CITY OF MERCED

Meeting Agenda

City Council Chamber
Merced Civic Center
2nd Floor
678 W. 18th Street
Merced, CA 95340

City Council/Public Finance and Economic Development Authority/Parking Authority

Monday, September 17, 2018 | **6:00 PM** | **Council Chambers, 2nd Floor, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340**

Closed Session at 5:00 PM

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

At least 72 hours prior to each regular City Council meeting, a complete agenda packet is available for review on the City's website at www.cityofmerced.org or at the City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. All public records relating to an open session item that are distributed to a majority of the Council will be available for public inspection at the City Clerk's Office during regular business hours.

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

Members of the audience who wish to address the City Council are requested to complete a speaker card available at the podium against the right-hand side of the Council Chamber. Please submit the completed card to the City Clerk before the item is called, preferably before the meeting begins.

INDIVIDUALS WITH DISABILITIES

Accommodation for individuals with disabilities may be arranged by contacting the City Clerk at (209) 388-8650. Assisted hearing devices are available for meetings held in the Council Chamber.

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

B.1. 18-469 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Merced Citizens for Responsible Planning v. City of Merced etc. et. al.; Case No. 18CV-01143; AUTHORITY: Government Code Section 54956.9(d)(1)

B.2. 18-472 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Bobby Chapman v. City of Merced; Workers Compensation Appeals Board Case Nos. FRE-ADJ 10483297; FRE-ADJ 10483315; FRE-ADJ 10483267; FRE-ADJ 10483217;

FRE-ADJ 10969561; AUTHORITY: Government Code Section 54956.9(d)(1)

B.3. 18-473 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Kenneth Coe (deceased) v. City of Merced; Workers Compensation Appeals Board Case No. STK-ADJ 11228931; AUTHORITY: Government Code Section 54956.9(d)(1)

B.4. 18-474 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Joseph Deliman v. City of Merced; Workers Compensation Appeals Board Case Nos. FRE-ADJ 10823278; FRE-ADJ 10823228; FRE-ADJ 10823337; AUTHORITY: Government Code Section 54956.9(d)(1)

B.5. 18-475 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Ryan King v. City of Merced; Workers Compensation Appeals Board Case No. FRE-ADJ 8986644; FRE-ADJ 10788658; FRE-ADJ 10788657; AUTHORITY: Government Code Section 54956.9(d)(1)

B.6. 18-476 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Chazelle Lanum v. City of Merced; Workers Compensation Appeals Board Case No. STK-ADJ 10251595; STK-ADJ 10258140; STK-ADJ 9920817; STK-ADJ 10471759; AUTHORITY: Government Code Section 54956.9(d)(1)

B.7. 18-477 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Reginald Matthews v. City of Merced; Workers Compensation Appeals Board Case No. FRE-ADJ 10214501; AUTHORITY: Government Code Section 54956.9(d)(1)

B.8. 18-478 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Steven Smith v. City of Merced; Workers Compensation Appeals Board Case No. STK-ADJ 10229432; STK-ADJ 10229433; STK=ADJ 10229880; SAC-ADJ 10229434; SAC-ADJ 10885617; AUTHORITY: Government Code Section 54956.9(d)(1)

B.9. 18-420 **SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION AND LABOR NEGOTIATIONS - Title: City Manager; Authority: Government Code Section 54957 and 54957.6

B.10. 18-461 **SUBJECT:** PUBLIC EMPLOYMENT - Title: City Attorney; Authority: Government Code Section 54957

C. CALL TO ORDER

C.1. Invocation - Bruce Logue, Life Spring Church

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and the Public Financing and Economic Development Authority. City Council members receive a monthly stipend of $20.00 by Charter for sitting as the City Council; and the Mayor receives an additional $50.00 each month as a part of the adopted budget and Resolution 1975-37. The members of the Parking Authority and the Public Financing and Economic Development Authority receive no compensation.

E. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

F.1. 18-449 **SUBJECT:** Proclamation - Constitution Week

G. SPECIAL PRESENTATIONS

G.1. High Speed Rail Update

G.2. ACE Train Update

H. WRITTEN PETITIONS AND COMMUNICATIONS

I. ORAL COMMUNICATIONS

Members of the public who wish to speak on any matter not listed on the agenda may speak during this portion of the meeting and will be allotted 5 minutes. The Mayor may, at his discretion, reduce the time to 3 minutes if there are more than 3 speakers, in order to accommodate as many speakers as possible. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. Members of the public who wish to speak on a matter that is listed on the agenda will be called upon to speak during discussion of that item.

J. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Council member, individual, or organization may request removal of an item from the Consent Calendar for separate consideration. If a request for removal of an item from the Consent Calendar has been received, the item will be discussed and voted on separately.

J.1. 18-414

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF
Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION
City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

J.2. 18-436

SUBJECT: Information Only-Planning Commission Minutes of August 8, 2018

RECOMMENDATION
For information only.

J.3. 18-447

SUBJECT: Information Only-Bicycle Advisory Commission Minutes of June 26, 2018

RECOMMENDATION
For information only.

J.4. 18-448

SUBJECT: Information Only-Bicycle Advisory Commission Minutes of April 24, 2018

RECOMMENDATION
For information only.

J.5. 18-455

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of August 20, 2018

REPORT IN BRIEF
Official adoption of previously held meeting minutes.

RECOMMENDATION
City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of August 20, 2018.

J.6. 18-452

SUBJECT: Entry Sign Consultant Contract

REPORT IN BRIEF

Seek Council approval of contract for entry sign consultant and appropriate funds from General Fund.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a contract from Graphic Solutions for entry sign design work; and,

B. Approving a supplemental appropriation in the amount of $15,900 from the unreserved, unencumbered General Fund balance; and,

C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents; and,

D. Authorizing the Finance Officer to make necessary budget adjustments.

J.7. 18-440

SUBJECT: Street Closure Request #18-15 (Merced County Office of Education, for Use of W. Main Street Between M and K Streets, and Canal Street Between W. Main and the Alley Between W. Main and W. 18th Streets)

REPORT IN BRIEF

The Merced County Office of Education requests the use of City streets for the 17th Annual “Lights on After School” event, on Thursday, October 25, 2018, between 12:30 p.m. and 11:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street between M and K Streets, and Canal Street between W. Main and the alley between W. Main and W. 18th Streets, on Thursday, October 25, 2018, from 12:30 p.m. to 11:00 p.m., subject to the details and conditions outlined in the administrative staff report.

J.8. 18-374

SUBJECT: Funding Enhancement to Existing Three Street Improvement Projects for the 2017/2018 Regional Surface Transportation Program Exchange Funds; Authorization to Submit the Required Claim Form

REPORT IN BRIEF

Add additional Regional Surface Transportation (RSTP) funding to existing

street improvement projects through the RSTP Exchange Funds and authorizing the filing of FY 2017/2018 claim form with Merced County Association of Governments (MCAG).

RECOMMENDATION

City Council - Adopt a motion:

A. Selecting V Street from 16th Street to 18th Street, R Street from 16th Street to 18th Street, and G Street from Child Avenue to 13th Street to be completed utilizing the FY 2017-2018 RSTP Exchange Funds; and,

B. Directing staff to complete the 2017-2018 RSTP claim form by listing the selected projects and corresponding project costs; and,

C. Adopting **Resolution 2018-58**, a Resolution of the City Council of the City of Merced California, authorizing the City Manager to file the Regional Surface Transportation Program (RSTP) Exchange Funds claim for Fiscal Year 2017-2018; and,

D. Authorizing the Finance Officer to make necessary budget adjustments for Fiscal Year 2018-2019.

J.9. 18-376

SUBJECT: Resolution Authorizing the City Manager or His Designee to Withdraw from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant TRP7-16-0026

REPORT IN BRIEF

Seeks authorization to withdraw from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant TRP7-16-0026.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2018-63**, a Resolution of the City Council of the City of Merced, California, authorizing termination of grant from the Department of Resources Recycling and Recovery (CalRecycle) and,

B. Authorizing the City Manager or Assistant City Manager to sign a letter withdrawing from the CalRecycle grant; and,

C. Authorizing the Finance Officer to make the necessary budget adjustments.

J.10. 18-459

SUBJECT: Second Reading of an Ordinance Amending Section 10.16.010, "Speed Limits." of the Merced Municipal Code

REPORT IN BRIEF
Second reading of previously introduced ordinance.

RECOMMENDATION
City Council - Adopt a motion adopting **Ordinance 2492**, an Ordinance of the City Council for the City of Merced, California, amending Section 10.16.010, "Speed Limits" of the Merced Municipal Code

K. PUBLIC HEARINGS

Members of the public who wish to speak on public hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to further public comment and brought to the Council for discussion and action. Further comment will not be received unless requested by the Council.

K.1. 18-428

SUBJECT: Public Hearing - Consideration of Approval of the Consolidated Annual Performance and Evaluation Report for Program Year 2017 - 2018

REPORT IN BRIEF
Review and approve Housing Division activities as reported in the 2017-2018 Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDATION
City Council - Adopt a motion:

A. Adopting **Resolution 2018-62**, a Resolution of the City Council of the City of Merced, California, approving the 2017-2018 Program Year Consolidated Annual Program and Evaluation Report; and,

B. Authorizing the City Manager or Assistant City Manager to execute, and if necessary, make minor modifications to the above referenced items as attached to this report and all associated documents; and,

C. Authorizing the Finance Officer to make necessary budget adjustments.

K.2. 18-324

SUBJECT: Public Hearing - Annexation and Pre-Zoning Application #15-01, General Plan Amendment #15-04, and Pre-Annexation

Development Agreement, Initiated by Louann Bianchi, and Quad LLC, Property Owners

REPORT IN BRIEF

Considers approval of the proposed annexation of 8.83 acres of land generally located at the northwest and southwest corners of North Highway 59 and Santa Fe Drive, along with changes in the General Plan designation, pre-zoning, and approval of a Pre-Annexation Development Agreement.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2018-60**, a Resolution of the City Council of the City of Merced, California, approving a Mitigated Negative Declaration for Annexation #15-01, Pre-Zoning Application #15-01, and General Plan Amendment #15-04 for 7.83 acres of land generally located at the northwest corner of North Highway 59 and Santa Fe Drive and 1.0 acre of land generally located at the southwest corner of North Highway 59 and Santa Fe Drive and approving General Plan Amendment #15-05 for the 7.83 acres of land generally located at the northwest corner of North Highway 59 and Santa Fe Drive changing the General Plan land use designation from Open Space (OS) to Thoroughfare Commercial (CT); and,

B. Approving **Resolution 2018-61**, a Resolution of the City Council of the City of Merced, California, to the Local Agency Formation Commission for the annexation of uninhabited property located at the northwest and southwest corners of North Highway 59 and Santa Fe Drive, as described herein; and,

C. Introducing **Ordinance 2494**, an Ordinance of the City Council of the City of Merced, California, amending the official zoning map by Pre-zoning land generally located at the northwest corner of North Highway 59 and Santa Fe Drive as Thoroughfare Commercial (C-T) and the land generally located at the southwest corner of North Highway 59 and Santa Fe Drive as Light Industrial (I-L); and,

D. Introducing **Ordinance 2495**, an Ordinance of the City Council of the City of Merced, California, approving a Pre-Annexation Development Agreement between the City of Merced and Lou Ann Bianchi for the Highway 59 and Santa Fe Annexation.

K.3. 18-405 **SUBJECT:** Public Hearing - General Plan Amendment #18-01 and Site

Utilization Plan Revision #13 to Planned Development (P-D) #42 to Relocate a Park Site and Single-Family Residential Land within Bellevue Ranch West

REPORT IN BRIEF

Considers a proposal to relocate a park site and single-family residential land within Bellevue Ranch West.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2018-59**, a Resolution of the City Council of the City of Merced, California, approving Environmental Review #18-44 (CEQA Section 15162 Findings) for General Plan Amendment #18-01 to amend the land use designation from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for approximately 5.88 acres of land generally located at the southwest corner of M Street and Arrow Wood Drive (extended) and amend the land use designation from Low-Medium Density Residential (LMD) to Open Space/Park(OS) for approximately 5.0 acres of land generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended); and,

B. Introducing **Ordinance 2493**, an Ordinance of the City Council of the City of Merced, California, approving Site Utilization Plan Revision #13 to Planned Development (P-D) #42 changing the land use designation from Park to Single-Family Residential for approximately 5.88 acres of land generally located at the southwest corner of M Street and Arrow Wood Drive (extended) and changing the Land Use designation from Single-Family Residential to Park for approximately 5.0 acres of land generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended); and,

C. Authorizing the City Manager or Assistant City Manager to execute the Legislative Action Agreement.

L. REPORTS

L.1. 18-438

SUBJECT: Waiving Competitive Bidding Requirements, Supplemental Appropriation from General Fund and/or Park Reserve Fund, and Approval of a Cooperative Purchasing Agreement with Park Associates, Inc. (doing business as NSP3) Through the California Multiple Award Schedule (CMAS) for the Purchase and Installation of Playground Equipment at Applegate Park

REPORT IN BRIEF

Considers waiving competitive bidding requirement based on cooperative purchasing through CMAS and approving a supplemental appropriation from the General Fund and/or Park Reserve Fund to award a contract to Park Associates, Inc., (doing business as NSP3), in the amount of $307,509.71 for the purchase and installation of playground equipment at Applegate Park.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a supplemental appropriation in the amount of $337,510 from the General Fund and/or Fund 442 Park Reserve and authorizing the Finance Officer to make the appropriate budget adjustments based on the final funding as determined by the City Council for the Applegate Park Playground Equipment Replacement Project 118040; and,

B. Waiving the competitive bidding requirements and awarding the CMAS Contract to Park Associates, Inc., DBA NSP3, in the amount of $307,509.71, for the Applegate Park Playground Equipment Replacement Project 118040; and,

C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and approve change orders not to exceed the total budget appropriations.

L.2. 18-471

SUBJECT: Update on Laura's Fountain at Applegate Park

REPORT IN BRIEF

Presentation by staff on status of repairs to Laura's Fountain.

RECOMMENDATION

Provide direction to staff on how to proceed with the repairs to Laura's Fountain at Applegate Park.

L.3. 18-458

SUBJECT: Railroad Quiet Zone Feasibility Study and Establishment Along the Burlington Northern Santa Fe Railroad Alignment Within City Limits

REPORT IN BRIEF

Updates status of the request for proposals for the Railroad Quiet Zone Feasibility Study and Establishment along the Burlington Northern Santa

Fe Railroad (BNSF) and requests City Council provide further direction.

RECOMMENDATION

Provide Staff with further direction regarding the Railroad Quiet Zone Feasibility Study.

M. BUSINESS

M.1. 18-460

SUBJECT: Council Member Belluomini's Request to Discuss Accessory Dwelling Units (Secondary Unit Housing)

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss accessory dwelling units within the City pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

M.2. 18-470

SUBJECT: City Council Discussion on District Meetings

REPORT IN BRIEF

This item is to initiate a Council discussion on holding individual informational meetings by Council District.

RECOMMENDATION

Provide staff direction on scheduling a yearly meeting in each Council Member's respective district.

M.3. Request to Add Item to Future Agenda

M.4. City Council Comments

N. ADJOURNMENT

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.1. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Merced Citizens for Responsible Planning v. City of Merced etc. et. al.; Case No. 18CV-01143; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.2. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Bobby Chapman v. City of Merced; Workers Compensation Appeals Board Case Nos. FRE-ADJ 10483297; FRE-ADJ 10483315; FRE-ADJ 10483267; FRE-ADJ 10483217; FRE-ADJ 10969561; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.3. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Kenneth Coe (deceased) v. City of Merced; Workers Compensation Appeals Board Case No. STK-ADJ 11228931; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.4. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Joseph Deliman v. City of Merced; Workers Compensation Appeals Board Case Nos. FRE-ADJ 10823278; FRE-ADJ 10823228; FRE-ADJ 10823337; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.5. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Ryan King v. City of Merced; Workers Compensation Appeals Board Case No. FRE-ADJ 8986644; FRE-ADJ 10788658; FRE-ADJ 10788657; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.6. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Chazelle Lanum v. City of Merced; Workers Compensation Appeals Board Case No. STK-ADJ 10251595; STK-ADJ 10258140; STK-ADJ 9920817; STK-ADJ 10471759; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.7. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Reginald Matthews v. City of Merced; Workers Compensation Appeals Board Case No. FRE-ADJ 10214501; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.8. Meeting Date: 9/17/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Steven Smith v. City of Merced; Workers Compensation Appeals Board Case No. STK-ADJ 10229432; STK-ADJ 10229433; STK=ADJ 10229880; SAC-ADJ 10229434; SAC-ADJ 10885617; AUTHORITY: Government Code Section 54956.9(d)(1)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.9. Meeting Date: 9/17/2018

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION AND LABOR NEGOTIATIONS - Title: City Manager; Authority: Government Code Section 54957 and 54957.6

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.10. Meeting Date: 9/17/2018

SUBJECT: PUBLIC EMPLOYMENT - Title: City Attorney; Authority: Government Code Section 54957

ADMINISTRATIVE REPORT

Agenda Item F.1. Meeting Date: 9/17/2018

SUBJECT: Proclamation - Constitution Week

ATTACHMENTS

1. Constitution Week Proclamation

Proclamation

WHEREAS, September 17, 2018 marks the 231st anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate this occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim September 17 – 23, 2018 as Constitution Week in the City of Merced, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 17th day of September, 2018.

_____

Mike Murphy, Mayor of Merced

ADMINISTRATIVE REPORT

Agenda Item J.1. Meeting Date: 9/17/2018

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.2. Meeting Date: 9/17/2018

Report Prepared by: Stephani Davis, Secretary I, Planning Division

SUBJECT: Information Only-Planning Commission Minutes of August 8, 2018

RECOMMENDATION
For information only.

ATTACHMENTS
1. PC Minutes 08-08-2018

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, August 8, 2018

Chairperson DYLINA called the meeting to order at 7:00 p.m., followed by a moment of silence and the Pledge of Allegiance.

ROLL CALL

Commissioners Present: Mary Camper, Scott G. Drexel, Michael Harris, Jeremy Martinez, Peter Padilla, Sam Rashe, and Chairperson Robert Dylina

Commissioners Absent: None

Staff Present: Director of Development Services McBride, Planning Manager Espinosa, Principal Planner Hren, Associate Planner Nelson, Interim Deputy City Attorney Kaufman, and Recording Secretary Davis

1. **APPROVAL OF AGENDA**

M/S PADILLA-MARTINEZ, and carried by unanimous voice vote, to approve the Agenda as submitted.

2. **MINUTES**

M/S PADILLA-MARTINEZ, and carried by unanimous voice vote, to approve the Minutes of July 5, 2018, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

4.1 General Plan Amendment #18-01, Site Utilization Plan Revision #13 to Planned Development #42, and Vesting Tentative Subdivision Map #1307, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.58 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.58 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.58 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots.

Commissioner CAMPER recused herself from the hearing due to a professional conflict associated with the applicant.

Associate Planner NELSON reviewed the report on this item. For further information, refer to Staff Report #18-16.

Secretary's Note: Staff received an email prior to the meeting from KEN TESTA, of the Merced City School District, in support of the project. Ms. NELSON noted this in her presentation and provided copies to the Commission.

Public testimony was opened at 7:15 p.m.

Speaker from the Audience in Favor:

RICK MUMMERT, Benchmark Engineering, Representative of the Applicant, Escalon

There were no speakers from the audience in opposition to the project.

Public testimony was completed at 7:18 p.m.

M/S PADILLA-DYLINA, to find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Findings and ten (10) Conditions set forth in Staff Report #18-16 (RESOLUTION #3098):

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: Commissioner Camper

M/S PADILLA-RASHE, to find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1307, subject to the Findings and thirty (30) Conditions set forth in Staff Report #18-16 (RESOLUTION #3099):

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: Commissioner Camper

Commissioner CAMPER returned to the dais.

4.2 Commercial Cannabis Business Permit #18-04, initiated by S & S Company, LLC on property owned by Rose and Greg Opinski, Trustees. This application is a request to permit the Manufacturing of cannabis-based products on a 1.06 acre parcel located at 145 Riggs Avenue, Suite B in a Light Industrial zone.

Commissioner DREXEL recused himself from the hearing due to a professional conflict associated with an aspect of the project.

Principal Planner HREN reviewed the report on this item. He noted a memo from staff adding Condition #15, which was provided to the Commission prior to the meeting. For further information, refer to Staff Report #18-18.

Public testimony was opened at 7:37 p.m.

Speakers from the Audience in Favor:

GRANITE STANLEY, S & S Company, Applicant, Sonora
GREG OPINSKI, property owner, Merced

The Commission asked questions of the applicant regarding their years of experience in the industry and their chosen method of screening for new employees.

There were no speakers from the audience in opposition to the project.

Public testimony was completed at 7:50 p.m.

M/S PADILLA-CAMPER, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #18-17, and approve Commercial Cannabis Business Permit #18-04, subject to the Findings and fourteen (14) Conditions set forth in Staff Report #18-18, with the addition of Condition #15 as follows (RESOLUTION #4000):

(Note: ~~Strikethrough~~ and deleted language, underline added language.)

" 15) The room labeled as 'Bid Room' on the submitted floor plan is intended for use as a typical conference room and is not to be utilized for public demonstrations of cannabis or cannabis-based products, retail sales to the general public, distribution of cannabis or cannabis-based products, or any other activity that would otherwise require a Commercial Cannabis Business Permit other than one for Manufacturing; furthermore, all uses for this room must be in compliance with all other conditions of Commercial Cannabis Business Permit #18-04. "

AYES: Commissioners Camper, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: Commissioner Drexel

Commissioner DREXEL returned to the dais.

