

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 De Novo Planning Group, a California Corporation, whose address of record is 1020 Suncoast Lane, Suite 106, El Dorado Hills, CA 95762, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to annex, on behalf of a developer, approximately 260 acres generally located north of Bellevue Road, south of Farmland Road, east of G Street and west of Golf Road; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide environmental 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 Consultant shall furnish the following services: Consultant shall provide the environmental services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant 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 Director of Development Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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 “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant 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 completion of the scope of work to the satisfaction of the City.

4. COMPENSATION. Payment by the City to the Consultant 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 Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Three Hundred Sixty-Two Thousand Three Hundred Four Dollars (\$362,304).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant 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 Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant 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. CONSULTANT'S BOOKS AND RECORDS. Consultant 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 Consultant 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 Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of

Consultant 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, Consultant 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 Consultant 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.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant 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) Consultant 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) Consultant 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 Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant 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) Consultant 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) Consultant 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 Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant 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. Consultant shall carry professional liability insurance appropriate to Consultant'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. Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant 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 Consultant 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 Consultant 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 Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant 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. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant 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 Consultant 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, Consultant 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 Consultant 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 7/9/2025  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

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

CONSULTANT

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

\_\_\_\_\_  
Steve McMurtry

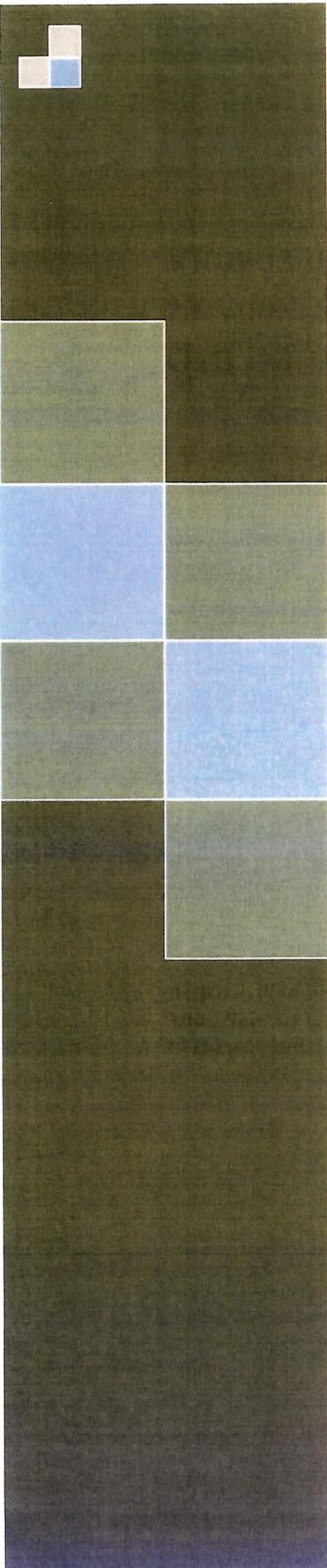
Its: \_\_\_\_\_  
Principal/CFO

Taxpayer I.D. No. 26-2962235

ADDRESS: 1020 Suncast Lane,  
Suite 106  
El Dorado Hills, CA 95762

TELEPHONE: (916) 580-9818

E-MAIL:  
[smcmurtry@denovoplanning.com](mailto:smcmurtry@denovoplanning.com)



PROPOSAL TO PREPARE AN  
ENVIRONMENTAL IMPACT REPORT FOR THE  
OLD DOMINION PROJECT

APRIL 10, 2025

*Prepared for:*

NorthStar Engineering  
Attn: Mallorie Fenrich  
620 12th Street  
Modesto, CA 95354  
Submitted via email: [mfenrich@nseng.net](mailto:mfenrich@nseng.net)

*Prepared by:*

De Novo Planning Group  
1020 Suncastr Lane, Suite 106  
El Dorado Hills, CA 95762

## TABLE OF CONTENTS

COVER LETTER.....	1
ABOUT US.....	3
STAFFING .....	3
SCOPE OF WORK AND APPROACH .....	4
APPROACH .....	4
SCOPE OF WORK .....	4
PROJECT SCHEDULE .....	28
BUDGET.....	28

## COVER LETTER

NorthStar Engineering  
Attn: Mallorie Fenrich  
620 12th Street  
Modesto, CA 95354  
Submitted via email: mfenrich@nseng.net

**SUBJECT: Proposal to Prepare the Old Dominion Environmental Impact Report**

Dear Ms. Fenrich,

On behalf of De Novo Planning Group, thank you for the opportunity to submit this proposal to prepare an Environmental Impact Report (EIR) for the Old Dominion project.

Our team has significant experience throughout the Central Valley. We have served as on-call environmental staff for over 10 years and have prepared environmental and land use planning projects including EIRs, Mitigated Negative Declarations, Initial Studies, Addendums, and Exemptions. We have hundreds of projects that we have completed for jurisdictions in northern and southern California. We are currently preparing in EIRs in the City of Merced for the UC Villages project, at the southwest corner of Bellevue Road and Lake Road intersection, and for the Yosemite Lake Village project north of Bellevue Road.

The De Novo project team will be under the management of Christina Erwin, serving as the primary lead and contact for NorthStar and the City. Christina has over 20 years of experience preparing and managing environmental compliance documents throughout northern California, including in the City of Merced, specializing in greenfield development, specific plans, residential development, and annexations. Principal Steve McMurtry will serve as a second point of contact to NorthStar and the City and assist with review of documents prior to formal submittal and providing quality assurance/quality control.

Our team includes technical support consisting of associates with expertise in air quality, biology, greenhouse gases/energy, hydrology, noise, public services, and utilities. We have also included four top-tier subconsultants to support technical topics: TJKM Transportation Consultants to prepare the traffic study, ECORP Consulting to prepare a biological resources report and cultural resources report, Geocon Consultants, Inc. to prepare the Phase I and Phase II Environmental Site Assessments (ESAs), and West Yost to prepare a SB 610 Water Supply Assessment (WSA).

De Novo understands that preparation of this EIR will require extensive coordination and communication with NorthStar, the City staff, responsible agencies, and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and planning experience.

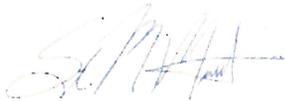
- **Extension of Staff** – When providing EIR preparation services for the City of Merced, our goal is to serve as an extension of staff in a capacity that will provide the tools, research, and professional knowledge to help evaluate a project's potential environmental impacts in a clear and concise way. We take great strides to ensure the environmental review process is smooth from a City perspective and that decisionmakers have the information they need to make informed decisions.

Our services result in environmental documentation and analyses that is technically sound, cost effective, and delivered within the client's schedule. The De Novo team prides itself on client satisfaction. We know that City staff resources are stretched thin, and it's our pledge to ease the project burden as much as possible for them.

- **Experience with Development Projects** – De Novo has a deep knowledge of CEQA and has specific experience preparing environmental documents for development projects. Our significant involvement with development projects in the City of Merced coupled with our track record of preparing legally-defensible EIRs make De Novo a trusted consulting partner. We understand the nuances and challenges that can arise from new development projects, and we are proactive to mitigate issues, whether those are technical, communication, or management conflicts.
- **Principal-level Attention to Detail** – Every project and every client receive close attention by the De Novo's principals. We believe in keeping our top people intimately involved in the technical and management aspects of our projects and we do not pull a bait-and-switch on our clients. By putting our principal-level people at the forefront of our projects, we are able to do things right the first time, reduce the time to prepare documents, and reduce costs. Our team will provide NorthStar and the City of Merced with an energetic, dedicated, and experienced group of principal-level professionals with exceptional skills and qualifications.