4.3 Commercial Cannabis Business Permits #18-01, #18-02, #18-03, initiated by Organic Trichome, Inc. on property owned by James G. Moulton and Lynda S. Moulton. These applications are requests to permit the Cultivation of up to 10,000 square feet of cannabis; the Distribution of cannabis and cannabis-based products; and the Manufacturing of cannabis-based products using both volatile and non-volatile methods on a 1.97 acre parcel at 115 Heron Way within a Light Industrial (I-L) zone.

Principal Planner HREN reviewed the report on this item. For further information, refer to Staff Report #18-17.

Public testimony was opened at 8:07 p.m.

Speakers from the Audience in Favor:

SEAN GALLINGER, Organic Trichome, Applicant, Sacramento
DR. PAUL WHITCOMB, co-owner, Granite Bay
TOM CLENDENIN, Clendenin Bros. Construction, Merced

The Commission asked questions of the applicant regarding their years of experience in the industry and their chosen method of screening for new employees.

There were no speakers from the audience in opposition to the project.

Public testimony was completed at 8:18 p.m.

M/S PADILLA-MARTINEZ, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #18-16, and approve Commercial Cannabis Business Permits #18-01, #18-02, and #18-03, subject to the Findings and fourteen (14) Conditions set forth in Staff Report #18-17 (RESOLUTION #4001):

AYES: Commissioners Camper, Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: None

4.4 Election of Planning Commission Chairperson and Vice-Chairperson

Commissioner PADILLA nominated Chairperson DYLINA to continue to be Chairperson and Commissioner CAMPER as Vice-Chairperson. Both Chairperson DYLINA and Commissioner CAMPER accepted the nominations. There were no other nominations for Chairperson or Vice-Chairperson.

M/S PADILLA-HARRIS, and carried by the following vote, to elect Chairperson DYLINA to continue as Chairperson and to elect Commissioner CAMPER as Vice-Chairperson:

AYES: Commissioners Camper, Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: None

5. INFORMATION ITEMS

5.1 Calendar of Meetings/Events

Planning Manager ESPINOSA briefed the Planning Commission on items for the next few Planning Commission meetings.

Chairperson Dylina announced to the Commission that he may not be present on the meeting of September 18, 2018, due to a prior conflict.

6. ADJOURNMENT

There being no further business, Chairperson DYLINA adjourned the meeting at 8:24 p.m.

Respectfully submitted,

KIM ESPINOSA, Secretary
Merced City Planning Commission

APPROVED:

ROBERT DYLINA, Chairperson
Merced City Planning Commission

CITY OF MERCED
Planning Commission

Resolution #3098

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.58 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.58 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.58 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner DYLINA, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:GPA #18-01/SUP Rev #13 to PD #42 (GPA Res)

Conditions of Approval
Planning Commission Resolution #3098
General Plan Amendment #18-01 and Site Utilization Plan #13 to Planned Development (PD) #42

1. The General Plan designation shall be changed from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for Lot A and changed from Low-Medium Density Residential (LMD) to Open Space/Park for 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended) as shown on Exhibit A. The Site Utilization Plan for Planned Development (P-D) #42 shall be modified to change the designation from Park to Single-Family Residential for Lot A and from Single-Family Residential to Park for the 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended), also shown on Exhibits 1 and 2 - Attachments B and C of Staff Report #18-16.

2. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

4. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such

fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

7. The new park site shall be dedicated by separate deed for "Park Purposes."

8. The dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

9. The new park site at the southeast corner of Freemark Avenue and Catherine A Hostetler Blvd. shall be dedicated for park use by a separate document. This shall occur either prior to or simultaneously with the recordation of the City's vacation of Lot A.

10. Street frontage improvements, including curb, gutter, sidewalks, and park strips for the new park site at the southeast corner of Catherine A Hostetler Boulevard and Freemark Avenue shall be installed with the construction of Lot 17-C (consistent with the approval of Tentative Map #1308 for Bellevue Ranch West).

n:shared:planning:PC Resolutions:GPA#18-01/SUP Rev#13 to PD #42 Exhibit A

CITY OF MERCED
Planning Commission

Resolution #3099

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **Tentative Subdivision Map #1307**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.58 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.58 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.58 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1307, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner RASHE, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:TSM #1307

Conditions of Approval
Planning Commission Resolution # 3099
Vesting Tentative Subdivision Map # 1307

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (VTSM #1307), - Attachment D of Staff Report #18-16, except as modified by the conditions.
2. The approval of the VTSM #1307 is subject to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to P-D #42 and will not become effective until the date of the City Council approval.
3. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply.
4. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
5. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.
6. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
7. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any

governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

8. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

9. Should any conflicts arise between the tentative map conditions contained herein and those conditions, mitigation measures, and guiding principles contained in the BRMDP, Appendices D, E, and F, or any other pertinent Sections/Appendices of the BRMDP, said conditions, mitigation measures, guiding principles, and sections/appendices shall take precedence.

10. All public improvements shall be provided along all new roadways and any damaged or missing improvements along M Street within the project area's frontage shall be repaired/replaced.

11. Developer shall construct full public improvements (including, but not limited to, curb and gutter, pavement, sidewalk and one drive approach per lot, street lights, landscaping, and utilities) on all new streets.

12. Fire hydrants shall be installed along street frontages to provide fire protection to the area. The hydrants shall meet all City of Merced standards and shall comply with all requirements of the City of Merced Fire Department. Final location of the fire hydrants shall be determined by the Fire Department.

13. Unless another funding mechanism is put into place, a fee of $861 per dwelling unit shall be collected at time of building permit issuance to fund the future construction of the bridge at Fahrens Creek and Bellevue Road. This fee is in addition to all other permit and impact fees.

14. Prior to recordation of a final map, the dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

15. The project shall comply with all the Post Construction Standards required to comply with state requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

16. The project shall comply with all requirements of the California Building Code and all flood requirements of the Federal Emergency Management Agency (FEMA). All necessary documentation related to the construction of the residential uses shall be provided at the building permit stage.

17. Prior to the recording of a final map, proper documentation shall be provided to the satisfaction of the City Engineer, showing how storm water will be managed on the site and directed to the City's storm water system. Storm water shall be collected on-site and metered into the City's system. The developer shall provide calculations to confirm there is capacity in the existing storm water system to serve the proposed project. If there is not sufficient capacity, the developer shall provide an alternative to using the existing lines and drainage basin.

18. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

19. Prior to final inspection of any home, all front yards and side yards exposed to public view shall be provided with landscaping to include, ground cover, trees, shrubs, and irrigation in accordance with Merced Municipal Code Section 20.36.050. Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or City mandated water regulations dealing with the current drought conditions. All landscaping shall comply with the City's Water Efficient Landscape Ordinance (MMC Section 20.36.030).

20. Provide all utility services to each lot, including sanitary sewer, water, electric power, gas, telephone, and cable television. All new utilities are to be undergrounded.

21. Install appropriate street name signs and traffic control signs with locations, names, and types approved by the City Engineer.

22. Developer shall provide construction plans and calculations for all landscaping and public maintenance improvements. All such plans shall conform to City standards and meet approval of the City Engineer.

23. Per the BRMDP, all exterior building materials shall consist of stucco, masonry, or architectural grade wood siding, and roofing materials shall consist of tile, wood shake (with acceptable fire rating), and architectural composition shingles.

24. The building facades shall be of high quality design providing varied elevations and color schemes. All designs shall be consistent with the requirements of the BRMDP and Planned Development (P-D) #42.

25. At the building permit stage, the site plans for each lot shall include a minimum 3-foot by 6-foot concrete pad located in the side yard or backyard for the storage of 3 refuse containers.

26. All dwellings shall be designed to include fire sprinklers as required by the California Fire Code.

27. All garages shall have a minimum setback of 20 feet measured from the property line or back of sidewalk, whichever is closest to the front of the garage. Per the BRMDP, the setback for the living area portion of the house may be reduced to 15 feet and shall also be measured from the property line or back of sidewalk, whichever is closest to the living area portion of the house. Lot coverage shall not exceed 45% for all lots 6,000 square feet or larger and 55% for lots less than 6,000 square feet.

28. All mechanical equipment shall be screened from public view.

29. No residential driveways shall front any arterial or collector street.

30. A 6-foot-tall masonry wall and a minimum 10-foot-wide landscape strip shall be installed along M Street and Arrow Wood Drive consistent with the requirements of the Bellevue Ranch Master Development Plan.

CITY OF MERCED
Planning Commission

Resolution #4000

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **Commercial Cannabis Business Permit #18-04,** initiated by S & S Company, LLC, on property owned by Rose and Greg Opinski, Trustees. This application is a request to permit the Manufacturing of cannabis-based products on a 1.06 acre parcel located at 145 Riggs Avenue, Suite B in a Light Industrial zone; also known as Assessor's Parcel Number 059-420-058.

WHEREAS, the Merced City Planning Commission concurs with Findings A through J of Staff Report #18-18; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #18-17, and approve Commercial Cannabis Business Permit #18-04, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner CAMPER, and carried by the following vote:

AYES:	Commissioners Camper, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES:	None
ABSENT:	None
ABSTAIN:	Commissioner Drexel

Adopted this 8th day of August, 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

Conditions of Approval
Planning Commission Resolution # 4000
Commercial Cannabis Business Permit #18-04

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and Exhibit 2 (existing building photos) -- Attachments B and D of Staff Report #18-18, except as modified by the conditions.
2. All conditions and requirements contained in Ordinance #2480 (Attachment G) shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.
6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, and in compliance with all applicable ordinances, statutes, and/or regulations.

7. The proposed project shall comply with all applicable regulations of the State of California, including but not limited to, those found in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

8. The proposed project shall provide that all manufacturing activities occur indoors within a fully enclosed and secure structure, and ensure that the property on which the structure sits is secure and appropriately screened. The details of the property's fencing, security and screening are to meet the approval of the Director of Development Services and Chief of Police prior to the issuance of a Certificate of Occupancy.

9. The applicants shall meet the standards of the City of Merced's "Commercial Building Permit Application Submittal Requirements" (Attachment G) at the time of submittal for building permits for tenant improvement.

10. The applicants shall keep on the premises of the proposed project site a physical copy of the approved plans, to be annotated and updated accordingly with any notes, changes, or requirements determined to be necessary by representatives of the City of Merced or any contractors that the City of Merced may employ for the purpose of site inspections. These plans shall be made available to the City's representatives, employees, agents, inspectors, or contractors upon request.

11. The facility operated by the applicants shall be secured from intentional or accidental access by any person not employed, contracted or otherwise authorized on the premises, including any tenants of other buildings on the same property.

12. Fire sprinklers shall be modified to accommodate the building configuration and process configuration prior to occupancy.

13. Regulatory Fees as per Resolution #2017-67 are to be paid prior to the issuance of a Certificate of Occupancy and annually thereafter on or before the anniversary date. The Regulatory Fee may be amended from time to time based upon actual costs. The amount of the fees shall be adjusted annually (starting on January 1, 2019) to account for inflation by using the Consumer Price Index (CPI). In no event, shall the fees in any year be less than the preceding year.

14. Future modifications to the scale, scope, activities, implementation, processes, materials, design, layout or other factors pertaining to the

operation of the project that are consistent with permits to perform activities related to the manufacturing of cannabis and cannabis-based products may be authorized with the approval of the City's Chief Building Official, Fire Chief, and Director of Development Services.

15. The room labeled as 'Bid Room' on the submitted floor plan is intended for use as a typical conference room and is not to be utilized for public demonstrations of cannabis or cannabis-based products, retail sales to the general public, distribution of cannabis or cannabis-based products, or any other activity that would otherwise require a Commercial Cannabis Business Permit other than one for Manufacturing; furthermore, all uses for this room must be in compliance with all other conditions of Commercial Cannabis Business Permit #18-04.

n:shared:planning:PC Resolutions: CCBP 18-04 Exhibit A

CITY OF MERCED
Planning Commission

Resolution #4001

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **Commercial Cannabis Business Permits #18-01, #18-02, and #18-03,** initiated by Organic Trichome, Inc., on property owned by James G. Moulton and Lynda S. Moulton. These applications are requests to permit the Cultivation of up to 10,000 square feet of cannabis; the Distribution of cannabis and cannabis-based products; and the Manufacturing of cannabis-based products using both volatile and non-volatile methods on a 1.97 acre parcel at 115 Heron Way within a Light Industrial (I-L) zone; also known as Assessor's Parcel Number (APN) 059-430-033; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through J of Staff Report #18-17; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #18-16, and approve Commercial Cannabis Business Permits #18-01, #18-02, and #18-03, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner MARTINEZ, and carried by the following vote:

AYES: Commissioners Camper, Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: None

Adopted this 8th day of August, 2018

Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

Conditions of Approval
Planning Commission Resolution # 4001
Commercial Cannabis Business Permits #18-01, #18-02, and #18-03

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and Exhibit 2 (elevations) -- Attachments B and D of Staff Report #18-17, except as modified by the conditions.
2. All conditions and requirements contained in Ordinance #2480 (Attachment G) shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control. State Law shall prevail in regards to cannabis activities as permitted by State Law.

7. The proposed project shall comply with all applicable regulations of the State of California, including but not limited to, those found in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

8. The proposed project shall provide that all manufacturing activities occur indoors within a fully enclosed and secure structure, and ensure that the property on which the structure sits is secure and appropriately screened. The details of the property's fencing, security and screening are to meet the approval of the Director of Development Services and Chief of Police prior to the issuance of a Certificate of Occupancy.

9. The applicants shall meet the standards of the City of Merced's "Commercial Building Permit Application Submittal Requirements" (Attachment H) at the time of submittal for building permits for tenant improvement.

10. The applicants shall keep on the premises of the proposed project site a physical copy of the approved plans, to be annotated and updated accordingly with any notes, changes, or requirements determined to be necessary by representatives of the City of Merced or any contractors that the City of Merced may employ for the purpose of site inspections. These plans shall be made available to the City's representatives, employees, agents, inspectors, or contractors upon request.

11. The facility operated by the applicants shall be secured from intentional or accidental access by any person not employed, contracted or otherwise authorized on the premises, including any tenants of other buildings on the same property.

12. Fire sprinklers shall be modified to accommodate the building configuration and process configuration prior to occupancy.

13. Regulatory Fees as per Resolution #2017-67 are to be paid prior to the issuance of a Certificate of Occupancy and annually thereafter on or

before the anniversary date. The Regulatory Fee may be amended from time to time based upon actual costs. The amount of the fees shall be adjusted annually (starting on January 1, 2019) to account for inflation by using the Consumer Price Index (CPI). In no event, shall the fees in any year be less than the preceding year.

14. Future modifications to the scale, scope, activities, implementation, processes, materials, design, layout or other factors pertaining to the operation of the project that are consistent with permits to perform activities related to the cultivation, distribution and manufacturing of cannabis and cannabis-based products may be authorized with the approval of the City's Chief Building Official, Fire Chief, and Director of Development Services.

n:shared:planning:PC Resolutions: CCBP #18-01, 18-02, 18-03 Exhibit A

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.3. Meeting Date: 9/17/2018

Report Prepared by: Stephani Davis, Secretary I, Planning Division

SUBJECT: Information Only-Bicycle Advisory Commission Minutes of June 26, 2018

RECOMMENDATION
For information only.

ATTACHMENTS
1. BAC Minutes 06-26-2018

CITY OF MERCED
BICYCLE ADVISORY COMMISSION

M I N U T E S

Council Chambers
678 W 18TH STREET
MERCED, CALIFORNIA

TUESDAY
June 26, 2018

Chairperson HOTHEM called the meeting of the Bicycle Advisory Commission to order at 3:05 PM.

(B) ROLL CALL

Present: Tom Hothem (Chairperson)
Jules Comeyne
Greg Friedman
Steven Lerer (Vice-Chairperson)
Isai Palma
Ann Thurston

Absent: Justin Hicks (Excused)
(Two vacancies, two Ex-Officio)

Staff Present: Michael Hren, Principal Planner

Others Present: Lisa Kayser-Grant, Merced Bicycle Coalition

(C) APPROVE MINUTES OF APRIL 24, 2018:

ON MOTION BY COMMISSIONER COMEYNE, SECONDED BY COMMISSIONER THURSTON, DULY CARRIED BY UNANIMOUS VOICE VOTE (ONE ABSENT), TO APPROVE THE APRIL 24, 2018, MINUTES AS SUBMITTED.

(D) ORAL COMMUNICATIONS

Chairperson HOTHEM opened the floor to the public at 3:07 PM.

LISA KAYSER-GRANT reported on Bike Month Activities, including the Mayor's Bike Ride with over 50 participants and giveaways for bikes and helmets. She also responded to comments she has heard indicating the Bicycle Advisory Commission is a "small special

interest group". She urged that the Commission represents everybody in Merced, children and adults, and that everyone should be able to ride a bike safely and without fear.

Chairperson HOTHEM closed public comment at 3:11 PM.

BICYCLE ADVISORY COMMISSION REQUESTS, INFORMATION ITEMS, AND SUBCOMMITTEE REPORTS

(E) REPORT ON MEETING BETWEEN CITY STAFF AND BAC REPRESENTATIVES

Chairperson HOTHEM had prepared a summary of the meeting in question, which was provided in the Commissioners' packets. Chairperson HOTHEM explained the summary. Principal Planner HREN described some of the reasoning for the proposed evolution of the Bicycle Advisory Commission to include more Active Transportation issues.

Chairperson HOTHEM opened public comment at 3:29 PM.

Ms. KAYSER-GRANT noted that she would be concerned about the committee solely focusing on Active Transportation Plan (ATP) grant seeking and endorsing, and that she feels the Commission has a larger scope. She also noted concerns with past issues regarding the Bicycle Advisory Commission and City Staff.

Chairperson HOTHEM closed public comment at 3:36 PM.

Chairperson HOTHEM reopened public comment at 3:37 PM.

Ms. KAYSER-GRANT would like to see representatives from the meeting attending the BAC.

Mr. HREN indicated that he was able to answer questions to the best of his ability and provide a conduit to others as well. He explained the City's desire to have more communication and input between the BAC and staff, especially on projects seeking grant funds in a rapid timeframe.

Chairperson HOTHEM closed public comment at 3:45 PM.

POLICY, BIKE PROMOTION & DEVELOPMENT-RELATED ITEMS (Planning Department)

(F) LETTER OF SUPPORT FOR CHILDS AVENUE MULTI-USE PATH ATP APPLICATION

Mr. HREN introduced the item and explained the genesis of this request. The Commission discussed the town hall meetings from which this project originated. Commissioner PALMA spoke regarding the public meeting and the requests for improvement of this area.

Chairperson HOTHEM asked to see the full plan. Mr. HREN indicated that this application includes performing the design of the pathway and that those plans are not available yet. The Commission indicated that they would like to review the design work once it is completed and asked for the letter of support to be revised to that effect.

Chairperson HOTHEM opened public comment at 3:58 PM.

Ms. KAYSER-GRANT noted that she would like to see a path that is wider than the minimum allowable path and that there be clear delineations for cyclists and pedestrians. She added that the Merced Bicycle Coalition is willing to consider submitting letters of support as well.

Chairperson HOTHEM closed public comment at 4:04 PM

ON MOTION BY COMMISSIONER LERER, AND SECONDED BY COMMISSIONER FRIEDMAN, DULY CARRIED BY THE FOLLOWING VOTE TO AMEND THE LETTER OF SUPPORT FOR THE CHILDS AVENUE MULTI-USE PATH ATP APPLICATION AS FOLLOWS:

> AMEND THE FIRST AND LAST PARAGRAPHS TO STATE THAT THE APPLICATION IS, 'FOR THE DESIGN OF A CHILDS AVENUE MULTI-USE PATH THAT FULLY SUPPORTS THE NEEDS OF BOTH CYCLISTS AND PEDESTRIANS'.
>
> AMEND THE LAST PARAGRAPH TO ADD, "THE BAC LOOKS FORWARD TO REVIEWING AND WORKING WITH THE CITY OF MERCED REGARDING THE DESIGN OF THE CHILDS AVENUE MULTI-USE PATH."

AYES: COMMISSIONERS COMEYNE, FRIEDMAN, HOTHEM, LERER, THURSTON, PALMA
NOES: NONE
ABSENT: COMMISSIONER HICKS
ABSTAIN: NONE

ON MOTION BY COMMISSIONER PALMA, AND SECONDED BY CHAIRPERSON HOTHEM, DULY CARRIED BY THE FOLLOWING VOTE TO EMPOWER CHAIRPERSON HOTHEM TO SIGN THE LETTER OF SUPPORT FOR THE CHILDS AVENUE MULTI-USE PATH ATP APPLICATION, CHANGING THE SIGNATORY FROM VICE-CHAIR LERER TO CHAIRPERSON HOTHEM, AS AMENDED:

AYES: COMMISSIONERS COMEYNE, FRIEDMAN, HOTHEM, LERER, THURSTON, PALMA
NOES: NONE
ABSENT: COMMISSIONER HICKS
ABSTAIN: NONE

(G) COMPLETE STREETS PILOT PROJECT DISCUSSION

Mr. HREN explained that the City Engineering Department had determined, of the options presented, that G Street north of Olive Avenue has the best opportunity to proceed quickly. The Main Street project would be listed in the Active Transportation Plan as a secondary option; due to construction activities and other considerations that project is likely to have a longer delay in implementation.

Chairperson HOTHEM suggested extending the bicycle infrastructure as far as the City boundaries. He added potentially extending the project to the west side of G Street north of Yosemite, and also to include the area near El Capitan High School. Mr. HREN indicated that he could list those suggestions as additional options to this project should funding become available.

Chairperson HOTHEM opened public comment at 4:15 PM.

Ms. KAYSER-GRANT noted concern that the proposed primary location for a Pilot Project is in a location that is already well served for bicyclists.

The BAC discussed other potential Pilot Project locations and treatments.

Mr. HREN advised that improving an area that has an active cycling community creates an opportunity to get a groundswell of support for expanding new treatments to other locations in Merced.

Chairperson HOTHEM closed public comment at 4:25 PM.

(H) OTHER BUSINESS

Mr. HREN noted that the updates to the Merced Municipal Code, regarding bicycle licensing, will be going to the City Council on August 6, 2018.

Chairperson HOTHEM opened public comment at 4:27 PM.

Ms. KAYSER-GRANT described the Mayor's Bike Ride poster contest. Mr. HREN thanked the Merced Bicycle Coalition for their coordination and support of the Mayor's Bike Ride.

Chairperson HOTHEM closed public comment at 4:28 PM.

(I) ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING OF TUESDAY, AUGUST 28, 2018, AT 3:00 P.M. IN THE COUNCIL CHAMBERS,

ON MOTION BY COMMISSIONER COMEYNE, AND SECONDED BY COMMISSIONER LERER, DULY CARRIED BY UNANIMOUS VOICE VOTE (ONE ABSENT), CHAIRPERSON HOTHEM ADJOURNED THE MEETING AT 4:28 P.M. TO THE REGULARLY SCHEDULED BICYCLE ADVISORY COMMISSION MEETING ON TUESDAY, AUGUST 28 , 2018, AT 3:00 P.M. IN THE CITY COUNCIL CHAMBERS, 678 W. 18TH STREET, MERCED, CALIFORNIA.

BY:

MICHAEL HREN, AICP
PRINCIPAL PLANNER/
COMMISSION SECRETARY

APPROVED:

TOM HOTHEM, CHAIRPERSON
BICYCLE ADVISORY COMMISSION

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.4. Meeting Date: 9/17/2018

Report Prepared by: Stephani Davis, Secretary I, Planning Division

SUBJECT: Information Only-Bicycle Advisory Commission Minutes of April 24, 2018

RECOMMENDATION
For information only.

ATTACHMENTS
1. BAC Minutes 04-24-2018

CITY OF MERCED
BICYCLE ADVISORY COMMISSION

M I N U T E S

Council Chambers
678 W 18TH STREET
MERCED, CALIFORNIA

TUESDAY
April 24, 2018

Acting Chairperson HOTHEM called the meeting of the Bicycle Advisory Commission to order at 3:00 p.m.

(B) ROLL CALL

Present: Tom Hothem (Chairperson)
Jules Comeyne
Greg Friedman
Steven Lerer (Vice-Chairperson)
Ann Thurston

Absent: Justin Hicks (Excused)
Isai Palma (Excused)
(Two vacancies, two Ex-Officio)

Staff Present: Michael Hren, Principal Planner

Others Present: Lisa Kayser-Grant, Merced Bicycle Coalition

(C) APPROVE MINUTES OF FEBRUARY 27, 2018

ON MOTION BY COMMISSIONER COMEYNE, SECONDED BY COMMISSIONER LERER, DULY CARRIED BY UNANIMOUS VOICE VOTE (TWO ABSENT), TO APPROVE THE FEBRUARY 27, 2018, MINUTES AS SUBMITTED.

(D) ORAL COMMUNICATIONS

Principal Planner HREN informed the Commission that a Proclamation for Bike Month and Bike to Work and School Day would be made at the City Council meeting of May 7, 2018. He asked for a member to attend in order to receive the Proclamation and say a few words. Chairperson HOTHEM volunteered to attend.

Mr. HREN noted that he had received communication from absent Commissioners HICKS and PALMA regarding a later item and that he would provide details under the appropriate item.

BICYCLE ADVISORY COMMISSION REQUESTS, INFORMATION ITEMS, AND SUBCOMMITTEE REPORTS

(E) PROPOSED UPDATE TO MERCED MUNICIPAL CODE CHAPTER 10.44

The Commission discussed the details of the proposed update and the process to move forward with its recommendation to the City Council.

Chairperson HOTHEM opened public comment at 3:15 PM.

LISA KAYSER-GRANT asked whether the Police Department's ability to give a misdemeanor charge was new. Mr. HREN clarified that this is already in use by the Merced Police Department. Commissioner THURSTON indicated that this language was a result of the meeting that was held between the subcommittee of the Bicycle Advisory Commission and Lieutenant STRUBLE of the Police Department. At that meeting, Lt. STRUBLE indicated that the Police Department wished to retain this enforcement tool.

Chairperson HOTHEM closed public comment at 3:17 PM.

ON MOTION BY COMMISSIONER LERER, AND SECONDED BY COMMISSIONER THURSTON, DULY CARRIED BY THE FOLLOWING VOTE TO RECOMMEND THE PRESENTED ORDINANCE TO THE MERCED CITY COUNCIL FOR APPROVAL:

AYES:	COMMISSIONERS COMEYNE, FRIEDMAN, HOTHEM, LERER, THURSTON
NOES:	NONE
ABSENT:	COMMISSIONERS HICKS, PALMA
ABSTAIN:	NONE

Chairperson HOTHEM thanked the subcommittee for its efforts in drafting this recommendation.

(F) COMMISSION RECOMMENDATIONS ON LOCATIONS AND TREATMENTS FOR A POTENTIAL PILOT PROJECT

Mr. HREN introduced the item and presented notes from absent Commissioners HICKS and PALMA. The Commission discussed other recommendations for locations and treatments for a pilot project.

Chairperson HOTHEM opened public comment at 3:27 PM.

Ms. KAYSER-GRANT suggested splitting the pilot project into a four-block section on Main Street and a four-block section on M Street.

Chairperson HOTHEM closed public comment at 3:29 PM.

The BAC agreed that its primary recommendation for a pilot project was for the Main Street Corridor from R Street to G Street including green plasticized squares with raised white sharrows every 125 to 150 feet. Additionally, at signalized intersections either sensors or a push button signal for cyclists to indicate their presence. If there are sensors, the treatment should include a green bike box at the intersection as well as "Bicycles may use full lane" signs to match the green bike boxes.

Another proposal was to use the same treatments as the primary recommendation but limiting the Main Street portion to the area from Martin Luther King, Jr. Way to N Street and using these treatments on M Street from 15th Street to 19th Street as well.

Another proposal was to improve a north/south corridor that connects to Main Street, such as Martin Luther King, Jr. Way, G Street, or N Street from Main to approximately 13th Street The treatment for this proposal is for a Class II bike lane fully striped, four feet from the curb. At 100 feet from the intersection, green bands would be striped horizontally across the lane, widening to become a green bike box at the intersection. Within the lane, green plasticized squares with raised white bicycle symbols would be placed at regular intervals.

POLICY/BIKE PROMOTION/DEVELOPMENT RELATED ITEMS (Planning Department)

(G) DISCUSSION ON POLICY RECOMMENDATIONS FOR UPDATES TO THE GENERAL PLAN

Mr. HREN noted that the Engineering and Planning Departments would like to have a meeting with the Chairperson and Vice-Chairperson of the Bicycle Advisory Commission to facilitate coordination and communication, particularly as it relates to grants and other project and funding-related issues.

(H) ANNUAL ATTENDANCE REPORT

The attendance report was presented to the BAC.

ON MOTION BY COMMISSIONER LERER, AND SECONDED BY COMMISSIONER FRIEDMAN, DULY CARRIED BY THE FOLLOWING VOTE TO APPROVE THE ANNUAL ATTENDANCE REPORT FOR INCLUSION IN THE ANNUAL BOARD/COMMISSION ATTENDANCE SUMMARY TO THE CITY COUNCIL AT THEIR MAY MEETING:

AYES: COMMISSIONERS COMEYNE, FRIEDMAN, HOTHEM, LERER, THURSTON
NOES: NONE
ABSENT: COMMISSIONERS HICKS, PALMA
ABSTAIN: NONE

(I) OTHER BUSINESS

Ms. KAYSER-GRANT extended invitations to Bike to Work and School Day on May 18th as well as the All Merced Road Ride and on Saturday, May 19th for the Mayor's Bike Ride starting at Bob Hart Square at 9:00 AM. She also requested use of City lobby display boards for the posters from the poster conteStreet

Chairperson HOTHEM noted that he would not be present at the next Bicycle Advisory Commission meeting.

(J) ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING OF TUESDAY, JUNE 26, 2018, AT 3:00 P.M. IN THE COUNCIL CHAMBERS

ON MOTION BY COMMISSIONER FRIEDMAN, AND SECONDED BY COMMISSIONER COMEYNE, DULY CARRIED BY UNANIMOUS VOICE VOTE (TWO ABSENT), CHAIRPERSON HOTHEM ADJOURNED THE MEETING AT 3:45 P.M. TO THE REGULARLY SCHEDULED BICYCLE ADVISORY COMMISSION MEETING ON TUESDAY, JUNE 26, 2018, AT 3:00 P.M. IN THE CITY COUNCIL CHAMBERS, 678 W. 18TH STREET, MERCED, CALIFORNIA.

BY:

MICHAEL HREN, AICP
PRINCIPAL PLANNER/
COMMISSION SECRETARY

APPROVED:

TOM HOTHEM, CHAIRPERSON
BICYCLE ADVISORY COMMISSION

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.5. Meeting Date: 9/17/2018

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of August 20, 2018

REPORT IN BRIEF
Official adoption of previously held meeting minutes.

RECOMMENDATION
City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of August 20, 2018.

ALTERNATIVES
1. Approve as recommended; or,
2. Approve, subject to amendments.

ATTACHMENTS
1. Minutes of August 20, 2018

CITY OF MERCED

Minutes

City Council/Public Finance and Economic Development Authority/Parking Authority

City Council Chamber
Merced Civic Center
2nd Floor
678 W. 18th Street
Merced, CA 95340

Monday, August 20, 2018 **7:00 PM**

A. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 7:02 PM.

A.1. Invocation - Pastor Keith French, This Ain't Your Mama's Church

The invocation was delivered by Pastor Keith FRENCH from This Ain't Your Mama's Church.

A.2. Pledge of Allegiance to the Flag

Council Member SERRATTO led the Pledge of Allegiance to the Flag.

B. ROLL CALL

Present: 6 - Council Member Michael Belluomini, Council Member Anthony Martinez, Mayor Pro Tempore Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, and Mayor Mike Murphy

Absent: 1 - Council Member Kevin Blake

B.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and the Public Financing and Economic Development Authority. City Council members receive a monthly stipend of $20.00 by Charter for sitting as the City Council; and the Mayor receives an additional $50.00 each month as a part of the adopted budget and Resolution 1975-37. The members of the Parking Authority and the Public Financing and Economic Development Authority receive no compensation.

C. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

D. ORAL COMMUNICATIONS

Monica VILLA, Merced - spoke on city parks and various topics.

E. CONSENT CALENDAR

Items E.8. Resolution Opposing the State Water Resources Control Board Substitute Environmental Document, E.9.Award Bid to Rolfe Construction Company for the Yosemite Avenue Improvement Project 113055, and

E.10. Award Bid to Telfer Pavement Technologies, LLC for the Scrub Seal Project at Various Locations, Project No. 118039; were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Council Member Pedrozo, seconded by Council Member Belluomini, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

E.1. **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

This Consent Item was approved.

E.2. **SUBJECT:** Information Only - Recreation & Parks Commission Minutes of February 27, 2017, August 28, 2017, September 25, 2017, November 27, 2017, January 22, 2018, February 26, 2018, March 26, 2018, April 23, 2018, May 29, 2018, June 25, 2018

RECOMMENDATION

For information only.

This Consent Item was approved.

E.3. **SUBJECT:** Information Only-Planning Commission Minutes of June 6, 2018

RECOMMENDATION

For information only.

This Consent Item was approved.

E.4. **SUBJECT:** Information Only - Measure C Committee Minutes of February 14, 2017 and May 23, 2017

RECOMMENDATION

For information only.

This Consent Item was approved.

E.5. **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of July 16, 2018, July 30, 2018, and August 7, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of July 16, 2018, July 30, 2018, and August 7, 2018.

This Consent Item was approved.

E.6. **SUBJECT:** Notice of Vacancies - Arts and Culture Commission

REPORT IN BRIEF

Requests direction for filling vacancies on the newly created Arts and Culture Commission.

RECOMMENDATION

City Council - Adopt a motion directing staff to notice vacancies on the Arts and Culture Commission and to seek applicants for the position.

This Consent Item was approved.

E.7. **SUBJECT:** Land Use Determination #18-01 - Finding of Public Convenience or Necessity for Cardenas Market Located at 1136 W. Main Street

REPORT IN BRIEF

This report provides options for the City Council to consider making a Finding of Public Convenience or Necessity (PCN), as required by the Department of Alcoholic Beverage Control (ABC) to issue a Type 21 alcohol license (off-sale general allowing the sale of beer, wine, and distilled spirits) for Cardenas Market located at 1136 W. Main Street.

RECOMMENDATION

City Council - Adopt a motion approving the Finding of Public Convenience or Necessity to allow Cardenas Market, located at 1136 W. Main Street, to obtain a Type 21 license for off-sale general allowing the sale of beer, wine, and distilled spirits (Option #1 as shown in the "Council Action" section of this Administrative Report).

This Consent Item was approved.

E.11.

SUBJECT: Second Reading of an Ordinance Amending Chapter 10.44, "Bicycles," of the Merced Municipal Code

REPORT IN BRIEF

Second reading of previously introduced ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2491,** an Ordinance of the City Council of the City of Merced, California, amending Chapter 10.44, "Bicycles," of the Merced Municipal Code.

This Consent Item was approved.

E.8.

SUBJECT: Resolution Opposing the State Water Resources Control Board Substitute Environmental Document

REPORT IN BRIEF

Request council approve resolution opposing the State Water Resources Control Board Substitute Environmental Document.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2018-57**, a Resolution of the City Council of the City of Merced, California, opposing the State Water Resources Control Board Substitute Environmental Document regarding potential changes to the water quality control plan for the San Francisco Bay - Sacramento/San Joaquin Delta Estuary.

Mayor MURPHY pulled this item to discuss the water issue in the Central

Valley.

Council Member BELLUOMINI spoke on the Water Rally that was held in Sacramento.

A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

E.9. **SUBJECT:** Award Bid to Rolfe Construction Company for the Yosemite Avenue Improvement Project 113055

REPORT IN BRIEF

Consider awarding a construction contract to Rolfe Construction Company in the amount of $972,233.25 for the Yosemite Avenue Improvement Project.

RECOMMENDATION

City Council - Adopt a motion awarding the Yosemite Avenue Improvement Project 113055 to Rolfe Construction Company in the amount of $972,233.25; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

Council Member MARTINEZ pulled this item to ask about the cost of the project.

Deputy Public Works Director Steven SON discussed the rising cost of materials.

Council and Mr. SON discussed the projects scope of work, the projected timeline of the project, and funding.

A motion was made by Council Member Pedrozo, seconded by Council Member Martinez, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

E.10. **SUBJECT:** Award Bid to Telfer Pavement Technologies, LLC for the Scrub Seal Project at Various Locations, Project No. 118039

REPORT IN BRIEF

Consider awarding a construction contract in the amount of $363,925.00 for the Scrub Seal Project at various locations.

RECOMMENDATION

City Council - Adopt a motion awarding the Scrub Seal project at various locations, Project No. 118039 to Telfer Pavement Technologies, LLC, in the amount of $363,925.00; and authorizing the City Manager or Assistant City Manager, to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

Council Member PEDROZO pulled this item to highlight the project.

A motion was made by Council Member Pedrozo, seconded by Council Member Martinez, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

F. PUBLIC HEARINGS

F.1. **SUBJECT:** Public Hearing - Potential Introduction of Ordinance 2492, Amending Section 10.16.010, “Speed Limits,” of the Merced Municipal Code

REPORT IN BRIEF

Consider the introduction of Ordinance 2492 amending Section 10.16.010, “Speed Limits,” of the Merced Municipal Code. Amendment to the Speed Limits section consists of modification to speed limits throughout the City.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2492**, an

Ordinance of the City Council of the City of Merced, California, amending Section 10.16.010, “Speed Limits” of the Merced Municipal Code.

Deputy Public Works Director Steven SON gave a slide show presentation on the Speed Zone Study.

Council and Mr. SON discussed speed limits on various streets and speed enforcement.

Mayor MURPHY opened the Public Hearing at 7:31 PM.

Frank KLICK, Merced - spoke on his concerns with vehicles speeding on Yosemite Avenue east of McKee Road.

Peter BONSALL, Merced - stated that the Council should have more influence to change the speed limit. He also spoke on his concerns for kids and pedestrians walking in areas of higher speed limits and speed limits in school zones.

Mr. SON explained the speed limits in school zones and the default speed when children are present.

Keith ENSMINGER, Merced - spoke on his concerns with vehicles speeding in his neighborhood. He also spoke on speed bumps, funding for speed bumps, and other traffic measures.

Monica VILLA, Merced - spoke on her concerns for children and high speed limits. She also spoke on shared roads in the downtown area.

Mayor MURPHY closed the Public Hearing at 7:56 PM.

Council and Mr. SON discussed the criteria for placing speed bumps in neighborhoods, public education campaigns, traffic cirlces, and the difference between County and City speed limits.

Mayor MURPHY discussed the speed limits on various roads. He also requested Mr. Son reevaluate the speed on Yosemite Avenue.

A motion was made by Council Member Serratto, seconded by Council Member Pedrozo, to approve the introduction of Ordinance 2492. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

F.2.

SUBJECT: Public Hearing - Authorization for Demolition of Well Site #3 Elevated Tank, Project No. 117047

REPORT IN BRIEF

Consider authorizing actions to remove the elevated water storage tank at Well Site #3, including certification of the Final Environmental Impact Report (EIR).

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2018- 56**, a Resolution of the City Council of the City of Merced, California, approving and certifying a final Environmental Impact Report for the Well 3 Tank Demolition Project, making findings and determinations, adopting a statement of facts and overriding considerations, and adopting a Mitigation Monitoring Program; and,

B. Approving an amendment to agreement for professional services (environmental compliance) with Rincon, Incorporated; and,

C. Approving an agreement for professional services (engineering design services) with Cardno, Incorporated, in the amount of $88,361; and,

D. Authorizing the City Manager or Assistant City Manager to execute the necessary documents.

Environmental Project Manager Joe ANGULO gave a brief presentation on the authorization for demolition of well site #3 elevated tank.

Council Member MARTINEZ and Rincon Consultant Eric VONBERG discussed the historic significance of well site # 3 water tower.

Mayor MURPHY opened the Public Hearing at 8:22 PM

Ronnie DE ANDA, Merced - spoke on the historic tower.

Mayor MURPHY closed the Public Hearing at 8:24 PM.

Interim City Attorney Jolie HOUSTON stated that there were typos in the Resolution and to approve the Resolution as amended.

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore McLeod, that this agenda item be approved as amended. The motion

carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

G. REPORTS

G.1.

SUBJECT: Draft Report of the Water Rate Study and Request to Set a Public Hearing Following the Proposition 218 Notification

REPORT IN BRIEF

Presentation of the Draft Water Rate & Capital Facility Charge Study.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Water Rate and Capital Facility Charge Study report; and,

B. Authorizing staff to proceed with the Public Notification process following Proposition 218 guidelines; and,

C. Setting a Public Hearing for October 15, 2018, at 6:00 PM to approve the amended rates.

Stantec Consultant Mark HILDABRAND gave a slide show presentation on the Water Rate Study.

Council and Mr. HILDABRAND discussed the annual bill rate, the City of Turlock's commercial rate, and the water connection fee for Capital Facilities.

Mayor MURPHY, Mr. HILDABRAND, and staff discussed surface water usage and future planning of a surface water treatment plant.

Council Member BELLUOMINI and Mr. HILDABRAND discussed Capital Spending Forecast.

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore McLeod, to approve the water rate and capital facilties charges study report, authorize staff to proceed with the public notification process, and set a Public Hearing for October 15, 2018 . The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

G.2. **SUBJECT:** Entry Sign Consultant

REPORT IN BRIEF

Seeks Council direction on hiring entry sign consultant.

RECOMMENDATION

Provide Staff with direction regarding the hiring of an entry sign consultant.

City Manager Steve CARRIGAN gave a brief presentation on entry signs.

Council Member PEDROZO stated his opposition of the use of General Fund money for this project.

Council Member BELLUOMINI discussed the importance of Welcome Signs in the City.

Council discussed the Welcome Sign locations by the Campus Parkway off ramp, funding for the project, scope of work proposed, and possibly waiting for mid year to determine any savings.

A motion was made by Council Member Belluomini, seconded by Mayor Pro Tempore McLeod, to direct staff to hire an entry sign consultant. The motion carried by the following vote:

Aye: 5 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Serratto, and Mayor Murphy

No: 1 - Council Member Pedrozo

Absent: 1 - Council Member Blake

H. BUSINESS

H.1. **SUBJECT:** Discussion on a Tax Transparency Oversight Committee

REPORT IN BRIEF

Discussion on potentially combining the Measure C Oversight Committee and the Measure Y Oversight Committee into a Tax Transparency Oversight Committee.

RECOMMENDATION

For Information Only

Interim City Attorney Jolie HOUSTON gave a brief presentation on combining the Measure C Oversight Committee and the Measure Y Oversight Committee and creating a Tax Transparency Oversight Committee.

Assistant City Manager Stephanie DIETZ stated that this idea was brought to the Measure C Oversight Committee and that they agreed that combining both Oversight Committee's to form a Tax Transparency Oversight Committee would be beneficial.

Council discussed combining the Measure C Oversight Committee, the Measure Y Oversight Committee, and any future tax or bond measure committees.

Council Member BELLUOMINI requested clearer language in the section on meeting times and roles and duties. He also requested that the committee should report to Council once a year.

Council was in favor of combining the Measure C Oversight Committee and the Measure Y Oversight Committee into a Tax Transparency Oversight Committee.

Clerk's Note: No formal action was taken on this item.