We truly appreciate being considered for this project and for the opportunity to work with NorthStar and the City of Merced. Steve McMurtry, Principal, is authorized to make representations on behalf of De Novo Planning. To further discuss our proposal, Christina Erwin can be reached at (916) 997-1865 or [cerwin@denovoplanning.com](mailto:cerwin@denovoplanning.com) | 1020 Suncoast Lane, Suite 106, El Dorado Hills, CA 95762.

Sincerely,



DE NOVO PLANNING GROUP

Steve McMurtry, Principal



DE NOVO PLANNING GROUP

Christina Erwin, Principal Planner

## ABOUT US

### DE NOVO PLANNING GROUP

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De Novo Planning Group is a land use planning, urban design, and environmental firm specializing in community planning, transportation planning, environmental studies, and sustainability planning. De Novo incorporated in California in 2008 and has offices in northern and southern California. Our team has successfully completed hundreds of projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California. De Novo Planning Group is accomplished in multiple disciplines, with services focusing on planning, urban design, environment, and sustainability. Our areas of expertise include environmental documentation and compliance, with technical abilities in agricultural resources, air quality, biology, climate change, land use, noise, and water resources.

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective products. Our solutions integrate project-level opportunities and constraints with best practices to achieve recognized national and international standards for planning and environmental management while simultaneously achieving a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each client we serve—through listening to the community and stakeholders—and reflecting the ideas and concerns we hear in the customized approach we develop for each project.

### STAFFING

Below is a brief introduction to our principal and project manager who will be involved in the project. Steve and Christina will lead all aspects of project management, subconsultant management, and project delivery for the Old Dominion project.

#### STEVE MCMURTRY – PRINCIPAL

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Steve McMurtry is a founding principal with De Novo Planning Group and is responsible for project management, preparation of land use plans, urban design, annexation plans, municipal services reviews, environmental documents, air quality modeling, noise studies, biological assessments, LESA modeling, regulatory permitting, litigation support, and expert witness testimony. He has successfully led multidisciplinary teams to complete hundreds of complex and controversial projects throughout California. Steve's experience includes service in engineering and planning firms, as well as in the building industry where he was responsible for the acquisition, design, and construction of residential and infrastructure projects. His experience encompasses public outreach/facilitation, policy/program development, document writing/processing, and permitting for local, state, and federal projects. Because of his expertise, he has been called on for peer reviews, litigation support and expert witness testimony relative to environmental and CEQA issues. Steve graduated from Cal Poly San Luis Obispo with a bachelor's degree in Natural Resource Management with graduate studies in Biological Sciences at San Jose State University.



CHRISTINA ERWIN – PRINCIPAL PLANNER / PROJECT MANAGER

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Christina Erwin is a seasoned environmental planner and CEQA project manager with extensive experience delivering results for both public and private-sector clients across California's Central Valley. With a proven track record in managing high-impact environmental planning projects—ranging from urban infill and land development to major sports and entertainment venues—Christina excels in leading technically complex, politically sensitive initiatives. She specializes in navigating multifaceted projects, ensuring seamless coordination with diverse stakeholders. A strategic leader in CEQA application, Christina drives efficient environmental reviews, delivers rigorous analysis, and develops actionable mitigation measures, all while aligning projects with client goals. Known for her ability to manage prominent, time-critical projects, she consistently delivers top-tier environmental documents that meet stringent deadlines. Christina stays at the forefront of evolving CEQA case law and guidance, and actively advocates at the federal level for sustainable, cohesive, and streamlined land use, natural resources, and permitting policy that affects the Sacramento Region. Christina holds a bachelor's of science degree from University of California, Davis in Environmental Policy Analysis and Planning.

## SCOPE OF WORK AND APPROACH

### APPROACH

The De Novo Team will prepare an Environmental Impact Report (EIR) for the proposed Old Dominion project. An EIR is an informational document intended to inform public decision-makers, responsible or interested agencies and the general public of the potential environmental effects of a project, and where applicable, provide mitigation measures that can be implemented to reduce or avoid the potential adverse environmental effects.

While CEQA requires that major consideration be given to avoiding adverse environmental effects, the lead agency and other responsible public agencies must balance adverse environmental effects against other public objectives, including the economic and social benefits of a proposed project, in determining whether a proposed project should be approved. A project-level EIR is described in CEQA Guidelines Section 15161 as:

*“The most common type of EIR (which) examines the environmental impacts of a specific development project. This type of EIR should focus primarily on the changes in the environment that would result from the development project. The EIR shall examine all phases of the project including planning, construction, and operation.”*

## SCOPE OF WORK

### TASK A – PROJECT INITIATION

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This task includes a project kickoff meeting to discuss:

- Confirmation of the scope of work, level of analysis, budget, schedule, and communication protocols;
- Identification of project data, information sources, and key contacts;
- Collection of relevant background documents (adopted documents, reports, and studies);

- Confirmation of the project components, phasing, and appropriate baseline; and
- Project deliverables.

It is assumed that the City and NorthStar will provide any project-specific studies prepared to-date, exhibits, project description details including project and on- and off-site infrastructure plans, and materials for development of the environmental document prior to the kick-off meeting. If additional information is required, we will submit a memorandum identifying outstanding information requirements and the dates when such information is needed in order to maintain schedule compliance.

### ***Bi-Weekly Meetings***

This task also includes ongoing bi-weekly project coordination meetings/conference calls with the City and applicant team. It is anticipated that these meetings will be attended by De Novo's Project Manager supported, as needed, by our management and technical staff, as needed, to address issues of concern.

The schedule for the EIR will be facilitated through regular, effective communication between the applicant team, the City, and the De Novo management team and technical staff. Therefore, we propose that meetings be scheduled, depending on need, at a standard time and place on a bi-weekly basis. In the event that meetings are determined to be unnecessary, they can be readily cancelled; in our experience it is much easier to cancel a standing meeting than to call an ad-hoc meeting on short notice. We have assumed a total of 26 meetings during the life of the project with each meeting lasting up to one hour.

As is noted above, it is our strong recommendation that these ongoing project coordination meetings include a core group comprised of the applicant team, City planning and environmental staff, and the De Novo team. To successfully meet the project schedule commitments, this group will need to work seamlessly as a team, with regular and expeditious issue identification and resolution, regular and clear communication about assumptions that can be consistently applied through the EIR, and similar issues.

#### **Deliverables:**

- Project kickoff meeting agenda and meeting notes
- Bi-weekly project coordination meeting/conference call agendas and meeting notes

### **TASK B –PROJECT DESCRIPTION**

De Novo will prepare a detailed description including text and graphics utilizing the information provided by the applicant team, NorthStar, and/or City staff. The project description will include a regional and local setting, project history and land uses, past ownership, objectives, characteristics, important project features including discretionary actions and entitlements, consistency with the General Plan and zoning designations, a list of responsible and other agencies expected to use the product document in decision making, and a list of approvals for which the product document will be used. We will provide the draft project description to the City staff for review and comment. Upon receipt of comments from the City staff we will finalize the project description for use in the NOP as described in Task C, which will involve a second review of the project description.