H.2. **SUBJECT:** Establish a Council Subcommittee for Police Station Needs Assessment

REPORT IN BRIEF

Establish a subcommittee for police station needs assessment.

RECOMMENDATION

Provide staff direction on establishing a subcommittee.

Assistant City Manager Stephanie DIETZ gave a brief presentation on establishing a Council Subcommittee for Police Station needs assessment.

A motion was made by Council Member Pedrozo, seconded by Council Member Serratto, to appoint Council Member Blake, Council Member Belluomini, and Mayor Pro Tempore McLeod to the Council Subcommittee for Police Station needs assessment. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

H.3. Request to Add Item to Future Agenda

Council Member BELLUOMINI requested to add an item on Accessory Dwelling Units for the September 17th Council Meeting.

H.4. City Council Comments

Council Member PEDROZO reported on attending the tour and ribbon cutting of UC Merced's 2020 Plan and the Merced Union High School District Welcome Back meeting. He also spoke on the Water Rally in Sacramento and acknowledged the FFA Students for attending. He also reported on attending the 4th Annual Harvest of Hope dinner.

Council Member BELLUOMINI reported on attending the tour and ribbon cutting of UC Merced's 2020 Plan and the Water Rally in Sacramento. He spoke on visiting the Santa Rosa Mall and commented on the current updates of the mall.

Mayor Pro Tempore MCLEOD spoke on her admiration for the Police Department's Lip Sync Challenge.

Council Member SERRATTO reported on attending the Water Rally in Sacramento.

Council Member MARTINEZ spoke on the Water Rally in Sacramento and participating in the Merced Police Department's Lip Sync Challenge. He reported on attending the tour and ribbon cutting of UC Merced's 2020 Plan and the Merced Union High School District Welcome Back meeting.

Mayor MURPHY reported on attending the tour and ribbon cutting of UC Merced's 2020 Plan, the National Night Out event, the Merced Integrated Regional Water Management Authority meeting, the meet and greet event with the Downtown Neighborhood Association, the Police Department promotions and swearing-in ceremony, the Police Department Lip Sync Challenge, the skate park grand opening, the Merced Union High School District Welcome Back meeting, the Merced County Association of Governments meeting, and the Annual Gala for Playhouse Merced. He also spoke on the Water Rally in Sacramento.

I. ADJOURNMENT

Clerk's Note: The Regular Meeting was adjourned at 10:05 PM.

A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, to adjourn the Regular Meeting. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Council Member Blake

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.6. Meeting Date: 9/17/2018

Report Prepared by: Steve Carrigan, City Manager

SUBJECT: Entry Sign Consultant Contract

REPORT IN BRIEF
Seek Council approval of contract for entry sign consultant and appropriate funds from General Fund.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving a contract from Graphic Solutions for entry sign design work; and,

B. Approving a supplemental appropriation in the amount of $15,900 from the unreserved, unencumbered General Fund balance; and,

C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents; and,

D. Authorizing the Finance Officer to make necessary budget adjustments.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for consideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY
Charter City of Merced, Sec. 200.

CITY COUNCIL PRIORITIES
As provided for in the 2018-19 Council Priorities.

DISCUSSION
Council has had discussions on the installation of entry signs at the gateways into the community to greet people as they cross the City limits. Council created an ad hoc committee that held a Welcome

Sign Contest within the community soliciting designs for gateways and slogans for the City. After reviewing the results of the contest the City Council referred the entry sign issue to staff for further consideration.

Graphic Solutions is a firm that is familiar with Merced, having designed the wayfinding signs that direct people to various locations in the City. The City Manager has had discussions with Simon Andrews of the firm regarding potential work for the City.

The proposal from Graphic Solutions would include meeting with staff and conducting site study, reviewing the Welcome Sign Contest results and developing three concept designs. The designs would include indications for sizes, materials, colors, lighting and locations. The cost of the work is no more than $14,900 and includes two meetings and a site visit, plus up to $1,000 in reimbursable expenses.

At the August 20, 2018 meeting, the City Council directed staff to return with a contract to hire Graphic Solutions of San Diego to provide design services for entry signage.

IMPACT ON CITY RESOURCES

Funding is not in the 2018-19 budget, so there will need to be a supplemental appropriation from the unreserved, unencumbered General Fund balance to pay for the contract and expenses of $15,900.

ATTACHMENTS

1. Graphic Solutions contract

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Graphic Solutions, LTD, a California Corporation, whose address of record is 2952 Main Street, San Diego, California 92113 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide entry signs at the gateways into the City of Merced; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide a comprehensive design scheme for entry signs and graphics program 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 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 City Manager or his 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 within ninety (90) days from the date of execution of this Agreement. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. RESERVED.

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 "A" 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 Fourteen Thousand Nine Hundred Dollars ($14,900.00) plus the not to exceed sum of One Thousand Dollars ($1,000) for any outside services/expenses or in-house expenses identified as "Reimbursables" on page 6 of Exhibit A.

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

10. INSURANCE. During the term of this Agreement, 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.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 9/10/18
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

CONSULTANT
GRAPHIC SOLUTIONS, LTD,
A California Corporation

BY:_____
(Signature)

_____
(Typed Name)

Its:_____
(Title)

BY:_____
(Signature)

_____
(Typed Name)

Its:_____
(Title)

Taxpayer I.D. No. 95-3148035

ADDRESS: 2952 Main Street
San Diego, CA 92113

TELEPHONE: (619) 239-1335
FAX: (619) 235-6018
E-MAIL: simon@graphicsolutions.com

PROPOSAL AND CONTRACT

6 July 2018

City of Merced
678 West 18th Street
Merced, CA 95340

Attention: Mr. Steve Carrigan, City Manager

RE: MERCED ENTRY SIGNS

SCOPE OF WORK
Working in close coordination with the CITY STAFF, Graphic Solutions will provide the following services:

Phase I. Planning and Research

Part One. Planning

A. Review results of recent "Welcome Sign Contest."

B. Meet with the City and perform site study and photo documentation of existing site conditions of up to six different welcome sign locations. **(Site Visit #1)**

Phase II. Concept Design

A. Interpreting results of recent "Welcome Sign Contest," create preliminary concept designs (up to three different) considering applicability to up to six City entry/identification sign locations:

1. Highway 99 Northbound at Campus Parkway
2. Highway 99 Southbound at 16th Street exit
3. Gateway sign for downtown
4. Highway 140 at Bradley overpass
5. Highway 59 at Mission
6. Highway 140 at Massasso St.

Preliminary concepts to include indications for sizes, materials, colors, lighting and sign locations.

EXHIBIT A

B. Forward preliminary concepts to City staff for review and comment.

C. Adjust concept designs per City comments (one round of adjustments).

D. Forward adjusted concepts to City staff for review and approval.

E. Consult with City as City circulates concepts for community and stakeholder input–to select preferred design for City Welcome Signs.

F. Prepare preliminary budgetary estimates for subsequent design phases, fabrication and installation of preferred option.

G. Prepare presentation of preferred option.

H. Attend one meeting to present preferred option and budgetary estimates.

TOTAL ESTIMATED FEES for Phases I and II are $14,900 plus expenses

NOTE: Up to (2) meetings and (1) concurrent site visit are included in the fee estimate. Additional meetings, site visits and/or services will be at the client's request and will be billed on a time and materials basis as an addition to the fee estimate shown above.

SUBSEQUENT PHASES

Subsequent Phases can be provided by addendum or separate contract in addition to the scope of work outlined above and may include:

Phase III. Design Development / Construction Documents

A. Based on approved concept design and existing improvement plans, prepare design intent drawings (11" x 17") and construction specifications sufficient for fabrication and installation by qualified local sign fabricator, including:

- Schematic Sign Location Plan
- Control dimensions
- Call-outs for materials, finishes, typestyles, and lighting effects
- Color specifications
- Elevations, side and top views where appropriate

- Structural Engineering

(Does not include camera-ready artwork/patterns, sections, construction details or civil engineering, which are to be provided by sign fabricator or others as part of the shop drawing submittal.)

B. Perform site study to verify details of design intent drawings and to investigate/document site conditions at proposed sign locations (Site Visit #2)

C. Adjust design intent drawings and location plan per results of site study.

D. Prepare updated budgetary estimates for treated elements

E. Forward Design Intent Drawings, Construction Specifications, and budgetary estimates to City staff for review and comment.

F. Adjustments to Design Intent Drawings and Construction Specifications per client comments (one round of adjustments).

G. Forward final package to City staff for distribution to bidders.

Phase IV. Permit Application Assistance

A. Assist City staff in the preparation of Caltrans permit applications for City entry signs.

B. Prepare graphics and schematic location maps as deemed appropriate for review by Caltrans.

Note: Caltrans meetings and application fees are the City's responsibility and are to be paid directly to the agency.

Phase V. Construction Administration

Provide the following services related to implementation of signage:
Note: Submittals to be delivered to Graphic Solutions' offices.

A. Review, adjust, and approve submittals from sign contractor:
- Shop drawings

- Patterns and photo ready art
- Materials and color samples

*Assumes one comprehensive shop drawing review, one samples review, and one comprehensive pattern review. Requests for additional comprehensive reviews or for subsequent partial reviews will require an adjustment to the contract amount.

B. Provide responses to Requests for Information (RFI's).

C. Perform final inspection, create punch list of required conrrections and verify compliance with same **(2 site visits).**

D. Coordination and communications with contractors and/or City staff as identified above.

ADDITIONAL SERVICES

At the client's request, the following services will be provided in addition to the scope outlined above. Services will be provided on a time and materials basis, plus expenses and may include:

- original logo/identity and camera-ready art
- specifications for use of logo in signage and print applications
- original photography and/or illustration
- additional concept designs for listed sign types or for additional sign types
- additional rounds of adjustments to design concepts
- site visits and/or meetings in addition to those specifically noted in the scope of work
- color renderings/comps other than those specifically noted
- mock-ups, prototypes/scaled models
- additional rounds of budgetary cost estimates for sign fabrication
- construction administration including checking shop drawings and patterns in addition to those specifically noted in the scope of work
- fabrication and installation of signage
- civil, electrical engineering
- landscape architecture

BILLING RATES

Current Hourly Rates	Billing Classification*
$160	Principal
$120	Design Director; Senior Designer; Planning Specialist; Estimator
$110	Project Manager; Designer; Technical Writer/Copywriter
$75	Jr Designer
$60	Production Assistant; Production Coordinator; Clerical/Word Processing

* Project assignments are made based on employee skill levels and the type of work being performed.

REIMBURSABLES

Outside Services/Expenses: In addition to fees, Graphic Solutions shall be reimbursed at cost plus 18% for outside services requiring creative/art direction (e.g., professional photography, renderings, copywriting), and for all other outside services or expenses related to the execution of the work, including, but not limited to: blueprints, vellums, photocopies; photographic supplies and processing; photostats, printing, typesetting, word processing; transportation and accommodations; delivery and shipping. Client may elect to be billed directly by suppliers for project-related expenses. If this election is made, Client shall identify, upon execution of this contract, those expenses for which the Client will make payment directly. Client shall provide to Graphic Solutions its account numbers for suppliers identified for direct billing and payment of expenses.

In-House Expenses: Graphic Solutions shall be reimbursed at a flat rate for certain in-house expenses in accordance with the following schedule:

• Large format digital output	$ 4.00 per sq. ft.
• Digital color proofs up to 8-1/2" x 14"	$ 5.00 each
• Matte board	$ 5.00 per board
• PMS paper	$ 5.00 per sheet
• Photocopies for copy counts exceeding 50 pages	$ 0.15 per page
• Compact Disk	$ 10.00
• Thumb/Zip/Jump Drive	$ 5.00 each
• Comb Binding	$ 5.00 per set

ADA COMPLIANCE

Graphic Solutions has researched the requirements of the Americans with Disabilities Act (ADA) as it affects signage, and every effort has been made to ensure that your signage meets those requirements. However, ADA compliance is the responsibility of the facility owner and/or owner's representative. Graphic Solutions, its officers and employees assume no legal responsibility for compliance with ADA and no warranty is either expressed or implied by presentation of bid documents, proposals, contracts, designs or signage. No liability is assumed for the outcome of decisions made on the basis of information provided by Graphic Solutions. Consultation with legal counsel is recommended for those affected by ADA.

CONTRACT TERMS AND CONDITIONS

The client shall provide Graphic Solutions all necessary drawings and information regarding site or building conditions which affect the signing. The client and Graphic Solutions shall mutually participate in development of all sign wording, with final approval by the client. This proposal does not include the cost of models, color renderings, or slide presentations, which will be provided only at the request and approval of the client.

Graphic Solutions provides electronic files in Illustrator for the Macintosh as a standard format. Preparation of files for other formats or platforms may affect schedule and/or incur additional fees. Graphic Solutions is not responsible for fonts needed for accurate reproduction.

This is a limited contract. This proposal covers only the services outlined in the scope of work. If the scope of work changes, approved revisions or additions will be charged for on a time and materials basis (current hourly rates plus reimbursable expenses) and as an addition to the original contract. Conference reports, letters, memoranda, and other written notification of additions or revisions are considered extensions to this contract.

The billing rates outlined in this proposal represent the current hourly rates in force at the time the proposal is presented. Billing rates are updated periodically and may change during the course of the proposal or contract period, in which case the most current adjusted rates shall apply. Estimated fees are to cover services outlined in the scope of work and may be billed in their entirety as a fixed fee upon satisfactory completion of the scope.

Any retainer paid to Graphic Solutions upon execution of the contract shall be deposited and held until work is deemed complete or substantially complete, at which time the retainer amount shall be credited on the final invoice and/or refunded by check to the client.

Graphic Solutions carries Workman's Compensation in the amount of one million dollars ($1,000,000.00) and General Liability Insurance in the amount of two million dollars ($2,000,000.00) general aggregate with one million dollars ($1,000,000.00) per occurrence. Unless otherwise specified herein, premiums for any additional types of coverage that may be required or for limits in excess of standard coverage for Workman's Compensation and General Liability Insurance shall be paid by the Client as an addition to the contract amount stated herein.

The client agrees to include the name of Graphic Solutions in all client press releases associated with image development, graphic design, sign planning, and other work performed by Graphic Solutions for the client or project. When the project development team is listed in press releases, the client agrees to include Graphic Solutions' name as part of the team.

Graphic Solutions has permission to utilize prepared designs, images of the final product, and the client's name for marketing purposes.

Termination of contract: Assuming just cause, either party reserves the right to terminate this agreement after giving ten (10) days written notice to the other. Graphic Solutions shall be paid for services and reimbursables incurred under this contract up to the date that such written notice is received, but not to exceed the agreed upon design fee.

Title to all work provided by us shall remain in the Seller until all payments are made as stipulated. All payments are payable at the office of Graphic Solutions, Ltd., 2952 Main Street , San Diego, CA 92113, within thirty days of client's receipt of invoice. Should default be made in payment of any installment, the whole sum shall become due at option of Seller. In the event Seller shall employ an attorney to recover work provided, or collect on sums due under this agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee. All overdue payments under this agreement shall be subject to a service charge at the rate of one and one-half percent (1-1/2%) per month.

For:		For:	GRAPHIC SOLUTIONS, LTD
By:		By:	
			Simon Andrews
Date:		Date:	

ADMINISTRATIVE REPORT

Agenda Item J.7. Meeting Date: 9/17/2018

Report Prepared by: Sam Kuykendall, Planning Technician I, Development Services Department

SUBJECT: Street Closure Request #18-15 (Merced County Office of Education, for Use of W. Main Street Between M and K Streets, and Canal Street Between W. Main and the Alley Between W. Main and W. 18th Streets)

REPORT IN BRIEF

The Merced County Office of Education requests the use of City streets for the 17th Annual "Lights on After School" event, on Thursday, October 25, 2018, between 12:30 p.m. and 11:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street between M and K Streets, and Canal Street between W. Main and the alley between W. Main and W. 18th Streets, on Thursday, October 25, 2018, from 12:30 p.m. to 11:00 p.m., subject to the details and conditions outlined in the administrative staff report.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue item to a future Council meeting (date and time to be specified in City Council motion).

AUTHORITY

City of Merced Charter, Section 200; California Vehicle Code (CVC) Section 21101(e), as follows:

"21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing."

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The Merced County Office of Education (MCOE) is requesting to hold its 17th Annual "Lights on After School" event on downtown streets on the evening of Thursday, October 25, 2018. The event will begin at 3:00 p.m., and is expected to end at 8:30 p.m.

Launched nationally in October 2000, "Lights On After School" is a coordinated nationwide event celebrating afterschool programs and their important role in the lives of children, families, and communities. Organized nationwide by The Afterschool Alliance, and partnered on the national level with groups including the American Heart Association's Voices for Healthy Kids, Alliance for a Healthier Generation, Camp Fire, National Recreation and Parks Association, the YMCA, and 4-H National Youth Science Day, the simultaneous events throughout the United States seek to draw attention to the many ways afterschool programs support students by offering them opportunities to learn new things and discover new skills.

Locally, the Merced event will feature games, information booths, performances by local groups, music, and a children's walking parade through the closure area (Attachment 2). The MCOE expects an attendance of approximately 2,500 people.

Requested Streets

The applicant requests the closure of the following streets on Thursday, October 25, 2017, from 12:30 p.m. to 11:00 p.m., as shown on Attachments 1 and 3, subject to the details and conditions outlined in the Conditions of Approval:

- W. Main Street, between M and K Streets
- Canal Street, between W. Main and the alley between W. Main and W. 18th Streets.

Temporary barricades will be placed at the intersections of M and W. Main Streets, K and W. Main Streets, and on Canal Street at the pedestrian crossing mid-block at the alley between W. Main and W. 18th Streets (Attachment 1). Since only half of Canal Street will be used, vehicles will be able to use Canal Street north of the alley to gain access to public parking lots immediately north of the event.

The event sponsor has ordered the placement of temporary restroom facilities for the public's use during the event, including a handicapped-accessible unit. They will be placed at the southern end of Bob Hart Square, at Canal Street.

At least seventy-two hours (three days) prior to the event, the event organizers are required to notify nearby businesses and residences within one half-mile of the affected streets (Condition #6). To ensure this is done, event organizers are required to provide staff with confirmation that this notification was given. Staff has prepared a standard form that the event sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 4). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

Conditions of Approval

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by the City of insurance certificates and endorsements required for this event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than $500,000 for property damage and $500,000 for personal injury or a minimum combined single limit coverage of $500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee (s), full workers' compensation insurance shall be provided with a limit of at least $100,000 for any one person as required by law.

3. The event sponsor shall obtain, at its sole cost and expense, special events coverage insuring the City and its officers, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through application with the City of Merced Insurance/Risk Management Department, 209-388-7100.

4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

5. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m).

6. Event sponsor shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half-mile of the closure area at least seventy-two (72) hours prior to the event. Event sponsor shall provide the City with

confirmation that the proper notification was given (Attachment 4).

7. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.

8. Event sponsor shall provide adequate supervision and security throughout the area, a minimum of 1 security guard for every 100 people, to ensure the safety of the participants and the public gathered, as required by the Police Department.

9. The Merced City Police Department, or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.

10. Event sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure area that is generated from the event prior to the expiration of the closure permit.

11. Alcoholic beverages may not be served or sold at this event.

12. Event sponsor shall be responsible for ensuring that any outside vendors involved with the event obtain a City of Merced business license and a Merced County Environmental Health Food Vendor Permit, if food-related. No cooking will be allowed in the booths on Main and Canal streets.

13. If needed, the applicant/event sponsor shall arrange and pay for special event City Refuse and/or recycling container service(s) by contacting Public Works at (209)385-6800.

14. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

Recommendation

In summary, City Staff is recommending approval of the requested Street Closure and use of Bob Hart Square, subject to the conditions above.

IMPACT ON CITY RESOURCES

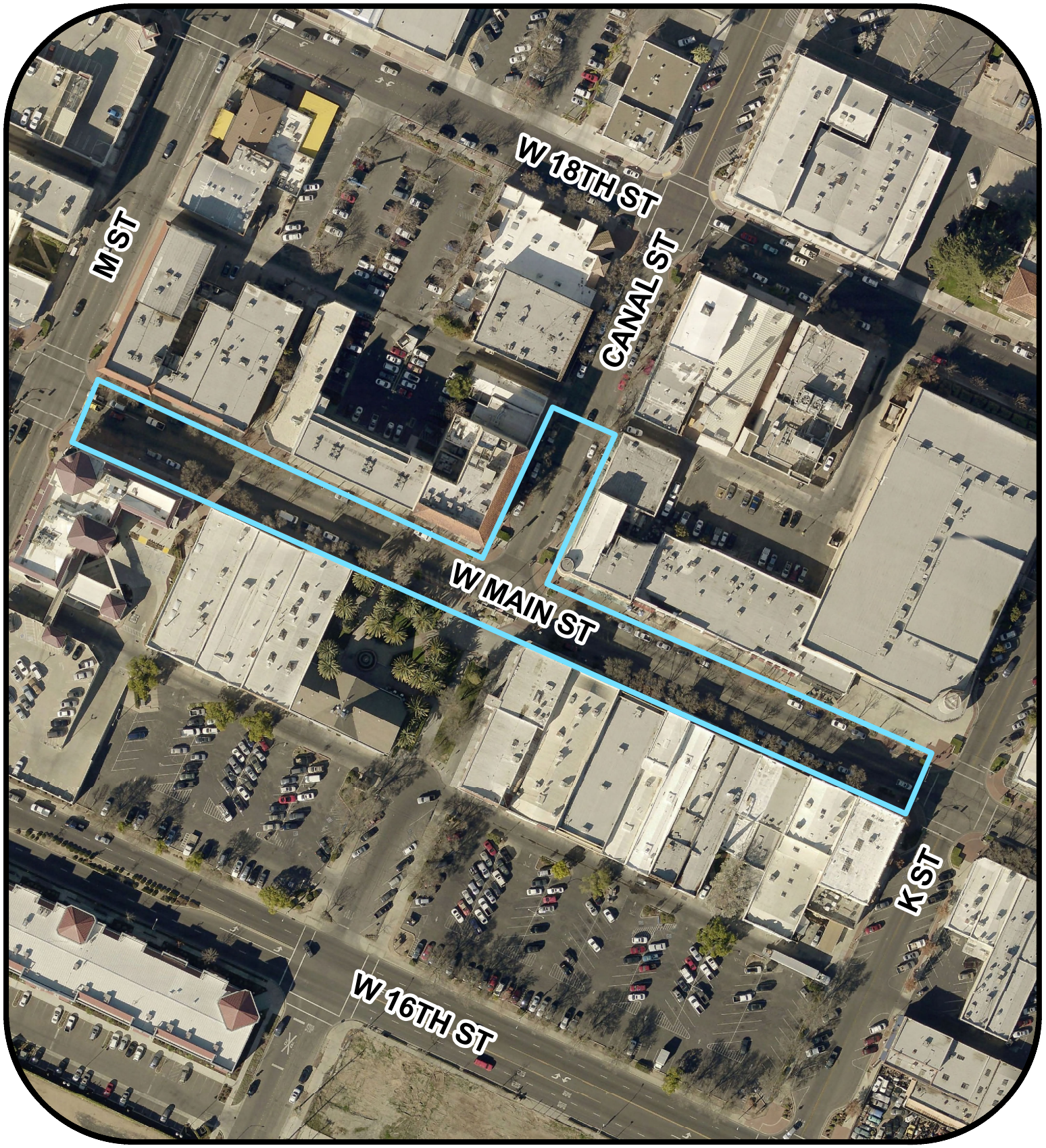
There will be very little impact on City resources in association with this street closure.

The event has not needed additional refuse containers for past years' events, and they expect this will remain the same. However, the event does generate some recyclable waste and thus will need recycling container services from Public Works. The event sponsor would be required to make arrangements with the Public Works' Refuse Division for those services (Condition #13).

ATTACHMENTS

1. Location Map

2. Closure Application
3. Event Site Plan
4. Notice of Pending Street Closure form



Disclaimer: This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should be obtained from official recorded or adopted City documents.

LOCATION MAP:
Street Closure Application #18-15
Merced County Office of Education
Closure of a portion of Main St. and Canal St.
Thursday, October 25, 2018

ATTACHMENT: 1

N
S

RECEIVED
AUG 17 2018
CITY OF MERCED
PLANNING DEPT.

STREET CLOSURE APPLICATION REQUIRING CITY COUNCIL APPROVAL (OVER 400 FEET).

For current Fee, please see Planning & Development Fee Schedule

Application: SC #18-15
Receipt: 17639

CHECKLIST:

Prior to submitting your application, please confirm by checking (☑) the boxes below that all the following have been completed.

☑ Have you completed the "Description of Event" below and signed the application on page 3? (Incomplete information may delay your application.)

☑ Have you allowed at least 8-10 weeks prior to the event for your application to be placed on a City Council agenda?

☑ Have you obtained the required insurance and do you have proof of that insurance to submit with your application? (See "Insurance" section on page 3 for details)

☑ Has the Indemnification Agreement on page 3 of this application been signed by an authorized representative of the sponsoring organization?

After obtaining approval from the City, but prior to the event, please make sure you have done the following:

_____ Have you read the conditions of approval and is your event prepared to abide by all conditions?

_____ Have you given public notice of the street closure to all the surrounding businesses within ½ mile at least 72 hours prior to the event as required in Condition #2 below? A form is provided at page 6 which can be used to inform the public. A copy of the form should be signed and returned to the Planning Division at least 24 hours before your event affirming that notice has been given per the above requirements.

_____ Have you posted "No Parking" at least 24 hours prior to the event as required in Condition #1 below and using the standards outlined on page 5?

_____ Have you arranged for "Special Event" City Refuse Service by calling 385-6800?

_____ Have you made arrangements for any temporary barricades? (The City does NOT provide the barricades for street closures.)

_____ Have you made arrangements for supplying any necessary electricity to your event? (Plugging outlets into City light poles is NOT allowed unless prior approval is obtained. Please call City Public Works at 385-6800 for additional information.)

_____ If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?

DESCRIPTION OF EVENT:

APPLICANT/EVENT SPONSOR Merced County Office of Education

CONTACT PERSON Harpreet Takhar PHONE 209-381-5935

ADDRESS 632 West 13th St, Merced CA 95341

DRIVER'S LICENSE NO. _____ E-MAIL htakhar@mcoe.org

ATTACHMENT: 2

DESCRIPTION OF EVENT (Continued):

DESCRIPTION OF EVENT (include equipment, obstructions, etc., to be placed in the encroachment area)

Lights On After School 17th Annual event. Map attached. 3 light towers. Games. Information booths. Stage and DJ will be set up in front of Bob Hart Square. Children's walking parade along Main Street. need city electric

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes_____ or No ☑

ESTIMATED NUMBER OF PEOPLE IN ATTENDANCE 2,500

DATE(S) AND TIME(S) OF USE (include time for setup and takedown as well as event time):

~~Thursday, October 25th 1:30-10PM~~

LIST ALL STREETS PROPOSED FOR CLOSURE:

Main St from M to K St and Canal from Main to 18th St

(PLEASE ATTACH A MAP TO IDENTIFY PARADE ROUTES, STREET CLOSURES, AND ANY OBSTRUCTIONS TO BE PLACED WITHIN THE RIGHT-OF-WAY)

STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES/PARADES

1. Event Sponsor shall be responsible for placing and removing traffic barricades and posting of parking restrictions. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m)—see page 5.
2. Event Sponsor shall contact all businesses affected by the street/parking lot closure or parade advising them of hours, conditions and reason thereof within one-half mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given. (A form is provided on page 6 to help the applicant with this requirement.)
3. Event Sponsor must remove all equipment, trash and debris, including "no parking" signs, generated by the event prior to the expiration of the encroachment permit.
4. Street closures shall not include major arterial streets.
5. Supervision/security shall be provided by event sponsor to ensure the safety of event participants and the public if required by the Police Department.
6. Event Sponsor shall pay for any City services required for supervision/security.
7. Alcoholic beverages may be served or sold, subject to Alcoholic Beverage Control Licensing Requirements, and subject to the Liquor Liability Insurance Policy of the City (see page 4).
8. Provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.
9. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Merced business license.
10. The applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 385-6800.
11. The applicant shall comply with the Indemnification and Insurance provisions as outlined on page 3 of this application.
12. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
13. _____
14. _____

(Additional conditions may be imposed as deemed necessary)

ATTACHMENT: 2

INDEMNIFICATION: Event Sponsor shall indemnify, protect, defend, (with counsel selected by the City) save and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

INSURANCE: Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least $500,000 combined limit for bodily injury and property damage which covers the entire event. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this special events, general liability and automobile coverage, naming the City and its officers, agents, and employees as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City.

REFUSAL OR REVOCATION OF PERMIT: Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.

Signature: Harpreet Takhar

Print Name: Harpreet Takhar

Date: 8/13/18

OFFICE USE

APPLICATION APPROVED SUBJECT TO CONDITIONS _____

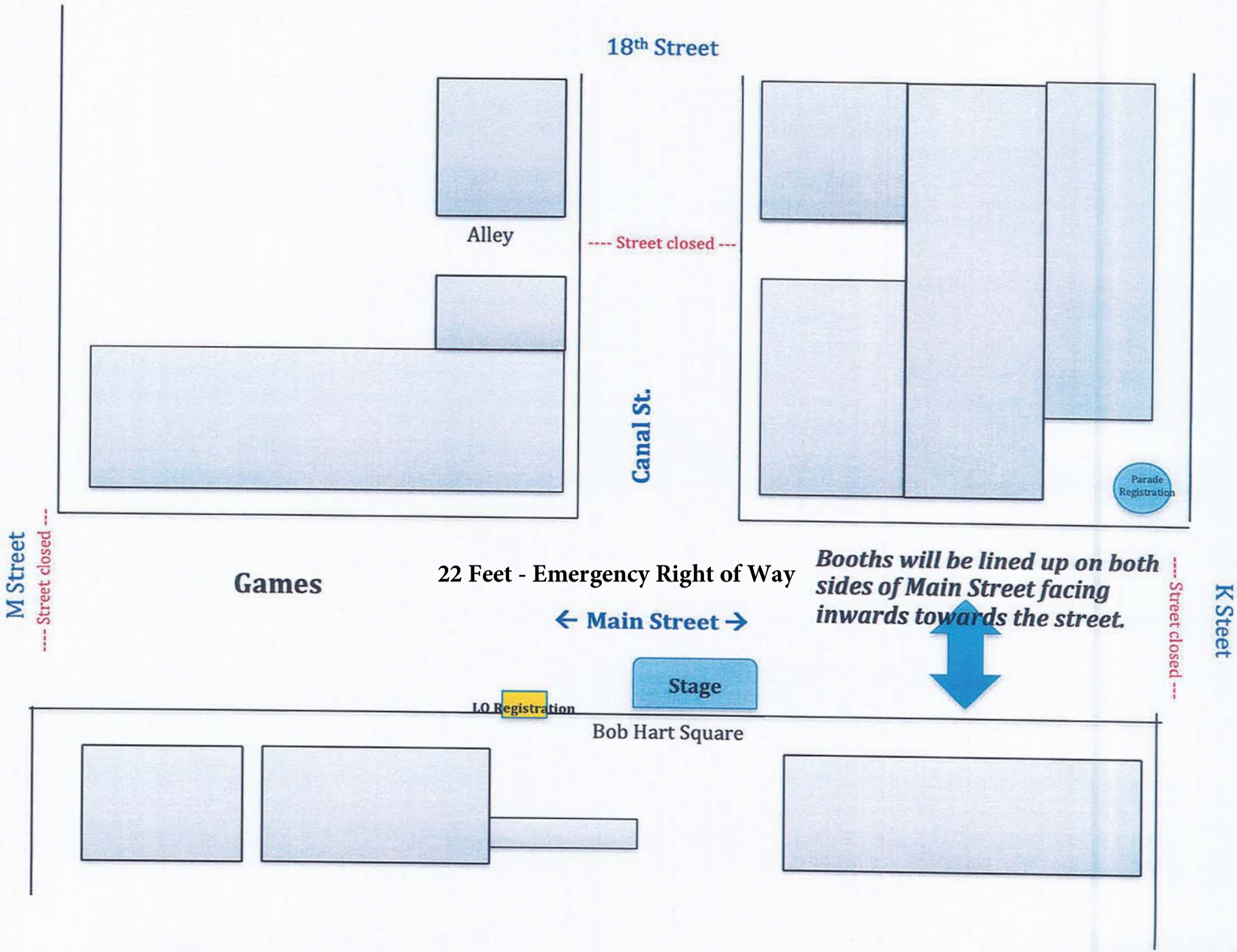
BY _____ DATE _____
Development Services Department (385-6858)

BY _____ DATE _____
Merced Police Department (385-6912)

BY _____ DATE _____
Merced Fire Department (385-6891)

ATTACHMENT: 2

Map 2018



Attachment: 3

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: Lights On Annual Event Celebration **Type of event (parade, etc.):** Festival

Contact Person: Harpreet Takhar **Phone Number:** 209-381-5935

Date(s) of closure: Thursday, October 25th **Time:** between 1:30pm am/pm and 10:00pm am/pm

Streets to be closed:

Main St from M to K St and Canal from Main to 18th St

Other streets with restricted access:

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: Lights On Annual Event Celebration **Type of event (parade, etc.):** Festival

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Streets to be closed:

Main St from M to K St and Canal from Main to 18th St

Other streets with restricted access:

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

To be signed by Event Sponsor Representative after completion of required 72-hour notification and submitted to the City of Merced Planning Dept, City H[illegible] Street, Merced.

I have notified the required parties of the d[illegible]reets, as required.

Attachment: 4

Signed Harpreet Takhar Title: ELP Advisor Date: 8/13/18

ADMINISTRATIVE REPORT

Agenda Item J.8. Meeting Date: 9/17/2018

Report Prepared by: Steven C. Son, City Engineer, Engineering Division

SUBJECT: Funding Enhancement to Existing Three Street Improvement Projects for the 2017/2018 Regional Surface Transportation Program Exchange Funds; Authorization to Submit the Required Claim Form

REPORT IN BRIEF

Add additional Regional Surface Transportation (RSTP) funding to existing street improvement projects through the RSTP Exchange Funds and authorizing the filing of FY 2017/2018 claim form with Merced County Association of Governments (MCAG).

RECOMMENDATION

City Council - Adopt a motion:

A. Selecting V Street from 16th Street to 18th Street, R Street from 16th Street to 18th Street, and G Street from Child Avenue to 13th Street to be completed utilizing the FY 2017-2018 RSTP Exchange Funds; and,

B. Directing staff to complete the 2017-2018 RSTP claim form by listing the selected projects and corresponding project costs; and,

C. Adopting **Resolution 2018-58**, a Resolution of the City Council of the City of Merced California, authorizing the City Manager to file the Regional Surface Transportation Program (RSTP) Exchange Funds claim for Fiscal Year 2017-2018; and,

D. Authorizing the Finance Officer to make necessary budget adjustments for Fiscal Year 2018-2019.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions other than recommended by staff; or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items; or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

The Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) provides for the

exchange of Local Un-obligated RSTP funds through MCAG per the Caltrans agreement.

Projects to be funded with this claim are only those projects that are defined under Section 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(I) of the Streets and Highway Code.

Monies received (and the interest earned on such monies subsequent to allocation) must be used only for the purposes for which the claim is approved. If the claimant fails to use funds received in accordance with the terms of the agreement, the exchange funds must be returned to MCAG.

CITY COUNCIL PRIORITIES

As provided for in the 2018-2019 Adopted Budget.

DISCUSSION

The Regional Surface Transportation Program (RSTP) portion of the Federal SAFETEA-LU Act provides for revenues and allocations to local agencies. Merced County Association of Governments (MCAG) has received authorization from Caltrans providing for fund distribution in a two-tier process. The funds allocated to the City through MCAG represent a City "Lifeline" apportionment with the remainder of the funds to be allocated by MCAG based on a mutually acceptable allocation formula.

The MCAG Board has adopted a formula based on population by jurisdiction. A summary of the apportionments is shown in Attachment 2. MCAG, on behalf of the local agencies, has entered into an agreement with Caltrans to exchange the Local Un-obligated balance of the 2017-2018 RSTP funds.

The City of Merced is entitled to a total of $937,856.00 in RSTP Exchange Funds through MCAG. As part of MCAG’s claim process, the City is required to submit the completed claim form containing a list of up to four projects to be funded with the exchange funds, as well as a City Council Resolution authorizing the RSTP Claim.

Staff recommends the projects below be completed utilizing the FY 2017-2018 RSTP Exchange Funds:

- V Street from 16th Street to 18th Street in the amount of $ 410,000
- R Street from 16th Street to 18th Street in the amount of $ 307,856
- G Street from Child Avenue to 13th Street in the amount of $ 220,000

The funding enhancement that is being recommended is in addition to existing funding allocated by the Council in fiscal years 2013/14, 2014/15, and 2017/18. With the understanding that the cost of materials as seen an increase of approximately 25% over the past months, staff have revised cost estimates for these three projects. Staff will complete the design and go out to bid, targeting construction for Spring of 2019. Upon approval of the allocation by the Council, the total RSTP funding for these projects will be as follows:

- Total project funding for V Street from 16th Street to 18th Street will be for $ 673,000
- Total project funding for R Street from 16th Street to 18th Street will be for $ 757,856
- Total project funding for G Street from Child Avenue to 13th Street will be for $ 650,000

IMPACT ON CITY RESOURCES

Staff is seeking Council direction to select which projects will be completed utilizing the RSTP exchange funds. Per the requirements of the RSTP claim form agreement, once the projects are listed on the RSTP claim, the City is obligated to complete the projects or return the unspent exchange funds to MCAG. The claim form must be approved by resolution and submitted to MCAG in order for the City to receive its share of the RSTP funds.

ATTACHMENTS

1. Resolution
2. Apportionments
3. Claim Form
4. MCAG Letter
5. Vicinity Map

RESOLUTION NO. 2018-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO FILE THE REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS CLAIM FOR FISCAL YEAR 2017-2018

WHEREAS, the Merced County Association of Governments ("MCAG") and the California Department of Transportation ("Caltrans") have entered into an agreement to exchange unobligated balances of federally funded Regional Surface Transportation Program ("RSTP") funds with non-federal State Highway Account funds; and

WHEREAS, the allocations of RSTP exchange funds to each jurisdiction have been calculated by population for Fiscal Year 2017-2018; and

WHEREAS, the City of Merced has additional RSTP exchange funds to claim in the amount of $937,856.00 for Fiscal Year 2017-2018; and

WHEREAS, payment of the additional RSTP exchange fund claim will be subject to all conditions specified in the Agreement between MCAG and Caltrans; and

WHEREAS, a special gas tax street improvement fund account to receive the RSTP exchange funds has been established; and

WHEREAS, it is deemed in the best interest of the City of Merced that the City Manager be authorized to sign the RSTP exchange fund claim for Fiscal Year 2017-2018 and to submit said claim to MCAG for processing.

NOW, THEREFORE, be it resolved that the City Manager is authorized and directed to sign and file the above described RSTP exchange fund claim on behalf of the City of Merced for the amount of $937,856.00.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2018 by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

7-18-2018
_____
City Attorney Date

FY 2017/18 Regional Surface Transportation Program (RSTP)

Apportionment Distribution - May 2018

FY 2017/18 Estimated Apportionments	**$**	**3,365,418**	RSTP Exchanges are based on the **Estimated** "**Advance**" apportionment figures.
Adjustments of Prior "Advance" vs. "Actual" Apportionments	$	(1,025)	"**Actual**" apportionment figures are reported after year's end, with adjustments made subsequently.
State-Mandated Merced County "Lifeline" Apportionment	**$**	**(526,686)**	Merced County has separate contract with Caltrans and funds are distributed direct to Merced County.
Balance after State-Mandated Merced County "lifeline" Apportionment	**$**	**2,837,707**	Amount of MCAG RSTP State Exchange Contract
Total City "Lifeline" Apportionments	**$**	**(356,305)**	
Balance after City "Lifeline" Apportionments	**$**	**2,481,402**	

City	City Lifeline Apportionment	
Atwater	$	61,284
Dos Palos	$	11,144
Gustine	$	12,194
Livingston	$	28,341
Los Banos	$	74,341
Merced-City	$	169,001
Subtotal: Total City "Lifeline" Apport.	$	356,305
Merced County "Lifeline" Apport.	$	526,686
TOTAL City and Merced Co. Lifeline Apportionments	**$**	**882,991**

Jurisdiction	* Population based portion	Percentage	FY 2017/18 RSTP funds distributed by population	
Atwater	31,235	11.16%	$	276,832
Dos Palos	5,679	2.03%	$	50,332
Gustine	5,874	2.10%	$	52,061
Livingston	14,328	5.12%	$	126,987
Los Banos	40,986	14.64%	$	363,254
Merced	86,750	30.98%	$	768,855
County	95,125	33.98%	$	843,081
Subtotal	**279,977**	**100.00%**	**$**	**2,481,402**

**May 2018 - Depart. of Finance Population Figures*

Jurisdiction	City Lifeline Apportionment		FY 2017/18 RSTP funds distributed by population		TOTAL FY 2017/18 RSTP funds
Atwater	$	61,284	$	276,832	**$ 338,116**
Dos Palos	$	11,144	$	50,332	**$ 61,476**
Gustine	$	12,194	$	52,061	**$ 64,255**
Livingston	$	28,341	$	126,987	**$ 155,328**
Los Banos	$	74,341	$	363,254	**$ 437,595**
Merced-City	$	169,001	$	768,855	**$ 937,856**
Subtotal: Total City "Lifeline" Apport.	**$**	**356,305**	**$**	**1,638,321**	**$ 1,994,626**
Merced-County "Lifeline" Apport.	**$**	**526,686**	**$**	**843,081**	$ 1,369,767
TOTAL	**$**	**882,991**	**$**	**2,481,402**	**$ 3,364,393**

Claim to the Merced County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2017/2018

Claimant: **City of Merced**

FY 17/18 Claim Amount: **$937,856**

Claim Guidelines:
Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:
1. List (print or type**)** each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. **(☒)**
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. **(☒)**

Project	Cost of Project	Air Quality	Exempt
1. V Street from 16th Street to 18th Street	$410,000	☐	☒
2. R Street from 16th Street to 18th Street	$307,856	☐	☒
3. G Street from Child Avenue to 13th Street	$220,000	☐	☒
4.	$	☐	☐

It is understood by this claimant (**City of Merced**) that payment of this claim is subject to approval by the MCAG Governing Board and must be in accordance with the MCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from MCAG pursuant to this agreement:

a. For cities, within their Special Gas Tax Street Improvement Fund; or
b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to MCAG for credit to the special account described above.

Further, the Chief Financial Officer of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

_____
Signature

_____
Print Name

_____
Title

_____
Date

_____
Signature of Chief Financial Officer

_____
Print Name

June 22, 2018

Steven C. Son, PE
City of Merced
Department of Public Works
678 West 18th Street,
Merced, CA 95340

Hello Steven:

MCAG has received the fully executed FY 17/18 Regional Surface Transportation Program (RSTP) Exchange Program Standard Agreement contract from Caltrans. It is important to note that the Caltrans contract is based on an estimated RSTP apportionment figure that Caltrans has received from the Federal Highway Administration (FHWA). If the FINAL year-end RSTP figure is determined to be higher or lower than the RSTP estimate for any number of reasons, the distribution amounts can be modified (in the current contract year or future year apportionments).