#### **Deliverables:**

- One (1) electronic copy of the Project Description

### TASK C – NOTICE OF PREPARATION (NOP) AND SCOPING MEETING

De Novo will prepare Notice of Preparation (NOP) for the proposed EIR. The NOP project description will describe the proposed project, land uses, densities and intensities, and anticipated uses. The NOP will also include information regarding the scoping meeting and the process for completing the EIR. It will indicate that an EIR is in preparation, and request guidance from agencies and the public regarding the scope and content of the information to be included in the EIR. An initial study is not proposed to be attached to the NOP because it is expected that a full EIR will be required.

A Draft NOP will be submitted to the City staff for review and comment. Based on one set of consolidated City comments, De Novo will prepare a Final NOP and Notice of Completion (NOC). De Novo will also prepare a Notice of Availability (NOA) that the City may use to notify the public of the project and post as a newspaper notice.

During the 30-day review period of the NOP, the City will hold a scoping meeting conducted by the City and supported by De Novo. The purpose of the scoping meeting will be to provide responsible agencies and the public the opportunity to provide input into the proposed scope of the EIR. De Novo will prepare the format and exhibits for this meeting. The City will be responsible for scheduling the date, time, and location for the meeting and securing the meeting room. Following the 30-day review period, De Novo will collect and review all comment letters received and summarize the content of the comment letters in the Administrative Draft EIR (ADEIR).

On behalf of City staff, De Novo will submit the NOP and NOC to the Office of Planning and Research (OPR) State Clearinghouse. The City will circulate the NOP to the applicable responsible and trustee agencies and interested parties, post the NOP with the Merced County Clerk, and publish the NOP in a newspaper of general circulation.

#### Deliverables:

- One (1) electronic copy of the Draft NOP, Final NOP, Notice of Completion, Notice of Availability/Notice of Intent, and Summary Form
- Attendance at one scoping meeting
- Newspaper notice

### TASK D – ADMINISTRATIVE DRAFT EIR

De Novo will prepare the project-level EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project.

The EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly.

The EIR will consist of the following sections:

#### EXECUTIVE SUMMARY

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This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

#### INTRODUCTION

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The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

#### PROJECT DESCRIPTION

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The Project Description section will consist of a detailed description of the project (See Task B), including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agencies' involvement in the project, and the use of the EIR by other agencies, including permits and approvals. This section will be consistent with the requirements of CEQA Guidelines Section 15124.

#### ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

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The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and
- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

#### AESTHETICS/VISUAL RESOURCES

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This section will identify applicable General Plan policies that protect the visual resources located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the

anticipated changes to the visual characteristics of the project area as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural renderings are available for the proposed project, we will compare and contrast design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

#### AGRICULTURAL RESOURCES

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This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, project impact analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation. We will review the General Plan and General Plan EIR, and note the City's previous conclusions regarding the loss of agricultural land.

#### AIR QUALITY

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The project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and from energy consumption by the residential uses. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved California Emissions Estimator Model (CalEEMod) emissions inventory computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area, mobile, and stationary sources. The CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCD.
- Local mobile-source carbon monoxide (CO) concentrations will be assessed through a qualitative CO screening method detailed in Caltrans' *Transportation Project-Level Carbon Monoxide Protocol*. This document found that mobile sources of CO are conducive to the formation of CO

hotspots when signalized intersections are expected to operate at unacceptable levels of service (i.e., LOS E or worse). No quantitative analysis of CO hotspots is included in this proposal due to substantial reductions in CO emissions from vehicle catalytic converters and improved average vehicle fuel economy.

- Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCD.

This section will provide an analysis including the methodology (to be verified by the San Joaquin Valley Air Pollution Control District prior to the analysis), thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality. Greenhouse Gases and Climate Change will be addressed in a separate chapter.

It is possible the SJVAPCD may request/require a health risk assessment for the project. If the request is made, De Novo would prepare a health risk assessment consistent with SJVAPCD guidelines (APR - 1906 Framework for Performing Health Risk Assessments) and modify our scope and budget with the City accordingly.

#### **BIOLOGICAL RESOURCES**

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Under direction from De Novo, ECORP will conduct a biological resources assessment to provide the data and information needed to support review of the Project in accordance with the California Environmental Quality Act (CEQA). The work plan for accomplishing this task includes a literature review, field survey, and reporting. These subtasks are detailed below.

As part of the literature review, ECORP will evaluate existing available information for the Study Area and vicinity, including previous biological studies (if any), aerial imagery, topographic mapping, soil survey mapping, and National Wetland Inventory mapping. ECORP will conduct species searches through the California Department of Fish and Wildlife (CDFW) Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS), as applicable, to identify potentially occurring special-status species in the vicinity of the Project. Background information regarding species distribution and habitat requirements will be evaluated to support the field investigation.

Based on the information collected during the literature review, ECORP will conduct a reconnaissance-level site investigation of the Study Area. During the site investigation ECORP will characterize vegetation communities and evaluate habitat suitability for special-status species. Vegetation communities will be described and mapped using the Manual of California Vegetation (Sawyer et al., 2009). If special-status species are observed, their locations will be recorded and mapped using a Global Positioning System (GPS) device. Aquatic resources, and areas potentially subject to CDFW jurisdiction under Section 1602 of the California Fish and Game Code, will be identified and characterized, and their approximate extents will be mapped based on observed limits of the top of bank (for linear features) and/or extent of aquatic or riparian vegetation.

The findings will be incorporated into a stand-alone Biological Resources Assessment. The report will provide the regulatory context, a discussion of the methods and results, and an evaluation of the potential biological impacts of the Project. The report will include a list of special-status species known from the Project vicinity, an assessment of their potential to occur onsite, a review of the types and extent of aquatic resources, and a discussion of other sensitive biological resources onsite, such as wildlife migration corridors. The report will describe the potential impacts of the proposed Project and provide

recommended mitigation measures to avoid and minimize those impacts. The report will be written such that it can be directly incorporated into the Biological Resources section of the CEQA document.

This task does not include focused (protocol-level) surveys for special-status plant or wildlife species or coordination or consultation with the regulatory agencies. If suitable habitat is identified onsite, ECORP will provide recommendations for focused surveys and mitigation measures in the biological resources assessment.

The scope does not include an Aquatic Resources Delineation (ARD) conducted to U.S. Army Corps of Engineer standards; however, it will provide information needed to determine whether an ARD is likely to be required for the project.

#### CULTURAL AND TRIBAL RESOURCES

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Under direction from De Novo, ECORP will conduct a cultural resources inventory of the study area, defined as approximately 170 acres located in Merced. All work will be conducted by, or under the direct supervision of, a Registered Professional Archaeologist, who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeology.

This scope of work includes a records search with the California Historical Resources Information System (CHRIS) of the California Office of Historic Preservation, which includes a review of the state archaeological site files, the National Register of Historic Places, and other databases that catalogue significant events and resources in local, state, or national history. Information will be obtained on previously recorded archaeological sites and cultural resource management studies in and within 0.5 mile of the project area. ECORP will also contact the Native American Heritage Commission to request a sacred lands file search to determine whether any sacred sites have been recorded on the property. Additionally, ECORP will contact local historical societies, if any, to seek additional information in the location of the Project Area.