On June 21, 2018, the MCAG Governing Board adopted the FY 17/18 RSTP Exchange Program Apportionment Schedule and authorized the release of RSTP Exchange Claim forms to the member agencies.

Member agencies are required to do two things to claim the RSTP funds:
1) Submit a signed RSTP Exchange Program Claim Form; and
2) Submit a city council-approved RSTP Exchange Program Resolution.

Samples of both items are included with this letter. Please return the signed RSTP Exchange Claim Form and city council-approved resolution as soon as possible.

The FY 17/18 RSTP Exchange Program amount available for City of Merced to claim is **$937,856**.

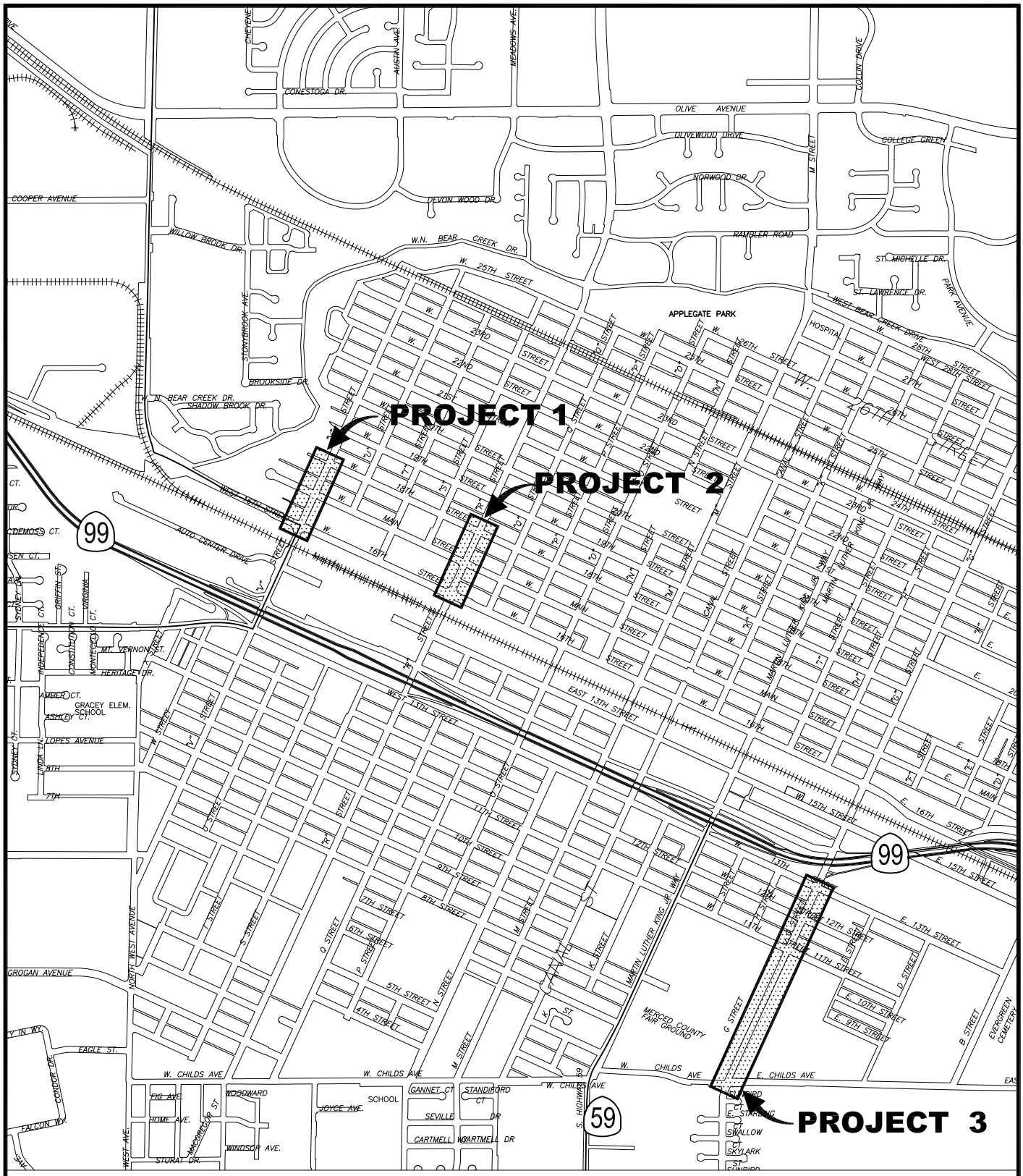
Please contact me, 723-3153 x 123 or email (ty.phimmasone@mcagov.org), if you have any questions.

Regards,

Ty Phimmasone
Associate Planner

Cc: Jamie Cruz, Engineering Secretary

Enclosures: RSTP Exchange Program Claim Form
SAMPLE Authorizing Resolution
FY 17/18 RSTP Exchange Program Fund Apportionment Schedule



LOCATION MAP

NTS

City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

FY 2017-2018
RSTP PROJECTS

DR. BY:	PAF
DATE:	8/29/18
CH. BY:	
DATE:	
File No.	
SCALE:	AS SHOWN

I:\1 Current Projects\118039 - Scrub Seal Various\Dwg\0976 - Scrub Seals_recover.dwg

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.9. Meeting Date: 9/17/2018

Report Prepared by: Steven C. Son, City Engineer, Engineering Division

SUBJECT: Resolution Authorizing the City Manager or His Designee to Withdraw from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant TRP7-16-0026

REPORT IN BRIEF
Seeks authorization to withdraw from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant TRP7-16-0026.

RECOMMENDATION
City Council - Adopt a motion:

A. Adopting **Resolution 2018-63**, a Resolution of the City Council of the City of Merced, California, authorizing termination of grant from the Department of Resources Recycling and Recovery (CalRecycle) and,

B. Authorizing the City Manager or Assistant City Manager to sign a letter withdrawing from the CalRecycle grant; and,

C. Authorizing the Finance Officer to make the necessary budget adjustments.

ALTERNATIVES
1. Approve, as recommended by Staff; or,
2. Deny; or,
3. Continue to a future meeting (date and time to be specific in motion).

AUTHORITY
Public Resources Code Sections 42872, 42872.1, 42873, and 48000 et seq.

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
On November 21, 2016, Council adopted Resolution 2016-59, authorizing the application submittal to the Department of Resources Recycling and Recovery (CalRecycle) for all grants for which the City of Merced was eligible for.

On January 18, 2017, CalRecycle awarded the City of Merced $182,400 for the Rubberized Pavement Grant (TRP7-16-0026). During the design phase, it was determined that the cost of rubberized asphalt concrete (RAC) will be approximately 20% greater than the cost of regular asphalt concrete (AC). The cost of RAC is greater than the traditional AC cost because an asphalt plant will have to shut down and re-tool the plant to produce RAC. Options for future maintenance to extend the life of a pavement is very limited if RAC is utilized. On an AC road, traditional maintenance options like slurry seal, chip seal, or overlay are cheaper alternatives to reconstruct or extend the life of a road. For a RAC, none of the traditional maintenance options could be used since it is difficult to bind other materials with the RAC. Additionally, if the City wish to extend the life of a RAC road, the rubberized asphalt would need to be removed prior to applying any maintenance options. For these reasons, staff recommends withdrawing from the CalRecycle grant.

CalRecycle Grant Manager, Noel Davis, confirmed that the only action required to withdraw from the grant award is a supporting letter signed by the City Manager.

IMPACT ON CITY RESOURCES
None.

ATTACHMENTS
1. Resolution 2018-63
2. Signed Grant Agreement
2. Exhibit A - Terms and Conditions of Grant

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AUTHORIZING TERMINATION OF GRANT FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14582, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) is authorized to administer various grant programs ("Grants") in furtherance of the State of California's ("State") efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in 2016, pursuant to the authority granted by Resolution 2016-59, the City of Merced applied for and received a CalRecycle Grant for the use of rubberized asphalt concrete to construct City roads or pavement; and

WHEREAS, the City has not utilized the Grant funding due to the high cost of the rubberized asphalt concrete material required by the Grant and the limitations on future treatment of roads constructed with rubberized asphalt concrete.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City of Merced is authorized to provide any documents reasonably necessary to CalRecycle or the State of California to terminate the CalRecycle Grant referenced above.

SECTION 2. The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Merced all documents requested or required by CalRecycle or the State of California to terminate the CalRecycle Grant referenced above.

SECTION 3. This authorization is effective for two (2) years from the date of the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

8-29-2018
_____
City Attorney Date

X:\Resolutions\2018\Engineering\Authorizing Termination of CalRecycle Grant.docx

STATE OF CALIFORNIA –CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 7/16)

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

GRANT NUMBER
TRP7-16-0026

NAME OF GRANT PROGRAM	
2016–17 Rubberized Pavement Grant Program	
GRANTEE NAME	
City of Merced	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	**TOTAL GRANT AMOUNT NOT TO EXCEED**
	$182,400.00
TERM OF GRANT AGREEMENT	
FROM: January 18, 2017	TO: April 1, 2019

The Department of Resources Recycling and Recovery (CalRecycle) and City of Merced (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions
Exhibit B – Procedures and Requirements
Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) City of Merced	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Deputy Director, CalRecycle	DATE	TITLE City Manager	DATE 2/22/17
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Engineering 678 W 18th Street Merced, CA 95340	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	FISCAL YEAR/PROGRAM	FUND TITLE	
$182,400.00	2016-17 Rubberized Pavement Grant Program	TIRE	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016–17
TOTAL AMOUNT ENCUMBERED TO DATE	ORG CODE 3970	REFERENCE 101	FUND 0226	ENACTMENT YEAR 2016
$182,400.00	CalSTRS Object of Expenditure: INDEX 7830	PCA G3101	OBJECT 702
	FISCal Comparable Expenditure Information: REPORTING STRUCTURE 39707830	PROGRAM (PGM-SUB-TSK) 3700000214	ACCOUNT/ALT ACCOUNT 5432000

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALRECYCLE BUDGET OFFICE: DATE 2/3/17

APPROVED AS TO FORM:

EXHIBIT A
TERMS AND CONDITIONS

Rubberized Pavement Grant Program
Fiscal Year 2016–17

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Rubberized Pavement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

(a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.

(b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.

(c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

AMERICANS WITH DISABILITIES ACT

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

(a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

AUDIT/RECORDS ACCESS

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records

and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

AUTHORIZED REPRESENTATIVE
The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

AVAILABILITY OF FUNDS
CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION
If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled “Communications” herein.

CHARTER CITIES
If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

CHILD SUPPORT COMPLIANCE ACT
For any agreement in excess of $100,000, the grantee acknowledges that:
(a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

(b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

COMMUNICATIONS

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

COMPLIANCE

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

CONFLICT OF INTEREST

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

(a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

CONTRACTORS/SUBCONTRACTORS

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

COPYRIGHTS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

DISCHARGE OF GRANT OBLIGATIONS

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

DISCLAIMER OF WARRANTY

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any

materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

DISCRETIONARY TERMINATION

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

(a) Submit a final written report describing all work performed by the grantee.
(b) Submit an accounting of all grant funds expended up to and including the date of termination.
(c) Reimburse CalRecycle for any unspent funds.

DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
(b) Establish a drug-free awareness program to inform employees about all of the following:
    (1) The dangers of drug abuse in the workplace.
    (2) The grantee's policy of maintaining a drug-free workplace.
    (3) Any available counseling, rehabilitation, and employee assistance programs.
    (4) Penalties that may be imposed upon employees for drug abuse violations.
(c) Require that each employee who works on the grant:
    (1) Receive a copy of the drug-free policy statement of the grantee.
    (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

EFFECTIVENESS OF AGREEMENT
This Agreement is of no force or effect until signed by both parties.

ENTIRE AGREEMENT
This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

ENVIRONMENTAL JUSTICE
In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

EXPATRIATE CORPORATIONS
The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT
CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:
(a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
(b) Cleanup of the environment.
(c) Enforcement of solid waste statutes and regulations, as applicable.
Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:
(a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
(b) The cleanup of the environment.
(c) The enforcement of solid waste statutes and regulations, as applicable.
If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

FORCE MAJEURE
Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED
If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or

her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES
The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

GRANT MANAGER
The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

GRANTEE ACCOUNTABILITY
The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE
The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

GRANTEE'S NAME CHANGE
A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

IN CASE OF EMERGENCY
In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency

or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

NO WAIVER OF RIGHTS

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

NON-DISCRIMINATION CLAUSE

(a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
(b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

ORDER OF PRECEDENCE

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Project Summary/Statement of Use
(e) Budget
(f) Work Plan
(g) Grantee's Application
(h) All other attachments hereto, including any that are incorporated by reference.

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

PAYMENT

(a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
(b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
(c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
(d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
(e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
(f) Payment will be made only to the grantee.
(g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

PERSONAL JURISDICTION
The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

PERSONNEL COSTS
If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS
(a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
(b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
(c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
(d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

REASONABLE COSTS
A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
(b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
(c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
(d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

RECYCLED-CONTENT PAPER
All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

REDUCTION OF WASTE
In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

REDUCTION OF WASTE TIRES
Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

REIMBURSEMENT LIMITATIONS
Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

RELIABLE CONTRACTOR DECLARATION
Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of

the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

REMEDIES
Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS
All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

SEVERABILITY
If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

SITE ACCESS
The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

STOP WORK NOTICE
Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

TERMINATION FOR CAUSE
CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

TIME IS OF THE ESSENCE
Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS
The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

UNION ORGANIZING
By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:
(a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
(b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

VENUE/CHOICE OF LAW
(a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
(b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE
The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

WORK PRODUCTS
Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

WORKERS' COMPENSATION/LABOR CODE
The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.10. Meeting Date: 9/17/2018

SUBJECT: Second Reading of an Ordinance Amending Section 10.16.010, “Speed Limits.” of the Merced Municipal Code

REPORT IN BRIEF
Second reading of previously introduced ordinance.

RECOMMENDATION
City Council - Adopt a motion adopting **Ordinance 2492**, an Ordinance of the City Council for the City of Merced, California, amending Section 10.16.010, “Speed Limits” of the Merced Municipal Code

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Refer to staff for reconsideration of specific items; or,
3. Deny.

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the FY 2016-17 General Fund appropriation.

ATTACHMENTS
1. Ordinance 2492

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING SECTION 10.16.010, "SPEED LIMITS," OF THE MERCED MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. Section 10.16.010, "Speed Limits," of the Merced Municipal Code is hereby amended to read as follows:

"10.16.010 Speed Limits.

A. The prima facie speed limits stated in this section are determined and declared to be the most appropriate to facilitate the orderly movement of traffic, and are reasonable and safe, and are established as designated in the following paragraphs, which prima facie speed limits become effective, when appropriate signs giving notice thereof are erected, upon the following streets:

1. 2nd Street:

    a. Thirty (30) miles per hour from West Avenue to Q Street;

2. 8th Street:

    a. Thirty (30) miles per hour from V Street to Martin Luther King, Jr. Way;

3. 10th Street:

    a. Twenty-five (25) miles per hour from V Street to R Street;

4. 11th Street:

   a. Thirty (30) miles per hour from V Street to R Street;
   b. Thirty (30) miles per hour from R Street to M Street;
   c. Thirty (30) miles per hour from M Street to G Street;

5. 12th Street:

   a. Twenty-five (25) miles per hour from V Street to G Street;

6. 13th Street:

   a. Forty (40) miles per hour from V Street to M Street;
   b. Thirty-five (35) miles per hour from Q Street to G Street;

7. 13th Street, East:

   a. Thirty-five (35) miles per hour from G Street to B Street;

8. 14th Street:

   a. Thirty-five (35) miles per hour from R Street to G Street;

9. 15th Street:

   a. Thirty (30) miles per hour from V Street to Martin Luther King, Jr. Way;

10. 15th Street, East:

    a. Thirty (30) miles per hour from G Street to B Street;

11. 16th Street:

    a. Forty-five (45) miles per hour from West City Limit to Highway 59;
    b. Thirty-five (35) miles per hour from Highway 59 to R Street;
    c. Thirty-five (35) miles per hour from R Street to G Street;
    d. Forty (40) miles per hour from G Street to Yosemite Parkway;

12. 18th Street:

    a. Thirty (30) miles per hour from V Street to O Street;
    b. Thirty (30) miles per hour from O Street to Martin Luther King, Jr. Way;
    c. Thirty (30) miles per hour from Martin Luther King, Jr. Way to G Street;
    d. Thirty (30) miles per hour from G Street to Cedar Avenue;

13. 19th Street:

    a. Thirty (30) miles per hour from V Street to G Street;

14. 20th Street:

    a. Thirty (30) miles per hour from W Street to R Street;
    b. Thirty (30) miles per hour from R Street to M Street;
    c. Twenty-five (25) miles per hour from M Street to G Street;

15. 20th Street, East:

    a. Thirty-five (35) miles per hour from G Street to Glen Avenue;

16. 21st Street:

    a. Twenty-five (25) miles per hour from W Street to O Street;
    b. Thirty-five (35) miles per hour from M Street to G Street;

17. 21st Street, East:

    a. Thirty-five (35) miles per hour from G Street to East City Limit;

18. 22nd Street:

    a. Thirty (30) miles per hour from Canal Street to G Street;
    b. Twenty-five (25) miles per hour from W Street to R Street;

19. 23rd Street:

    a. Thirty (30) miles per hour from V Street to M Street;
    b. Thirty (30) miles per hour from M Street to G Street;

20. 23rd Street, East:

    a. Thirty (30) miles per hour from G Street to Glen Avenue;

21. 25th Street:

    a. Thirty (30) miles per hour from R Street to M Street;

22. 26th Street:

a. Thirty (30) miles per hour from M Street to G Street;

23. 26th Street, East:

    a. Twenty-five (25) miles per hour from G Street to Glen Avenue;

24. 27th Street:

    a. Thirty (30) miles per hour from M Street to G Street;

25. 27th Street, East:

    a. Twenty-five (25) miles per hour from G Street to 7th Avenue;
    b. Thirty (30) miles per hour from Glen Avenue to McKee Road;

26. Alexander Avenue:

    a. Thirty (30) miles per hour from Rambler Road to G Street;

27. Alexander Avenue, East:

    a. Thirty (30) miles per hour from G Street to Oleander Avenue;
    b. Thirty-five (35) miles per hour from Oleander Avenue to Parsons Avenue;
    c. Thirty (30) miles per hour from Parsons Avenue to McKee Road;

28. Austin Avenue:

    a. Thirty (30) miles per hour from Devonwood Drive to Olive Avenue;
    b. Thirty (30) miles per hour from Olive Avenue to Loughborough Drive;

29. Auto Center Drive:

    a. Thirty (30) miles per hour from Westerly end to V Street;

30. B Street:

    a. Thirty-five (35) miles per hour from Childs Avenue to 15th Street;

31. Bear Creek Drive Northwest:

    a. Thirty-five (35) miles per hour from Highway 59 to Brookside Drive;
    b. Thirty-five (35) miles per hour from Brookside Drive to R Street;
    c. Thirty-five (35) miles per hour from R Street to M Street;
    d. Thirty-five (35) miles per hour from M Street to G Street;

32. Bear Creek Drive Northeast:

    a. Thirty-five (35) miles per hour from G Street to East City Limits;

33. Bear Creek Drive Southeast:

    a. Thirty (30) miles per hour from G Street to 6th Avenue;
    b. Thirty-five (35) miles per hour from 6th Avenue to Cameron Lane;

34. Bellevue Road:

    a. Fifty (50) miles per hour from West City Limit to G Street;

35. Brookdale Drive:

    a. Thirty (30) miles per hour from G Street to Cherokee Avenue;
    b. Thirty (30) miles per hour from Cherokee Avenue to Parsons Avenue;

36. Buena Vista Drive:

    a. Thirty-five (35) miles per hour from Highway 59 to R Street;
    b. Thirty (30) miles per hour from R Street to M Street;
    c. Thirty (30) miles per hour from M Street to Campus Drive;

37. Campus Parkway:

    a. Fifty-five (55) miles per hour from northbound Highway 99 to Childs Avenue;

38. Canal Street:

    a. Thirty (30) miles per hour from 13th Street to 16th Street;
    b. Thirty (30) miles per hour from Main Street to Railroad;
    c. Twenty-five (25) miles per hour from Railroad to 27th Street;

39. Cardella Road:

    a. Forty (40) miles per hour from G Street to M Street;
    b. Forty-five (45) miles per hour from M Street to West Dead End;

40. Cherokee Avenue:

    a. Thirty (30) miles per hour from Seneca Street to El Portal Drive;

41. Childs Avenue:

    a. Thirty-five (35) miles per hour from West Avenue to Martin Luther King, Jr. Way;
    b. Thirty-five (35) miles per hour from Martin Luther King, Jr. Way to G Street;
    c. Fifty (50) miles per hour from G Street to DeLong Street;
    d. Thirty (30) miles per hour from Motel Drive to Parsons Avenue;
    e. Forty (40) miles per hour from Parsons Avenue to Weaver Avenue;
    f. Fifty (50) miles per hour from Coffee Road to Doane Lateral;
    g. Fifty-five (55) miles per hour from Doane Lateral to Kibby Road;
    h. Fifty-five (55) miles per hour from Kibby Road to Tower Road;

42. Coffee Road:

    a. Forty (40) miles per hour from Childs Avenue to Baker Road;
    b. Forty (40) miles per hour from Childs Avenue to Gerard Avenue;

43. College Green Drive:

    a. Thirty (30) miles per hour from Olive Avenue to Park Avenue;

44. Collins Drive:

    a. Twenty-five (25) miles per hour from Olive Avenue to M Street;

45. Columbia Avenue:

    a. Thirty (30) miles per hour from G Street to Cherokee Avenue;
    b. Thirty (30) miles per hour from Cherokee Avenue to El Portal Drive;

46. Cone Avenue:

    a. Forty (40) miles per hour from (Rios Street) West City Limit to East City Limit (Bermuda Street);

47. Cooper Avenue:

    a. Forty (40) miles per hour from Ashby Road to Highway 59;

48. D Street:

    a. Thirty (30) miles per hour from Childs Avenue to 13th Street;

49. Devonwood Drive:

    a. Thirty-five (35) miles per hour from Mistwood Drive to Austin Avenue;
    b. Thirty (30) miles per hour from Austin Avenue to Meadows Avenue;

50. Dinkey Creek:

    a. Thirty (30) miles per hour from Coffee Street to Albert;
    b. Thirty (30)miles per hour from Parsons Avenue to East Dead End (Arroyo Court/Rye Court);

51. Donna Drive:

    a. Thirty-five (35) miles per hour from R Street to M Street;
    b. Thirty (30) miles per hour from M Street to G Street;
    c. Thirty (30) miles per hour from G Street to Joerg Avenue;

52. El Portal Drive:

    a. Thirty (30) miles per hour from G Street to Cherokee Avenue;
    b. Thirty (30) miles per hour from Cherokee Avenue to Joerg Avenue;
    c. Thirty (30) miles per hour from Joerg Avenue to Parsons Avenue;

53. G Street:

    a. Thirty-five (35) miles per hour from Childs Avenue to 11th Street;
    b. Thirty-five (35) miles per hour from 11th Street to 19th Street;
    c. Thirty-five (35) miles per hour from 19th Street to North Bear Creek Drive;
    d. Forty (40) miles per hour from North Bear Creek Drive to Olive Avenue;
    e. Forty-five (45) miles per hour from Olive Avenue to Yosemite Avenue;
    f. Fifty-five (55) miles per hour from Yosemite Avenue to Cardella Road;
    g. Fifty-five (55) miles per hour from Cardella Road to Bellevue Road;
    h. Fifty-five (55) miles per hour from Bellevue Road to Old Lake Road;

54. Gardner Road:

    a. Forty-five (45) miles per hour from Yosemite Avenue to Cardella Road;

55. Gerard Avenue:

    a. Forty (40) miles per hour from South Highway 59 to Las Brisas Court;
    b. Forty (40) miles per hour from N Street to South Highway 59;

56. Gerard Avenue, East:

    a. Thirty-five (35) miles per hour from Parsons Avenue to Coffee Street;
    b. Forty-five (45) miles per hour from Coffee Street to Tower Road;

57. Glen Avenue:

    a. Thirty (30) miles per hour from Yosemite Parkway to Santa Fe Drive;
    b. Thirty (30) miles per hour from Santa Fe Drive to South Bear Creek Drive;

58. Gove Road:

    a. Fifty-five (55) miles per hour from southerly City Limit to Dickinson Ferry Road;

59. Grogan Avenue:

    a. Forty-five (45) miles per hour from Wardrobe Avenue to West Avenue;

60. Joerg Avenue:

    a. Thirty (30) miles per hour from El Portal Drive to Yosemite Avenue;

61. Kibby Road:

    a. Fifty (50) miles per hour from Childs Avenue to Highway 140;

62. Lopes Avenue:

    a. Thirty-five (35) miles per hour from Thornton Road to West Avenue;

63. Loughborough Drive:

    a. Thirty (30) miles per hour from Mistwood Drive to Olive Avenue;
    b. Thirty (30) miles per hour from Olive Avenue to Austin Avenue;
    c. Thirty (30) miles per hour from Austin Avenue to R Street;
    d. Thirty (30) miles per hour R Street to M Street;

64. M Street:

    a. Thirty (30) miles per hour from Childs Avenue to 16th Street;
    b. Thirty-five (35) miles per hour from 16th Street to North Bear Creek Drive;
    c. Forty (40) miles per hour from North Bear Creek Drive to Olive Avenue;
    d. Forty (40) miles per hour from Olive Avenue to Yosemite Avenue;
    e. Forty-five (45) miles per hour from Yosemite Avenue to Cardella Road;
    f. Forty-five (45) miles per hour from Cardella Road to Bellevue Road;

65. Macready Drive:

    a. Twenty-five (25) miles per hour from Grogan Avenue to Grogan Avenue;

66. Main Street:

a. Thirty (30) miles per hour from V Street to O Street;
b. Thirty (30) miles per hour from O Street to Martin Luther King, Jr. Way;
c. Thirty (30) miles per hour from Martin Luther King, Jr. Way to G Street;

67. Main Street, East:

a. Forty (40) miles per hour from G Street to Yosemite Parkway;

68. Mansionette Drive:

a. Thirty-five (35) miles per hour from Yosemite Avenue to Mercy Avenue;

69. Martin Luther King, Jr. Way:

a. Thirty (30) miles per hour from 13th Street to 21st Street;

70. McKee Road:

a. Forty (40) miles per hour from Alexander Avenue to Olive Avenue;
b. Forty-five (45) miles per hour from Olive Avenue to North City Limit (Yosemite Avenue);

71. Meadows Avenue:

a. Twenty-five (25)miles per hour from Devonwood Drive to Olive Avenue;
b. Thirty (30) miles per hour from Olive Avenue to Loughborough Drive;

72. Merced Avenue:

    a. Thirty-five (35) miles per hour from Motel Drive to Parsons Avenue;
    b. Thirty-five (35) miles per hour from Coffee Street to East City Limits (Sable Street);

73. Mission Avenue:

    a. Fifty-five (55) miles per hour from Coffee Street to East City Limits (Tower Road);

74. Motel Drive:

    a. Forty-five (45) miles per hour from Childs Avenue to Yosemite Parkway;

75. N Street:

    a. Thirty (30) miles per hour from Childs Avenue to 13th Street;
    b. Thirty-five (35) miles per hour from Childs Avenue to Gerard Avenue;

76. O Street:

    a. Thirty (30) miles per hour from 13th Street to 18th Street;

77. Olive Avenue:

    a. Forty-five (45) miles per hour from Highway 59 to Meadows Avenue;
    b. Forty-five (45) miles per hour from Meadows Avenue to G Street;

78. Olive Avenue, East:

    a. Forty (40) miles per hour from G Street to Lincoln Avenue;

b. Forty (40) miles per hour from Lincoln Avenue to McKee Road;
c. Forty-five (45) miles per hour from McKee Road to East City Limit (Larkspur Avenue);

79. Olivewood Drive:

a. Thirty (30) miles per hour from M Street to R Street;
b. Thirty (30) miles per hour from R Street to Meadows Avenue;

80. Park Avenue:

a. Thirty (30) miles per hour from Olive Avenue to Alexander Avenue;
b. Thirty (30) miles per hour from Alexander Avenue to G Street;

81. Parsons Avenue:

a. Forty-five (45) miles per hour from Coffee Street to Dinkey Creek Avenue;
b. Forty (40) miles per hour from Dinkey Creek Avenue to Yosemite Parkway;
c. Thirty-five (35) miles per hour from Stretch Road to South Bear Creek Drive;
d. Forty (40) miles per hour from North Bear Creek Drive to Alexander Avenue;
e. Thirty-five (35) miles per hour from Alexander Avenue to Olive Avenue;
f. Forty (40) miles per hour from Olive Avenue to Brookdale Drive;
g. Forty-five (45) miles per hour from Brookdale Drive to North City Limits (Destiny Drive);

82. Paulson Road:

a. Forty (40) miles per hour from East Yosemite Avenue to North City Limit;

83. R Street:

a. Thirty-five (35) miles per hour from Childs Avenue to 13th Street;
b. Thirty-five (35) miles per hour from 13th Street to 22nd Street;
c. Thirty-five (35) miles per hour from 22nd Street to North Bear Creek Drive;
d. Forty (40) miles per hour from North Bear Creek Drive to Olive Avenue;
e. Forty (40) miles per hour from Olive Avenue to Yosemite Avenue;

84. Rambler Road:

a. Twenty-five (25) miles per hour from R Street to M Street;
b. Thirty (30) miles per hour from M Street to College Green Drive;

85. S Street:

a. Twenty-five (25) miles per hour from 16th Street to 24th Street;

86. San Jose Avenue:

a. Thirty-five (35) miles per hour from Yosemite Avenue to Lehigh Drive;

87. Santa Fe Avenue, East:

a. Forty (40) miles per hour from G Street to 6th Avenue;

b. Forty (40) miles per hour from 6th Avenue to Glen Avenue;
c. Forty (40) miles per hour from Glen Avenue to Stretch Road;

88. T Street:

a. Twenty-five (25) miles per hour from 16th Street to 24th Street;

89. Thornton Avenue:

a. Fifty-five (55) miles per hour from Dickinson Ferry Road to Lopes Avenue;

90. Tower Road:

a. Forty-five (45) miles per hour from Childs Avenue to Highway 140;

91. University Drive:

a. Thirty (30) miles per hour from San Jose Drive to M Street;

92. V Street:

a. Thirty-five (35) miles per hour from West Avenue to 13th Street;
b. Thirty (30) miles per hour from 16th Street to 23rd Street;
c. Thirty (30) miles per hour from 13th Street to 16th Street;

93. Wardrobe Avenue:

a. Forty-five (45) miles per hour from Thornton Road to West Avenue;

94. West Avenue:

a. Thirty-five (35) miles per hour from South of Childs Avenue;
b. Thirty-five (35) miles per hour from Childs Avenue to V Street;
c. Thirty-five (35) miles per hour from V Street to 8th Street;

95. Yosemite Avenue:

a. Forty-five (45) miles per hour from R Street to M Street;
b. Forty-five (45) miles per hour from M Street to G Street;
c. Forty-five (45) miles per hour from R Street to Highway 59;

96. Yosemite Avenue, East:

a. Forty-five (45) miles per hour from G Street to Paulson Road;
b. Forty-five (45) miles per hour from Paulson Road to Gardner Avenue;
c. Forty-five (45) miles per hour from Gardner Avenue to McKee Road;
d. Fifty (50) miles per hour from McKee Road to East City Limits (Lake Road)."

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2018, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2018, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

8/28/18

City Attorney **Date**

ADMINISTRATIVE REPORT

Agenda Item K.1. Meeting Date: 9/17/2018

Report Prepared by: Mark E. Hamilton, Housing Program Supervisor, Housing Division, Development Services Department

SUBJECT: Public Hearing - Consideration of Approval of the Consolidated Annual Performance and Evaluation Report for Program Year 2017 - 2018

REPORT IN BRIEF
Review and approve Housing Division activities as reported in the 2017-2018 Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDATION
City Council - Adopt a motion:

A. Adopting **Resolution 2018-62**, a Resolution of the City Council of the City of Merced, California, approving the 2017-2018 Program Year Consolidated Annual Program and Evaluation Report; and,

B. Authorizing the City Manager or Assistant City Manager to execute, and if necessary, make minor modifications to the above referenced items as attached to this report and all associated documents; and,

C. Authorizing the Finance Officer to make necessary budget adjustments.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, subject to modifications (identify specific changes to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items (to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY
Charter of the City of Merced, Section 405, 409, and 411 et seq. and Pursuant to 24 CFR 91.520, the City will submit the CAPER to the Department of Housing and Urban Development (HUD).

CITY COUNCIL PRIORITIES
As provided for in the 2017-18 Adopted Budget

DISCUSSION

Staff is requesting that the City Council consider approving the 2017-18 CAPER. The CAPER is a report card providing accomplishments during the 2017 HUD Annual Action Plan. It also catalogs additional activities funded through the Housing Division. The Housing Division uses a variety of funding sources with differing guidelines in order to achieve the goals outlined in the 5-Year Consolidated and Annual Action Plans. The Housing Division used the following grant funding sources during the past fiscal year:

- Community Development Block Grant (CDBG) (Federal).
- HOME Investment Partnerships Program (HOME) (Federal).
- Program Income (generated from loan payoffs and property resale).

The common goal of these programs is to make Merced a more livable community. Significant resources are used to assist people in enjoying decent, safe, and affordable housing. Other community development efforts target community public safety, youth programs, recreation, public facilities, economic development, and neighborhood revitalization.

The Annual Action Plan outlines activities and programs, provides descriptions with goals and funding, and sets desired outcomes. The CAPER gives an overview of these programs with results of actual funds spent and goals met. In addition, the plan provides staff an opportunity to highlight changes and improvements to the program during the 2017-18 fiscal year.

Some of the program accomplishments from the previous year include:

- The Housing Division invested almost one million dollars to the various Community Development Block Grant and HOME Investment Partnership Program Activities.
- With funds from the City, Habitat for Humanity was able to rehabilitate two Homeowner homes.
- Provided funding to fourteen (14) projects and programs.
- Provided assistance to approximately 22 different residential units and 724 individuals within the Merced Community.
- Provided assistance to 30 households with rental assistance, helping them avoid becoming homeless.

HISTORY AND PAST ACTIONS

Each year the City of Merced prepares an Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD). The framework for the Annual Action Plan finds its roots in the City of Merced 2015 - 2020 Consolidated Plan.

The CAPER is generally viewed as a report card for how the City performed in executing the HUD Annual Action Plan.

IMPACT ON CITY RESOURCES
No appropriation of funds is needed

ATTACHMENTS
1. Draft FY 2017-18 CAPER
2. Resolution

City of Merced
2017-18 CAPER

Consolidated Annual Performance

and Evaluation Report

Considered by Council:

September 17, 2018

Prepared by:
Department of Development Services
Housing Division

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Merced has prepared the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2017 through June 30, 2018. The CAPER describes a general assessment of the City's progress in carrying out projects and programs during the 2017 FY with the use of CDBG and HOME funds, provided by the U. S. Department of Housing and Urban Development (HUD), primarily to benefit Low and Moderate Income persons (LMI) and or areas.

The CDBG award for 2017-18 program year was $977,648, with $176,736 in Program Income received. Carryover, from previous years also contributed to the continued efforts of ongoing projects and programs. Approximately $903,217 in CDBG funds was spent during the snapshot period of July 1 to June 30.

The HOME award for 2017-18, was $332,769, with approximately $195,909 in program income. Carryover, from last year's CAPER, although committed to ongoing projects and programs. The 2017-18 HOME expenditures were $47,936, which were directed toward affordable housing opportunities. The remaining carryover and program income is committed to a new CHDO project "Gateway Terrace II."

Highlighted for FY 2017-18, steady progress in meeting the goals and objectives stated in the 2016 Action and ConPlan was:

- Affordable Housing
- Rehabilitate and Enhance Existing Neighborhoods
- Non-Homeless Special Needs
- Support Services
- Public Services
- Non-Housing - Community Development
- Job Creation
- Public & Infrastructure Improvements
- Neighborhood Revitalization Strategic Area Planning
- Homeless

- Permanent Supportive Housing
- Public Services
- Homeowner Assistance

More specifically, the City of Merced allocated CDBG funds during the 2017-18 program year to multiple social service agencies to meet these priorities and goals; including Merced Rescue Mission, Healthy House, Central Valley Coalition for Affordable Housing, Project Sentinel, and Valley Crisis Center. One of the City's other goals was to improve the condition of the City's housing stock and public facilities that benefit low income residents. To accomplish this goal, the City partnered with Habitat for Humanity to assist with the implemention of the Homeowner Rehabilitation program.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Fair Housing	Non-Homeless Special Needs	CDBG: $ / HOME: $25000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	28	9.33%			
Fair Housing	Non-Homeless Special Needs	CDBG: $ / HOME: $25000	Other	Other	0	0		300	28	9.33%

Job Creation	Non-Housing Community Development		Jobs created/retained	Jobs	500	0	0.00%			
NRSA Planning	Non-Housing Community Development	CDBG: $	Other	Other	1000	0	0.00%			
Permanent Supportive Housing	Homeless	CDBG: $ / HOME: $ / Sewer and Water Enterprise Funds: $0	Rental units rehabilitated	Household Housing Unit	7	7	100.00%	0	0	
Permanent Supportive Housing	Homeless	CDBG: $ / HOME: $ / Sewer and Water Enterprise Funds: $0	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	1	
Permanent Supportive Housing	Homeless	CDBG: $ / HOME: $ / Sewer and Water Enterprise Funds: $0	Housing for Homeless added	Household Housing Unit	50	2	4.00%	50	22	44.00%

Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: $ / Sewer and Water Enterprise Funds: $486280	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		30000	33785	112.62%
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: $ / Sewer and Water Enterprise Funds: $486280	Other	Other	3000	0	0.00%			

rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: $ / HOME: $514682 / General Fund: $0 / HOME 92/93/94 (HCD): $142565 / Loan Payment from CVCAH: $0 / Neighborhood Stabilization Program 3: $49441 / Sewer and Water Enterprise Funds: $0	Homeowner Housing Added	Household Housing Unit	2	2	100.00%	20	2	10.00%

rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: $ / HOME: $514682 / General Fund: $0 / HOME 92/93/94 (HCD): $142565 / Loan Payment from CVCAH: $0 / Neighborhood Stabilization Program 3: $49441 / Sewer and Water Enterprise Funds: $0	Homeowner Housing Rehabilitated	Household Housing Unit	30	2	6.67%	20	2	10.00%

Support Services	Non-Homeless Special Needs	CDBG: $ / HOME: $292408 / General Fund: $25000 / HOME 92/93/94 (HCD): $35640 / Loan Payment from CVCAH: $271870 / Neighborhood Stabilization Program 3: $12360 / Sewer and Water Enterprise Funds: $40458	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	458	458.00%	0	458	

Support Services	Non-Homeless Special Needs	CDBG: $ / HOME: $292408 / General Fund: $25000 / HOME 92/93/94 (HCD): $35640 / Loan Payment from CVCAH: $271870 / Neighborhood Stabilization Program 3: $12360 / Sewer and Water Enterprise Funds: $40458	Homeless Person Overnight Shelter	Persons Assisted	0	400		1000	400	40.00%

Support Services	Non-Homeless Special Needs	CDBG: $ / HOME: $292408 / General Fund: $25000 / HOME 92/93/94 (HCD): $35640 / Loan Payment from CVCAH: $271870 / Neighborhood Stabilization Program 3: $12360 / Sewer and Water Enterprise Funds: $40458	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	

Support Services	Non-Homeless Special Needs	CDBG: $ / HOME: $292408 / General Fund: $25000 / HOME 92/93/94 (HCD): $35640 / Loan Payment from CVCAH: $271870 / Neighborhood Stabilization Program 3: $12360 / Sewer and Water Enterprise Funds: $40458	Other	Other	0	0		4	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

The City's strategic plan identifies five types of projects as essential to the community:

1. Public Infrastructure and Capital Improvements. Three (3) infrastructure projects were funded this past year. While they were not completed this fiscal year, they are anticipated to be completed next fiscal year. Additionally, the Housing Division contiues to pair infrastructure projects with affordable housing activities.

2. Programs and planning that encourages job creation and retention programs. This past year the Housing Division worked with Valley Crisis Center to ensure victims of domestic violence learn the necessary skills to become independent.

3. Increased public services to area nonprofit agencies, particularly programs providing services for the homeless, youth and seniors. This past year the Housing Division used CDBG funds to assist five (5) non-profit organizations. These organizations assisted a broad range of community individuals. Some of the clientele assisted were seniors, youth, homeless, domestic violence victims, and households that were at risk of becoming homeless.

4. Permanent supportive housing for the chronically homeless. The Housing Division was able to assist funding one (1) permanent supportive unit this past year.

5. Programs that promote and/or create fair and affordable housing, especially targeting extremely low- and low-income households. The Housing Division continues to work with Project Sentinel in our community. Project Sentinel provides fair housing services within the community.

This year's activities resulted in meeting many of those five priorities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	219	5
Black or African American	116	2
Asian	201	0
American Indian or American Native	181	0
Native Hawaiian or Other Pacific Islander	7	0
Total	**724**	**7**
Hispanic	134	4
Not Hispanic	590	3

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Of the programs that were closed out prior to the end of the Fiscal Year, the housing division was able to provide funding to assist approximately 731 individuals and households. Additionally, the City provided funding to the Continuum of Care which provided assistance to 510 (P.I.T.) homeless individuals that are residing in various areas of the County of Merced. Many of these households and individuals were assisted through the Continuum of Care, Fair Housing Services, and Rapid Rehousing programs.

The populated data is not reflective of projects that were not closed out this fiscal year, projects currently underway, or other non-HUD funded housing projects. The City of Merced also partnered with the Merced Rescue Mission and Habitat for Humanity to assist approximately 60 Households that were at risk of becoming homeless.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,154,384	903,217
HOME	HOME	528,678	47,936
HOPWA	HOPWA		
ESG	ESG		
General Fund	General Fund		
Other	Other		

Table 3 - Resources Made Available

Narrative

The City of Merced received $977,648 in Community Development Block Grant Funds (CDBG), and $332,769 in HOME Investment Partnership Funds (HOME). Through the repayment of existing rehabilitation loans, approximately $176,736, in CDBG funds were received as Program Income. These funds were directed toward the various projects, as approved by City Council through the Action Plan process. Additionally, HOME funds in the amount of $195,909, repaid through rehabilitation loans, and first time homebuyers were received as program income and reinvested in affordable housing projects/programs.