ECORP will complete an intensive field survey of the entire Project Area. ECORP will survey all accessible portions of the Project Area using pedestrian transect intervals spaced 10 to 15 meters apart, where possible. The Project Area will be examined for evidence of archaeological resources, including pre-contact and historic-period (i.e., over 50 years of age) cultural deposits and features. If any resources are identified in the Project Area, they must be recorded and mapped in accordance with the standards of the California Office of Historic Preservation (OHP); however, for costing purposes, ECORP assumes that no archaeological resources will need to be recorded. A separate scope and cost will be prepared for any recording of resources and evaluation of eligibility to be included in the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP) based on the level of effort required.

ECORP will prepare an inventory report that follows the California Office of Historic Preservation's recommended content and format. The report will provide the historic context, methods, results, and recommendations for appropriate findings.

ECORP will use the cultural resources technical report to prepare a draft CEQA cultural resources section for incorporation into the CEQA document.

#### ***Yosemite Lateral Canal Recording and Evaluation (Optional Task)***

This is an optional task for the City and/or applicant team to consider. A brief review of aerial photographs and topographic maps reveals that a lateral of the Yosemite Canal was present in the Project Area by 1946, therefore, it meets the age threshold to be considered cultural resources in accordance with CEQA and Section 106. Pursuant to compliance with CEQA, and Section 106 of the National Historic Preservation Act, ECORP will document and evaluate the canal against the eligibility criteria of the National Register of

Historic Places (NRHP) and California Register of Historical Resources (CRHR). This task only covers the evaluation of the canal within the Project Area. The results of this evaluation will be included in the cultural resources inventory report. The canal evaluation will be completed under the direction of an Architectural Historian who meets the Secretary of Interior Standards for an architectural historian.

#### ***Road Recording and Evaluation (Optional Task)***

This is an optional task for the City and/or applicant team to consider. A brief review of aerial photographs and topographic maps reveals that Golf Road, Farmland Road, East Bellevue Road, and G Street were all present by 1948, therefore, they meet the age threshold to be considered cultural resources in accordance with CEQA and Section 106. Pursuant to compliance with CEQA, and Section 106 of the National Historic Preservation Act, ECORP will document and evaluate the four roads against the eligibility criteria of the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). This task only covers the evaluation of the roads. The results of this evaluation will be included in the cultural resources inventory report. The evaluation will be completed under the direction of an Architectural Historian who meets the Secretary of Interior Standards for as an architectural historian.

#### **ENERGY**

This task will include an energy analysis pursuant to the requirements of CEQA. This will include an evaluation of the energy consumption (electricity, oil, and natural gas) and a review of the project related to the Title 24, Part 6 of the California Code of Regulations, known as the Building Energy Efficiency Standards (Standards), including the CALGreen standards. To ensure that energy implications are considered in project decisions, Appendix F of the CEQA Guidelines requires that CEQA disclosure documents include a discussion of the potential energy impacts of proposed projects, with particular emphasis on avoiding or reducing inefficient, wasteful and unnecessary consumption of energy. The goal of conserving energy implies the wise and efficient use of energy.

- Per Appendix G of the State CEQA Guidelines, the proposed project would result in a significant impact on energy use if it would result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation; or conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

This section will provide discussions including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with energy consumption.

#### **GEOLOGY/SOILS/SEISMICITY**

We will review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present. We will review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies. We will review aerial photographs of the site to aid in evaluating geologic hazards that may be present. We will perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations. We will prepare a geohazards evaluation to address soils, geology, and seismicity issues, and propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards.

#### GREENHOUSE GASES AND CLIMATE CHANGE

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De Novo will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of federal, state, regional, and local laws and regulations related to thresholds and methodology for this analysis. The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

#### HAZARDS/HAZARDOUS MATERIALS

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Under De Novo's direction, Geocon will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will build off of the proposed Phase I Environmental Site Assessment (ESA), Limited Phase II ESA, a review of hazardous site databases (i.e., California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable.

##### *Phase I ESA*

The purpose of the Phase I ESA will be to identify evidence of recognized environmental conditions (REC) associated with the site in general accordance with the ASTM International (ASTM) *Designation E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. ASTM Designation E1527-21 defines an REC as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property."

The Code of Federal Regulations (CFR) *Standards and Practices for All Appropriate Inquiries* (AAI; CFR Title 40, Part 312) identifies ASTM Designation E1527-21 as an acceptable guidance document for performing a Phase I ESA that satisfies the federal requirements for conducting AAI under Sections 101(35)(B)(ii) and (iii) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The

purpose of AAI is to meet some of the requirements to qualify for certain landowner liability protections under CERCLA.

In order to perform the Phase I ESA in accordance with ASTM and AAI guidelines, Geocon requests that, if possible, the current property owner (or the Client) provide:

- permission to enter the site;
- names and telephone numbers of persons familiar with the site;
- a description of the planned use of the site;
- any specialized knowledge regarding the site;
- any commonly known or reasonably ascertainable information regarding the site;
- any site-related documents; and
- a historical chain-of-title report from a title company.

Geocon proposes to assess the site for the potential presence of RECs (i.e., levels of hazardous substances and/or petroleum products warranting regulatory cleanup action) and the uses and conditions at properties and facilities in the site vicinity with the potential to cause (or have caused) an REC at the site. For the purposes of this Phase I ESA, the “vicinity” of the site is defined as properties/facilities within ¼ mile of the site.

The Phase I ESA services will include:

- a reconnaissance of the site to assess for the presence or make visual observations of indicators of the potential presence, of RECs on the site. These indicators may include 55-gallon drums, underground and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls, and areas conspicuously absent of vegetation. If access is unavailable to any portions of the site, our ability to complete the assessment described herein may be hindered. Assessment of the site for wetlands, asbestos-containing building materials, lead-containing paint, lead in drinking water, radon, methane gas, and naturally occurring substances such as arsenic and asbestos are not included in the Phase I ESA services.
- performing a visual survey of adjoining and adjacent properties from the site and from public thoroughfares to observe general types of land use and conditions surrounding the site.
- reviewing the Standard Environmental Records Sources: Federal and State as referenced in ASTM Designation E1527-21 to obtain information regarding the potential presence of hazardous substances and/or petroleum products on the site or on properties within the approximate minimum search distance specified for each source. reviewing reasonably ascertainable regulatory agency files for the site and documented hazardous substance and/or petroleum product release locations near the site. The sources for these files could include the local department of environmental health, the California Regional Water Quality Control Board, and the California Department of Toxic Substances Control.
- contacting local public agencies by telephone or in writing to obtain readily ascertainable information regarding permits and violations related to hazardous materials and petroleum products.

## Old Dominion EIR Proposal

- reviewing pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of the site.
- reviewing EDR Sanborn, Inc. Fire Insurance Maps for the site (if available) to obtain information concerning the historical uses of the site and the potential presence of former or existing underground storage tanks on the site.
- reviewing and interpreting reasonably ascertainable historical aerial photographs to obtain information concerning the historical use of the site and adjacent properties.
- reviewing historical United States Geological Survey topographic maps to obtain information relative to the topography of the site, as well as previous development and uses of the site and properties located in the vicinity of the site.
- reviewing documents provided by the Client. Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- reviewing California Department of Conservation, Geologic Energy Management Division records to obtain information regarding the locations of potential oil and gas wells on the site or in the site vicinity.
- reviewing recorded land title (chain-of-title) records for the site, if requested.
- conducting interviews in person, by telephone, or in writing (if possible, within the scope of ASTM guidance) to evaluate if present or past occupants have used, generated, stored, or disposed of hazardous substances and/or petroleum products onsite.
- preparing a report summarizing the findings of the Phase I ESA and qualitatively describing existing, or the potential for, RECs on the site.

Based on the size of the site, we assume that multiple database area searches and multiple sets of historical aerial photographs and historical topographic maps will not be required from the environmental database vendor (EDR). EDR will survey records for facilities and properties within a maximum of 1.0 mile beyond the site boundaries. The report will not include water supply well information. Information from the Phase I will be incorporated into the hazards and hazardous materials section of the EIR and appended to the EIR.

### ***Limited Phase II ESA (Optional Task)***

This is an optional task for the City and/or applicant team to consider. There is the potential that the results from the Phase I ESA will require the preparation of a Limited Phase II ESA. Google Earth imagery from 1993 through 2025 shows one existing and three former structures in the western portion of the site. Topographic maps indicate that structures have been present in the western portion of the site from as early as 1914, suggesting that lead-containing paint may have been used on the structures and termiticides may have been applied to shallow soil around the perimeters of structures. Therefore, it seems likely that a Phase II ESA would include an assessment of soil around the existing and former site structures for the potential presence of organochlorine pesticides (OCP) and lead. The Phase II ESA described in this proposal will target surficial soil in these structures; however, information obtained during our Phase I ESA could result in a recommendation to assess other areas of the site as part of the Phase II ESA.

The Limited Phase II ESA is not a comprehensive site characterization and will be limited to the following tasks:

- Task 1 – Pre-field activities: health and safety planning and subcontractor procurement;
- Task 2 – Field activities: soil sample collection;
- Task 3 – Laboratory analysis of soil samples; and
- Task 4 – Prepare a Limited Phase II report.

**Task 1 – Pre-field Activities**

*Health and Safety Planning*

We will prepare a site-specific health and safety plan describing the site work to be performed, the associated physical and chemical hazards, and providing health and safety guidelines protective of Geocon personnel.

*Laboratory Subcontractors*

We will retain Asset Laboratories (Asset) for chemical analysis of samples. Asset is accredited by the State Water Resources Control Board’s Environmental Laboratory Accreditation Program and the National Environmental Laboratory Accreditation Program.

**Task 2 – Field Activities**

*Boring Locations*

We will use a clean, stainless-steel trowel or hand-auger to advance borings and collect soil samples near existing and former structures. The number of borings and anticipated sampling depths are presented in the following table.

Structure	Number of Borings	Anticipated Sampling Depths
Former Structure 1 (western-most remnants, likely former residence)	10 Total Four samples within two feet of the structure Four samples stepped out to the extent of debris removal Two samples from within the footprint of the former structure.	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet.
Former Structure 2 (second western-most remnants, likely former barn)	16 Total Six samples within two feet of the structure Six samples stepped out to the extent of debris removal Four samples from within the footprint of the former structure	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet.
Former Structure 3 (adjacent to the north of the existing outbuilding, likely former barn)	16 Total Six samples within two feet of the structure Six samples stepped out to the extent of debris removal Four samples from within the footprint of the former structure	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet.
Existing outbuilding	2 Total Two samples within two feet of the structure	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet.

*Soil Sample Collection*

We will collect discrete surface (0 to 0.5 feet) and subsurface (1.0 to 1.5 feet) soil samples from the area surrounding the site buildings by transferring soil from the hand-auger bucket directly into clean, laboratory-provided, 4-ounce glass jars. We will label the soil sample jars with the project name and number, date and time of collection, and sampler’s initials and place them in a chilled cooler for delivery to Asset for analysis.

We will also create composite soil samples from selected soil samples around the existing and former structures. To create the composite samples, we will combine portions of the soil from multiple selected discrete samples into a 1-gallon Ziploc bag for compositing into a single composite soil sample. We will place each composite soil sample in a new laboratory-provided, 4-ounce glass jar that we will label with a sample identification number (e.g., S1-Comp), collection time, and date and place into a chilled cooler for transport under chain-of-custody to Asset for analysis.

We will collect discrete and composite soil samples according to the following table.

Location	Analyte	Sample Type	Depth	Expected Number of Samples
Former Structure 1	Lead	Discrete	Surface only; 0-0.5 feet	10
Former Structure 1	OCPs	Composite	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet	6
Former Structure 2	Lead	Discrete	Surface only; 0-0.5 feet	16
Former Structure 2	OCPs	Composite	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet	10
Former Structure 3	Lead	Discrete	Surface only; 0-0.5 feet	16
Former Structure 3	OCPs	Composite	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet	10
Existing Structure	Lead	Discrete	Surface only; 0-0.5 feet	2
Existing Structure	OCPs	Composite	Surface and subsurface; 0-0.5 feet and 1.0 to 1.5 feet	2

Our field quality assurance/quality control procedures will include collecting replicate samples at a rate of one for every ten primary samples, decontaminating the sampling equipment by washing the equipment with an Alconox® solution followed by a double-rinse with distilled water, and providing chain-of-custody documentation for each sample submitted to the laboratory.

Task 3 – Laboratory Analysis

Asset will analyze the soil samples for total lead using United States Environmental Protection Agency Method (USEPA) 6010B and for OCPs using USEPA Method 8081A. We have also budgeted for the possible need to analyze soil samples with elevated total lead results for soluble WET lead and soluble TCLP lead. Laboratory analyses will be performed on a standard 5- to 7-day turnaround time.

#### Task 4 – Reporting

We will prepare a Phase II ESA report describing our field sampling activities, observations, and laboratory analysis of the soil and concrete samples, and presenting the laboratory analysis results. The report will include tabular and graphical presentations of laboratory analysis data. The report will provide a conclusion regarding the presence of lead and OCPs in soil, and the potential threat to human health. The report will also provide recommendations for further investigation and/or potential corrective actions, if warranted. The Asset analysis report and other pertinent data will be appended to the report.

#### HYDROLOGY/WATER QUALITY

We will utilize any storm drainage engineering work performed by the applicant's engineer, if available, in the preparation of this section of the EIR. This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

#### LAND USE AND PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and any other relevant planning document. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

## MINERAL RESOURCES

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This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented.

## NOISE AND VIBRATION

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The assessment of noise and vibration will be based on the CEQA Appendix G Checklist questions for noise and vibration as well as the regulations adopted by the lead agency within the Municipal Code and the General Plan Noise Element. The noise analysis will include the following:

- To characterize the existing ambient noise environment, we will identify existing noise sources and noise-sensitive receptors. This will include an ambient noise measurement program that include short-term noise measurements of at least 20 minutes each at each site boundary, as well as one long-term noise measurement lasting a minimum of 24 hours. The long-term measurement will focus on the primary noise source affecting the Project site.
- Temporary noise and vibration from the Project's construction activities will be quantified based on noise levels provided in the Federal Transit Administration's Transit Noise and Vibration Impact Assessment Manual. Noise and vibration exposure levels will be evaluated against significance thresholds adopted either by the lead agency or criterion published by the FTA.
- Long-term Operations phase noise impacts to local noise sensitive receptors will be assessed for mobile and stationary sources attributable to the Project. The operations phase of the Project will generate noise by both mobile sources related to vehicle travel onsite and local roadways. Stationary on-site sources and their exposure to nearby land uses will also be analyzed. The analysis will compare these impacts against the standards outlined in the General Plan Noise Element and the relevant noise ordinances.
- Vibration exposure related to the operations phase will be evaluated qualitatively due to the absence of vibration intensive sources associated with the Project.
- If necessary, De Novo Planning Group will recommend mitigation measures to reduce noise or vibration impacts during both construction and operational phases. In cases where noise and vibration levels surpass established thresholds of significance, De Novo Planning Group will collaborate with the client to identify feasible mitigation options.

The findings of the noise and vibration analyses will be compiled in a comprehensive noise assessment, which will include summaries of noise terminology, applicable regulations, an overview of the ambient noise environment, and details on any increases in noise levels. The study will also include an appendix with supporting calculations and noise measurements. This proposal assumes that interior acoustics noise analyses for the proposed Project uses will not be required.

## POPULATION AND HOUSING

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This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts related to the existing housing supply and the

future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan.

#### **PUBLIC SERVICES/RECREATION**

Implementation of the project has the potential to result in impacts to the public services/recreation. Specifically, implementation of the project may result in a significant increase in demand for public services/recreation in the project area and may result in level of service impacts to police, fire (including split jurisdiction), and emergency service providers, schools, and other governmental facilities, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This will include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and recreation.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented reduce impacts associated with public services and recreation.

#### **TRANSPORTATION AND CIRCULATION**

Under De Novo's direction, TJKM will assess vehicle miles traveled, evaluate potential off-site transportation impacts, identify both short-term and long-term roadway and circulation requirements, propose potential mitigation measures, and highlight any critical traffic issues that should be addressed in the ongoing planning process. The VMT analysis will be used in the Transportation and Circulation section of the EIR, while information regarding level of service and roadway improvement recommendations will be provided to the City, but will not be included in the EIR.

##### ***CEQA Transportation Analysis (VMT)***

TJKM will conduct a vehicle miles traveled (VMT) assessment of the project based on the California Office of Planning and Research's (OPR) California Environmental Quality Act (CEQA) guidelines and City of Merced's and the Merced County Association of Governments (MCAG) VMT directives and using the MCAG Travel Demand Model (TDM). If there are significant issues with VMT, we will recommend mitigation measures. Although we will recommend all feasible mitigation measures, please be aware that full mitigation may not be possible.

##### ***Transportation Impact Analysis (TIA)***

TJKM will evaluate informational non-CEQA local transportation analysis to determine project consistency with City of Merced's Level of Service (LOS) policy. TJKM will consult City of Merced' traffic engineer to finalize the list of study intersections and analysis scenarios. At a minimum TJKM will assess traffic conditions at the following 15 study intersections to be analyzed during the weekday morning (AM) and afternoon (PM) peak periods. New counts will be collected during the weekday morning (7-9 AM) and afternoon (4-6 PM) periods and will include vehicular, bicycle, pedestrian, and heavy vehicle data. Data will be collected on a typical weekday (i.e., Tuesday through Thursday on a non-holiday week, in good weather, and while schools are in session).

1. Bellevue Road at Lake Road
2. Bellevue Road at Golf Road

## Old Dominion EIR Proposal

3. Golf Road at Farmland Avenue
4. G Street at Bellevue Road
5. G Street at Farmland Avenue
6. G Street at Cardella Road
7. G Street at Yosemite Avenue
8. G Street at W. Olive Avenue
9. Yosemite Avenue at Campus Parkway
10. Olive Avenue at Campus Parkway
11. Campus Parkway at SR 140 Off-Ramp
12. Bellevue Road at Collector A
13. Bellevue Road at Collector B
14. Bellevue Road at Collector C
15. Golf Road at Collector D

In addition to the above study intersections, TJKM will collect 24- hour bi-directional counts at the following study segments:

- A. Bellevue Road, between G Street and Golf Road;
- B. Farmland Avenue, between G Street and Golf Road; and
- C. Golf Road, between Farmland Avenue and Bellevue Road

For the “plus Project” scenarios, TJKM will develop a trip generation for the development in accordance with the latest Institute of Transportation Engineers’ (ITE) methodology (i.e., Trip Generation Manual, 11th Ed. and Trip Generation Handbook, 3rd Ed.). As appropriate, internal trip reductions and determination of pass-by trips will be estimated and applied.

TJKM will develop a trip distribution to assign proposed site traffic generated by the development onto the road network. The distribution will be based on use, existing traffic patterns, knowledge of the study area, engineering judgment, previous nearby studies, the TDM, and input from City staff.

TJKM will conduct a level of service (LOS) traffic operations analysis using Synchro (traffic operations software, version 12) for the AM and PM peak hours at the study intersections under the following four analysis scenarios:

1. Existing Conditions
2. Existing Plus Project Conditions
3. Cumulative No Project traffic conditions; and
4. Cumulative plus Project traffic conditions.

TJKM will obtain the MCAG traffic model forecast from MCAG for use in developing cumulative forecasts at the study intersections and segments. The MCAG model provides forecasts through year 2040. The MCAG model is a daily model and TJKM will use the model output to obtain growth factors at each of the study intersections as a basis for developing future year traffic volume counts. General Plan documents prepared for the City and the County will be useful in validating the forecasts that TJKM obtains using these methods. TJKM will analyze Scenarios 3 and 4 in this task. At each location where unacceptable levels of service result, TJKM will develop appropriate mitigation requirements.

TJKM will evaluate 95th-percentile (“maximum”) lane group queues at all study intersections for the AM and PM peak hours under the same abovementioned scenarios. For new study intersections, we will use this analysis to make recommendations on lane configuration, traffic control type, and necessary turn bay lengths.

Impacts of the project on the surrounding road system will be identified by comparing the results of the project LOS and queuing calculations between “no Project” and “plus Project” conditions. Intersection impact criteria used by the City will be used to identify significant impacts/inconsistencies. Improvement measures will be recommended to offset impacts, as appropriate; measures will include geometric changes, signal timing adjustments/optimization, and installation of all-way stop conversions or traffic signals.

- Of note, should a signal be considered as a mitigation measure/improvement for any of the unsignalized study intersections, then a preliminary signal warrant assessment, consistent with Warrant 3 of the California Manual on Uniform Traffic Control Devices (CA-MUTCD), will be provided as part of the study. New intersections will also be analyzed to see if traffic signals would be justified.

TJKM will prepare a fair share analysis of costs for the mitigation measures determined to be the full or partial responsibility of the development being analyzed in Scenario 4. TJKM will use methodologies prescribed by Caltrans.

TJKM will review the proposed site plan for on-site circulation (including pedestrian/bicycle access) and the driveway configuration (notably, operations, configuration, and sight distance). TJKM will note any potential issues and will make recommendations on a necessary basis.

TJKM will review existing transit and existing pedestrian and bicycle facilities. We will perform site observations as necessary. We will note any possible impacts the development would have upon these facilities and discuss the provision of any new multimodal facilities. TJKM will note any potential issues and will make recommendations on a necessary basis.

The proposed parking supply will be compared to the City’s standards. We will make recommendations on a necessary basis.

#### TRIBAL CULTURAL RESOURCES

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Under De Novo’s direction, ECORP will assist the City of Merced in consulting with California Native American tribes under Assembly Bill 52 (AB 52). At the direction and discretion of the City, ECORP may use this budget to assist in drafting consultation letters, coordinate tribal meetings, maintain the AB 52 administrative record, author CEQA sections, and provide technical support to the City in determining whether or not Tribal Cultural Resources will be significantly impacted by the project.

ECORP will use the AB 52 administrative record from the City to prepare a draft Tribal Cultural Resources section for incorporation into the CEQA document. If no tribes requested consultation, then information

from the records search, Sacred Lands File search, and existing ethnographic record will be used to determine the presence of TCRs. Unless the lead agency has already developed its own TCR checklist question and thresholds of significance, ECORP will utilize professional judgement in developing these for this EIR.

#### UTILITIES AND SERVICES SYSTEMS

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If the project applicant has retained a civil engineer for this project, we will utilize the engineering design/calculations performed by the engineer in the preparation of this section of the EIR. This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. It is noted that these topics are relevant to the Utilities Department and the appropriate level of coordination will be performed to confirm that the plans are acceptable and that the project description is accurate. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water are provided below.

**Wastewater:** We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

**Storm Drain:** We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. We will review the proposed system for consistency with the City's Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

**Water Supply:** West Yost is a civil engineering firm with experience preparing water supply assessments for the City of Merced. The proposed project calls for an SB 610 WSA based on the size of the project.

#### Develop Water Demand Projection and Evaluate Water Supply Availability

Under De Novo's direction, West Yost will review the estimated water demand for buildout of the Project based on projections prepared by the project applicant's engineer. Only the buildout water demand will be reviewed; no water demands for phasing of the project will be reviewed by West Yost.

West Yost will then conduct an evaluation of available water supplies to meet the project's water demands. West Yost will use the City's 2020 UWMP as a basis for determining the available water supplies to meet the demands under normal, single dry, and multiple dry year conditions.

Based on the evaluation of supply availability, West Yost will identify whether the City has sufficient water supplies and water supply reliability to meet the water demand associated with the proposed project. Because the proposed project is within City's planning area and outside the existing City limits, the proposed project will require annexation into the City limits. This proposed scope of services does assume

that the City's water supply will be extended to areas within the planning area outside the existing City limits as those areas are approved for development and annexed into the City.

Prepare Water Supply Assessment

West Yost will prepare a WSA for the Project in accordance with the requirements of SB 610 as adopted in the California Water Code as Sections 10910-10915. The WSA will be based on the projected water demands for buildout of the Project; the assumed water supplies for the Project; Project information provided by the City and Project Applicant representatives; the City's existing and future water supply and demand as documented in the City's 2020 UWMP; other identified supplies if required; and other existing data to the extent available. It will be assumed that all Project water demands will be met through the City's potable water system.

The work will include preparation of the following WSA components:

- A description of the Project, including location, overall area, number of parcels, type of proposed development, if applicable
- A description of the total estimated water demand associated with buildout of the Project
- A description of the City's current and future water supply and demand conditions, including supply entitlement and contractual amounts, supply reliability under varying hydrologic conditions, and existing and anticipated future water demands
- A description of determinations as required by SB 610, including:
  - If the Project is subject to the requirements of the California Environmental Quality Act (CEQA),
  - If the Project meets the SB 610 definition of a project,
  - Identification of the City as the responsible water system, and
  - If the City's 2020 UWMP includes the water demands for the proposed Project.
- A water supply assessment for the Project that will include the following:
  - Identification of existing water supplies for the Project and demonstration that said supplies exist,
  - If inadequate supplies exist, identification of potential options to meet the water supply deficit,
  - Evaluation of the sufficiency and reliability of the proposed supply for the Project,
  - Identification of any potential conflicts that may arise from the exercise of water supply entitlements required for the Project, and
  - Proposed use and sufficiency of groundwater supplies (based on existing available data and studies).
- A determination of sufficiency of existing and future supply for the Project

Results of the analysis described above will be documented in an Administrative Draft WSA Report for the Project. The Administrative Draft WSA Report will be provided to De Novo for delivery to the City.

Following receipt of consolidated, written comments from De Novo and the City, West Yost will prepare a Draft WSA for City Council review and comment or adoption, and a final copy after City Council adoption, if needed.

This assessment does not include investigating the offsite or onsite utilities or whether there is sufficient infrastructure to deliver water to the Project or distribute water within the Project. The proposed WSA will evaluate water supply and demand only.

#### WILDFIRES

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De Novo will evaluate the proposed project for wildlife fire impacts. This will include a review of the project for the potential to expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. We will determine if there is a slope, prevailing winds, or other factors, that might exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. We will evaluate the potential for the project to substantially impair an adopted emergency response plan or emergency evacuation plan. Lastly, we will evaluate the project to determine if it will require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented reduce impacts associated with wildfire.

#### CUMULATIVE IMPACT SUMMARY

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Each issue area section will define cumulative impacts, the cumulative context and scenario, geographic or temporal scope, and methods for characterizing cumulative impacts. The cumulative impacts identified for each issue area will then be summarized in the Cumulative Impacts portion of each topical section contained in the ADEIR. The cumulative analysis will utilize either a cumulative list of projects or growth projections found in planning documents.

#### ALTERNATIVES

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De Novo will coordinate with City staff to formulate up to four (4) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a “No Project” alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. *(Note: We do not propose to analyze the alternatives at an equal level to the proposed project.)*

#### OTHER CEQA REQUIREMENTS

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The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

Consistent with the requirements of CEQA Guidelines Section 15126.2(d), the ADEIR is required to consider the ways in which the project could induce additional growth, either through the removal of obstacles to growth or through the creation of economic stimuli that might spur growth beyond that provided for in the General Plan. In addition, consistent with CEQA case law, the ADEIR must consider the ways that the proposed project might trigger economic blight that would result in physical adverse effects to buildings and/or public spaces.

In the context of the ADEIR, the focus of this analysis will be on how the proposed project would change uses from the Merced Vision 2030 General Plan and how the proposed project would alter the prior conclusions in the Merced Vision 2030 General Plan regarding growth inducement and urban decay.

De Novo will compare the potential for the proposed project to remove obstacles to growth through construction of infrastructure improvements that would provide such capacity that unplanned growth could occur. The ADEIR will also document the ways that the proposed project would affect growth-inducement in the area. Particular attention will be directed to the additional pressure for growth at the City's northern boundary. The analysis will consider whether any utility or transportation improvements would facilitate growth in the City of Merced that is currently constrained or limited.

#### REPORT PREPARERS AND REFERENCES

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This section will provide a list of all persons, agencies, and references used to prepare the EIR.

Deliverables:

- One (1) electronic copy of the Administrative Draft EIR, with appendices

#### TASK E – DRAFT EIR

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##### SCREENCHECK DRAFT ENVIRONMENTAL IMPACT REPORT

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De Novo anticipates that all comments on the ADEIR will be directed through the City of Merced Development Services Department, Planning Division, which will convey their approved comments to De Novo. De Novo will incorporate City staff comments on the ADEIR and submit one electronic version of the Screencheck Draft EIR. We have assumed that no new technical studies will be prepared and that ADEIR technical studies will not need to be substantially revised based on changes to the proposed project or other pre-approved assumptions.

##### DRAFT ENVIRONMENTAL IMPACT REPORT

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De Novo will incorporate City staff comments on the Screencheck DEIR based on a single set of consolidated comments, and submit a final public Draft EIR to the City for distribution for a 45-day public comment period. We expect that the comments will direct revisions to the Screencheck DEIR, and we have assumed that the comments will be primarily editorial in nature.

After the document is finalized, De Novo will submit an electronic copy of the entire document and a NOC to the State Clearinghouse. We will also prepare a Notice of Availability (NOA) to accompany the Draft EIR. De Novo will distribute the NOA to interested stakeholders, post the NOA with the Merced County

Clerk, and publish the NOA in a newspaper of general circulation in the area affected by the proposed project.

Deliverables:

- One (1) electronic copy of the Screencheck Draft EIR with appendices
- One (1) electronic copy of the public Draft EIR with appendices
- One (1) electronic copy of the NOA/NOI, Summary Form, newspaper ad

Note: Printed copies of the Draft EIR (without appendices) are estimated to be \$100 per copy. Printed copies of the Draft EIR Appendices are estimated to be \$300 per copy. De Novo will not print any copies of the Draft EIR or Appendices unless specific direction is provided by the City to do so. These are cost estimates only, and the City will be billed at-cost for any requested printing.

#### TASK F – ATTENDANCE AT PUBLIC MEETING FOR DEIR

De Novo will attend up to two (2) public meetings for the Draft EIR.

- Attendance at two (2) public meetings

#### TASK G – ADMINISTRATIVE FINAL EIR

De Novo will review the comments received during the public review period on the Draft EIR. We will prepare written responses to comments and make appropriate changes to the Draft EIR to create the Administrative Final EIR (AFEIR) document. The AFEIR will include:

- a brief introduction;
- revisions to the Draft EIR text;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR; and
- a Draft Mitigation Monitoring and Reporting Program (MMRP).

Based on our understanding of the proposed project, we expect that the level of comment received during public review of the Draft EIR will be modest. It is our current expectation that comments on the Draft EIR will be limited to a few letters from local residents, UC Merced campus planning staff, community-based groups, labor unions, and potentially agencies such as the United States Army Corps of Engineers, California Department of Fish and Wildlife (CDFW), and Caltrans.

De Novo has provided an estimate of the level of effort required to prepare responses to comments based on our experience with other similar projects in the Merced area, our current understanding of the relative support and opposition to the project, and our understanding of the schedule. More specifically, this assumes that no more than 40 pages of agency and public comment on the Draft EIR is received and that no new substantive issues are raised that were not originally addressed in the Draft EIR. De Novo will respond to comments related to the potential physical impacts of the proposed project as they relate to the environmental analyses presented in the Draft EIR within the estimated level of effort. We have assumed that responses will involve explanation, clarification, or amplification of the contents of the Draft EIR. De Novo has assumed that no new technical analyses will be required nor that completed technical

studies will need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to comments.

Deliverables:

- One (1) electronic copy of the administrative draft Final EIR

#### TASK H – FINAL EIR

Following City review of the AFEIR, De Novo will make revisions to the responses and prepare the Final EIR.

Deliverables:

- One (1) electronic copy of the Final EIR

Note: Printed copies of the Final EIR are estimated to be \$75 per copy. De Novo will not print any copies of the Final EIR unless specific direction is provided by the City to do so. This is a cost estimate only, and the City will be billed at-cost for any requested printing.

#### TASK I – FINDINGS OF FACT / STATEMENT OF OVERRIDING CONSIDERATIONS

In the event that the City determines to approve the proposed project, De Novo will prepare written Findings of Fact, pursuant to Section 15091 of the CEQA Guidelines and in the City's format, to support final City actions on the project site. The Findings will include a specific finding for each significant impact of the project, describing the nature and significance of the impact, the status of mitigation, and the rationale for any mitigation that is to be rejected or that lies in the authority of another jurisdiction.

Assuming that one or more impacts are found to be significant and unavoidable, consistent with the requirements of Section 15093 of the CEQA Guidelines, De Novo will prepare a Statement of Overriding Considerations (SOC) for the proposed project that describes the reasons for project approval despite the occurrence of such impacts. It is anticipated that the SOC will identify a range of economic, employment, and social considerations. Since CEQA requires that the SOC be based on substantial evidence, De Novo assumes that the basis for the SOC will be found in financial, fiscal, and other economic studies undertaken by the applicant team, and provided to De Novo.

The Findings of Fact and the SOC will be drafted as companions to other “decision” documents developed for the project approval process, such as the City Staff Report, draft resolutions, and the like.

De Novo will prepare a draft version of the Findings of Fact and SOC for submittal to the City and NorthStar for review. Based on one set of comments, De Novo will revise the document and prepare a final version of the Findings of Fact and SOC.

Deliverables:

- One (1) electronic copy of the draft Findings

#### TASK J – ATTENDANCE AT PLANNING COMMISSION/CITY COUNCIL MEETINGS

De Novo will attend up to two (2) public hearings, which is anticipated to include one Planning Commission hearing and one City Council hearing. De Novo will be responsible for preparing exhibits that may be necessary for display at these meetings, presentations, and responses to public comment. We anticipate that the Project Manager will be required for each meeting. Technical support from other members may be required on occasion and will be accommodated as necessary.

Deliverables:

- Attend up to two (2) Planning Commission hearings and/or City Council hearings, and prepare relevant materials

**TASK K–NOTICE OF DETERMINATION**

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Upon certification of the EIR, De Novo will prepare a Notice of Determination for filing with the State Clearinghouse and the Merced County Clerk. The applicant team will be responsible for the fees (County Clerk’s filing fee and CDFW State fee) associated with filing of the NOD, and shall be paid directly to the City or Clerk.

Deliverables:

- One (1) electronic copy of the NOD

**PROJECT SCHEDULE**

Based on De Novo’s experience and understanding of the CEQA process, as well as timeframes and review periods for various components of this EIR in order to meet established deadlines, we anticipate this EIR to be completed in approximately 12 months. Factors that could lengthen or shorten the schedule include dates of receipt of project information, length of administrative document review, and unanticipated issues arising from internal or public review of the environmental document. We assume that the project team and City will be available as necessary for review meetings on the ADEIR, Screencheck Draft EIR, Draft EIR, and Administrative Final EIR, and no new issues are raised in late comments on the NOP or the ADEIR. At the beginning of EIR initiation, De Novo will prepare a more precise project schedule and will continue to refine it as the project progresses.

**BUDGET**

De Novo’s cost estimate for performing the work described above is \$333,174, as delineated in the attached spreadsheet. This cost estimate includes scoped subconsultants, attendance at meetings, project management, QA/QC, and overall coordination of the EIR preparation.