Listed below is minor, technical and substantial amendments completed throughout the year. The City has taken no action to hinder the implementation of the 2017 Annual Action Plan and has actively implemented related projects and programs that work toward achieving the goals and objectives. Additional information includes the Certificate of Consistency's submitted for review and approval to confirm the goals of the non-profit agency, who is applying for funding through the federal government, such as Emergency, Transitional and Permanent Housing, as well as Homeowner Rehabilitation Grants, is consistent with the Merced's goals and needs, as identified in the Consolidated Plan.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Wide	34		
Elgible CDBG Areas	66		

Table 4 – Identify the geographic distribution and location of investments

Narrative

For the 2017-18 program year, Merced anticipated that 66 percent of its CDBG & HOME funds would be

spent reaching the 80% disadvantage census tracts. Additionally, as stated in the Strategic Plan, certain racially/ethnically concentrated areas of poverty were identified as having greater needs in the City. These census tracts are scattered throughout the community. Several of Merced's sub-recipients provided services and housing to residents living in the targeted census tracts including: Habitat for Humanity, Sierra Saving Grace, and Merced Rescue Mission; the ADA and Sewer Main infrastructure projects were also located within these targeted areas. The actual amount anticipated after the capital improvement projects are completed, may result in a higher percentage. The remaining funds were targeted to the general population; however, because Merced is a relatively smaller community and low income populations are distributed throughout the City, the City believes that those activities outside these census tracts will still serve low income populations.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City is dedicated to working with developers of low and moderate income housing in order to leverage its funds and maintain an adequate supply of affordable housing. In fiscal year 2017-18, Central Valley Coalition for Affordable Housing completed the construction of a duplex and is in the process of finishing a 4-plex project.

The City leverage funds with the County of Merced to fund the Merced Continuum of Care program. Without the City and County funding the Merced COC, the County nor the City would be in compliance with HUD rules and regulations for Homeless programs. The City leveraged CBDG funds with the Merced Rescue Mission to ensure homeless would receive funds for rental deposits. The program was made available to the 100 most chronically homeless individuals as identified through the Merced COC HMIS system. Additionally, funding is leveraged with the City's enterprise accounts to assist with the completion of various projects located within eligible census tracts.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	25,393,312
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	25,393,312
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	25,393,312

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	Amount received during reporting period $	Total amount expended during reporting period $	Amount expended for TBRA $	Balance on hand at end of reporting period $
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	27	22
Number of Non-Homeless households to be provided affordable housing units	50	13
Number of Special-Needs households to be provided affordable housing units	11	1
Total	**88**	**36**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	26	22
Number of households supported through The Production of New Units	53	2
Number of households supported through Rehab of Existing Units	8	11
Number of households supported through Acquisition of Existing Units	1	1
Total	**88**	**36**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Merced had anticipated breaking ground on a 50-unit apartment complex this year. However, due to an unstable housing market, the project was delayed. Staff is anticipating the project will begin construction in the Fall of 2018.

City staff continued to work with Habitat for Humanity this past year to ensure the Homeowner Rehabilitation program was implemented this past year. Staff anticipated the project would assist four -

five households. However, due to staff changes within their organization, they were only able to assist two households this past year.

As for affordable housing development, the City was able to partner with Sierra Saving Grace to acquire one unit for permanent supportive housing.

The City also partnered with Central Valley Coalition for Affordable Housing for the construction of two separate affordable housing projects. One project was completed during this fiscal year and one is still under construction with construction anticipated to finish up in the fall of 2018.

The City continues to look for additional funding sources, such as Affordable Housing and Sustainable Communities Program through (HCD), and community partnerships (i.e. Habitat for Humanity) to bring in additional funds for affordable housing.

Discuss how these outcomes will impact future annual action plans.

This past year the City continued to leverage its CDBG and HOME resources through partnerships and collaborations with local non-profit organizations and other agencies.

Moreover, the City was able to fund various community non-profit organizations this past year with varied success. These programs focused on serving homeless, veteran's, and seniors.

The City continues to work with developers, government agencies, and non-profit organizations to assist with funding multi-family affordable housing projects. These partnerships have the potential to bring over 200 new affordable single and multi-family housing units in the City of Merced.

The City was unable to break ground on a large affordable housing project this year. However, next year's 2018 HUD Annual Action Plan allocates funds for the Gateway Terrace II project.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	4
Low-income	1	4
Moderate-income	0	0
Total	**2**	**8**

Table 13 – Number of Households Served

Narrative Information

Based upon the various public service programs, 731 people were assisted between CDBG & HOME programs. Figures are included in the table above. Not included in the table is information provided by Fair Housing (28) calls or the homeless counted in the P.I.T. count (510).

Not reflected in this table, due to information not related to family size, was CDBG & HOME projects underway and CDBG Activities that benefit Low Mod Areas. CDBG funds were used for activities benefitting low/mod persons, and complies with certifications that require no less than 70% of CDBG funding during the specified period on activities that benefit low/mod person.

Additionally, attached is the PR23 reports for both CDBG and HOME, which reflect Matrix Code, Accomplishment Type, Beneficiaries by Income Category, which include census for persons, and Units.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City relies on its partnerships developed through the Continuum of Care and non-profit organizations (CDBG funded Public Service Activities) to reach out to various homeless individuals. Of the programs and organizations that were funded with CDBG funds, 31 formally homeless households with down-payment assistance. Additionally, CDBG funds this past year provided resources towards homeless programs/activities funded as follows:

1. One (1) Permanent Supportive Unit for Homeless this past year.

2. Nine (9) units housing for chronically homeless individuals.

2. Twenty - two (22) Homeless Individuals were provided rental deposits.

3. 324 homeless individuals were provided shelter at the warming center (some duplication may have occurred).

Additionally, the City of Merced participates in the Merced City and County Continuum of Care's coordinated entry system which is linked to a wide-range of public & private agencies through street outreach within the CoC jurisdiction so that people sleeping on the streets are prioritized for assistance in the same way as all other homeless persons. The **Vulnerability Index - Service Prioritization Decision Assistance** Tool **(VI-SPDAT)** is used as a tool that helps determine chronicity and medical vulnerability. Outreach workers administer VI-SPDAT on the streets, in encampments, and remote areas that identifies best type of support and housing interventions that fit their needs including PSH with a Housing First approach and RRH. CoC advertises the CE process in ways that include: 1) leaving business cards of outreach workers; 2) leaving flyers that describe the process and includes contact information; 3) leaving information at service sites; 4) leaving information at public locations; 5) educating mainstream service providers; 6) at events that attract homeless persons; 7) winter warming center; 8) 2-1-1 help line; and 9) meal programs at centers and parks.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Merced participates in the Merced City and County Continuum of Care which is linked to a wide-range of public & private agencies working together to address emergency and transitional housing needs of homeless persons. This past year the City of Merced collaborated with the following organizations to provide immediate shelter to chronically homeless individuals or individuals at-risk of

becoming homeless:

1. Merced Rescue Mission to operate a Warming Center.

2. Merced Rescue Mission - Rental Deposits.

3. Sierra Saving Grace - Rental Assistance.

4. Alliance for Community Transformations to help victims of Domestic Violence

5. United Way - COC Collabrative Applicant

The warming center allowed individuals currently located on the streets a place to go out of the various weather elements. Worked with Sierra Saving Grace and Merced Rescue Mission to assist more than 30 households with rental assistance to help individuals at-risk of becoming homeless were able to find housing. Worked with Sierra Saving Grace to acquie a permanent supportive housing unit within the community. Additionally, the City of Merced collaborated with Alliance for Community Transformations to provide emergency shelter to individuals seeking shelter and refuge from situations that would leave them homeless otherwise.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

A county-wide homeless prevention strategy has been implemented that has helped identify specific risk factors based on fact-finding with general assistance, mainstream, and prevention assistance providers that include loss of income, history of residential instability sudden death or illness, utility shutoffs, etc. Strategic steps focus on shelter diversion by stabilizing households in current housing or temporarily sharing housing with other family members of friends until the household is ready to obtain and maintain permanent housing. Steps also include links to temporary or ongoing supports and case management if needed. Temporary support may include one-time or short-term rental and/or utility assistance and participation in employment services. Ongoing supports may include mainstream resources and on-the-job training. Case management, if desired by the household, may be short-term. The overall goal is to stabilize the household and prepare a plan if another housing crisis occurs. In addition, the City of Merced partners with the Merced County Rescue Mission which operates a Respite Care program that focuses on helping homeless persons discharged from the Mercy Medical Center and Horizons Unlimited Healthcare and offers such persons a safe supportive environment, as well as meals,

oversight of medical treatment, while helping them explore long-term housing options through case management.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

By supporting the Merced City and County Continuum of Care, helping homeless persons includes 1) focusing more intensely on chronic homeless individuals and families through street outreach and engagement into areas and encampments where chronic homeless persons are known to live; 2) engaging chronic homeless households through the coordinated entry system to help link them to the appropriate permanent supportive housing provider and level of supportive services; 3) increasing resources to provide bridge housing for chronic homeless households who need a short-term stay while awaiting permanent housing availability that includes low barrier shelter and vouchered stays in motels; 4) connecting chronic homeless households to mainstream resources including Medi-Cal and behavioral health services while awaiting PSH placement; 5) connecting chronic homeless households to community resources such as food, transportation, money management, housing counseling services, etc. to ensure they maintain their housing; and 6) emphasizing a consumer-driven mindset that is choice-based.

The Coordinated Entry System (CES) plays a critical role in providing the right intervention for each homeless family to effectively house them within 30 days. CES helps families avoid entering shelters by offering assistance to help remain in their housing or live with friends and families for a short period of time in order to gain time to move into permanent housing. If emergency shelter is needed, rapid rehousing assistance and supportive services are provided to help ensure a stay of no more than 30 days. Services are provided within a housing first and low barrier environment. Assistance is flexible so families with lower barriers receive modest financial assistance and those with higher barriers receive moderate assistance. Two Rapid Rehousing Programs were funded this past year (Merced County's Human Services Agency and Merced Rescue Mission). The Continuum of Care has also developed more effective coordination between prevention efforts and mainstream benefits and programs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority of Merced County (HAMC) is the public housing agency serving the City of Merced. HAMC is independent of the City of Merced, and the City retains no control over its funding or implementation of programs. HAMC has multiple public housing properties in Merced.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of Merced County (HAMC) encourages public housing residents to participate in policy, procedure, and program implementation and development through its Board. HAMC also distributes various forms of communication to all residents, which contains relevant news, information on training and employment opportunities, and other community resources available to public housing residents. Public housing residents also participate in the development of the HAMC five year and annual plans. The HAMC distributes a survey to prioritize residents' needs and schedule short and long term improvements.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of Merced County (HAMC) is not designated as "troubled."

Attachment I

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan *(All PHAs)*	**U. S Department of Housing and Urban Development** Office of Public and Indian Housing OMB No. 2577-0226 **Expires 2/29/2016**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Steve Carrigan (*Official's Name*), the City Manager (*Official's Title*),

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Merced (*PHA Name*),

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

City of Merced (*Local Jurisdiction Name*)

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

Both plans emphasize efforts provide clean, safe and permanent housing to low income and/or homeless families and individuals. Both plans also emphasize efforts to house homeless veterans.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Steve Carrigan	City Manager
Signature: Stephani Ditz	Date: 6/28/18

form **HUD-50077-SL** (12/2014)

HA - Certificate of Consistency - 2017

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Housing staff continues to move forward to meet the daily challenges and has worked to educate sub-grantees, identify challenged areas, establish community partnerships, and improve upon outdated processes to create an efficient, effective program.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Merced has partnered with the County of Merced and the United Way to develop and implement the Continuum of Care program within the City of Merced, County of Merced, and neighboring Community's. The plan discusses the extent of homelessness in Merced County, identifies and leverages available local resources, describes solutions, and ultimately renders area organizations eligible for federal Continuum of Care grant funding.

The City and County of Merced have taken a lead role in providing resources to the homeless in Merced by adopting the Continuum of Care Strategy to end Homelessness and by providing annual CDBG funds to support one staff member responsible for heading up the Continuum of Care through United Way. Several positive activities spearheaded by the Continuum of Care can be found throughout this document. Additionally, the Division is working with three non-profit organizations to either rehabilitate existing, purchase, or construct residential properties to provide permanent supportive housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to review and analyze how it can better meet the needs of the underserved and address “worst case” housing issues through its affordable housing program, supportive services, Continuum of Care and the Fair Housing services offered through Project Sentinel. Loans to landlords to improve housing for those families living in seriously substandard housing are available with CDBG funding.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City, in cooperative efforts, continues to work with the Continuum of Care, its partnering cities and non-profit agencies, to identify resources available to reduce the number of persons living below the poverty level and address the needs of the community.

Programs that provide funding for rehabilitation work on purchased homes, rehab work on privately owned properties, and or upkeep of newly purchased properties, allows the city to provide jobs to smaller contractors and service providers within the City. Many of the contractors bidding on jobs from the Housing Division are smaller, one to four person companies. Many contractors use credit cards to make ends meet while awaiting payment from the City. As some contractors have informed us, they are living it "paycheck to paycheck" and work other jobs to supplement their incomes. These programs allow the City to provide employment in a depressed community as a way to assist this particular group stay above the poverty level.

In addition to CDBG and HOME funds, the City utilizes program income generated from loan payments and loan payoffs to rehabilitate properties and grant funds from CalHome programs to provide deferred FTHB loans to income eligible households. These efforts allow our department to assist a wide variety of households in our community.

Borrowers/applicants work with either a local lending institution or the designated property management company to identify what amount of assistance these households need to allow them to qualify for the type of residential (rental or purchase) unit they are requesting.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Housing Division is working with the City Attorney's Office, Code Enforcement, Police, Fire, and Building Division to identify substandard housing. The Housing Division has been educating these departments to have the property owners contact the Housing Division. If the homeowner is living within the non-compliant residence, we contact Habitat for Humanity to see if the Homeowner is eligible for the Homeowner Rehabilitation Program. IF the property owner is not living on site and would like to sell or rent the sub-standard housing unit, we partner the property owner with a local non-profit organization to rehabilitate the unit and convert the unit from market rate to permanent supportive housing.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City made a commitment last year to improve the communication and service delivery capabilities of agencies and organizations that provide programs to assist the homeless. The City continues to hold community meetings to enhance coordination between housing providers, government agencies, and other key stakeholders in the City and County. The purpose of these meetings was to establish a network of agencies to enhance the delivery of services to the homeless, disabled individuals and families, youth, and others seeking services as well as reduce duplication of services.

The City will continue to participate in various Continuum of Care meetings, which are attended by various governmental departments and service providers to share information on existing programs and areas for improvement to enhance coordination and exchange knowledge of best practices to better understand and address the community's needs. The United Way holds quarterly board meetings to provide a platform for agencies to coordinate services. Board Members of the Continuum of Care include public housing authorities, service providers, community stakeholders and people who have experienced homelessness. These meetings are held to address unmet needs and ensure that resources are leveraged and not duplicated.

Merced County Mental Health has played a key role over the past year by designating a staff member to serve on the Board as a liaison between the department and homeless clients/service providers experiencing barriers in receiving assistance. Mental Health had a significant presence in the most recent Project Homeless Connect event. They were able to assess people experiencing homelessness on the spot and get them connected to services immediately. These linkages have increased the community's efforts to avoid discharge into homelessness as well as serve the existing homeless population.

The City also participated in the Homeless Connect — an outreach event that brings together multiple agencies to provide information and assist individuals currently experiencing homelessness. Additionally, Housing Staff has spoken with homeless individals interested in becoming first time homebuyers. In addition to the actions listed above, the City will continue to enhance coordination and work with the Housing Authority of Merced County, United Way, housing and service providers, and faith based organizations, to identify services, housing and other needs. Other public agencies that work together to increase Merced's supply of affordable housing includes: Central Valley Coalition for Affordable Housing and Habitat for Humanity.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Lack of an effective multi-lingual mortgage counseling program

While there had been a credit counseling program for families facing foreclosure offered at the Central Valley Coalition for Affordable Housing, the City's Fair Housing agency, budget cuts resulted in the elimination of that position in smaller communities. There still remains the lack of a local mortgage counselor to address this impediment. Due to continued budget constraints, the City's only course of action at this time is to encourage and provide mortgage counseling programs to first time homebuyers in neighboring communities.

Insufficient supply of affordable rental housing

The City of Merced has identified providing affordable housing as a priority in the City's Housing Element. While the City is not a provider of affordable housing, it does assist developers with affordable housing funding. Due to financial constraints, the City was not able to enter into any contracts with developers for construction of new affordable housing units. With the department's limited resources, staff is currently pursuing rehabilitation of existing affordable rental units and leveraging other City monies to assist with financing new construction.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Staff is in the process of drafting a letter to be sent out to all property management companies overseeing each multi-family project. Staff did not receive fiscal audits from projects that are older than 15 years. Staff received fiscal audits this past year from Gateway Terrace and The Grove Apartments.

We were able to monitor single-family residential projects, and public service projects through a combination of site checks and loan servicing, there were no problems that were in need of mitigation.

Staff did not keep a list of all the projects monitored this past year. This is an area were our division can improve. Staff is working internally to develop a process to ensure a database is created reflecting all projects monitored not just the public service activities.

Multi-Family Housing Program Monitoring

City Housing staff conducts site visits annually to multi-family housing sub-recipients to review record keeping, upkeep of facility, and ensure eligibility requirements are being maintained. A City inspector is part of this tour and if discrepancies are found, the sub-recipient will be informed during the on-site tour, provided a formal letter, and provided 30-days to correct the problem; and or work with staff for a reasonable timeline.

Annual audits are required by these sub-recipients for their programs. If discrepancies in this area are found, the sub-recipient is informed immediately and a formal letter is mailed. The sub-recipient is given 30 days to correct the problem or provide a timeline for correction. The City will work with the organization to ensure understanding of requirements and to achieve compliance. Once compliance has been achieved, the sub-recipient receives a closure letter from the City. The City Council is informed of any unresolved problems during the budget process. These same procedures will be followed with non-housing sub-recipients.

Single Dwelling Housing Program Monitoring

Homes rehabbed or purchased with HOME funds for use as rental properties for moderate to low income families are monitored annually by staff. The owner is provided a letter requesting information and income verification of the renter. With a shortage of staffing, housing visitations to all sites is

unmanageable. Staff members have been instructed instead to visit "at least" one site per owner. A City Inspector is taken on site to ensure housing meets codes. Renters are interviewed to ensure compliance of HUD requirements. If discrepancies are found the home owner will be informed during the on-site tour, provided a formal letter, and provided 30-days to correct the problem; and or work with staff for a reasonable timeline.

Activity/Public Service Monitoring

The City Housing Division has established monitoring procedures for its Sub-recipients in order to ensure compliance with all CDBG requirements and objectives. Those procedures include written contracts and invoicing before funds are distributed; workshops with applicants and new sub-recipients to ensure an understanding of reporting requirements; clear timelines for measured success; reporting forms that include hours, task, client demographic information, and income range. Reports are required with each invoice, and year-end evaluations are required. All sub-recipients receive one on-site visit.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Staff made a concerted effort to reach out to the community for comments and input about the CAPER for fiscal year 2017-18. The public was notified of the CAPER's availability through notifications in two newspapers, at public meetings, and the public hearing.

The availability of the FY 2017-18 CAPER and a request for comments was publicly noticed in the following ways:

- August 15, 2018 - Notices were posted at the Merced Civic Center and on the City of Merced Website.
- August 16, 2018 - Public Notices were published in the Merced Sun-Star.
- August 23, 2018 - Public Notices were published in the Merced County Times.
- September 4, 2018 - Meeting Date – at City Hall, meeting to gather comments from the public and Council and set a public hearing.
- September 6, 2018 – Community Meeting at City Hall in the Engineering/Housing Conference Room.
- September 17, 2018 – Public Hearing at City Hall, Public Hearing requesting Council action.

City Council considered two (2) projects that required budget modifications to the 2017 HUD Annual Action Plan. The projects were either new projects not originally included in the originally adopted budget of the 2017 HUD Annual Action Plan or were amendments to the existing projects. Attached is a list of the project modifications approved by City Council during the 2017-18 Fiscal Year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Priorities identified in the 2015-2020 Consolidated Plan were implemented. The City takes a proactive approach and continually evaluates programs, projects and activities to ensure they are meeting targeted goals as well as keeping in line with current levels of funding. As a result of our experience, difficult and strategic recommendations are made to City Council. For example, when funding is not moving quickly, an alternate priority need project or program is recommended. Council gives the City Manager the authority to redirect funds based upon certain criteria or timelines. As with CDBG, the timely expenditure ratios are monitored and HOME commitment and expenditure deadlines are monitored.

Staff also directs funding toward core programs established during the previous year and identified within the 2015-2020 ConPlan.

The City of Merced continues to use CDBG funds toward affordable housing, a suitable living environment, ADA improvements to public infrastructure, public/social services, and the repayment of Section 108 loan. The reallocation of funding occurs throughout the year for both CDBG and HOME.

Staff reviews and meets with project managers on a regular basis. The City's Citizens Participation Plan allows minor and technical amendments to be reviewed and authorized by the City Manager. All substantial amendments, resulting in a reallocation of funding over $30,000 and contractual amendments, were taken to City Council through a public hearing as well community meetings for input.

Objectives have not changed, however, as a result of the needs identified through public meetings with non-profit housing and service providers, HOME funding was approved to assist in meeting the needs of Merced homeless population. The City and County discuss the concept of leveraging CDBG funds with Housing Authority funds to ensure homeless would receive funds needed for deposits from the City and on-going section 8 rental assistance from the Housing Authority of Merced County. The program would be made available to the 100 most chronically homeless individuals as identified through the Merced COC HMIS system. The program will be administered by the Housing Authority next fiscal year.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

None of the multifamily residential projects were monitored this year. Staff is in the process of drafting a letter to be sent out to all property management companies overseeing each multi-family project. Staff did not receive fiscal audits from projects that are older than 15 years. Staff received fiscal audits this past year from Gateway Terrace and The Grove Apartments. However, we were able to monitor single-family residential projects, and public service projects through a combination of site checks and loan servicing, there were no problems that were in need of mitigation. Staff did not keep a list of all the projects monitored this past year. This is an area were our division can improve.

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Annual audits are required by these sub-recipients for their programs. If discrepancies in this area are found, the sub-recipient is informed immediately and a formal letter is mailed. The sub-recipient is given 30 days to correct the problem or provide a timeline for correction. The City will work with the organization to ensure understanding of requirements and to achieve compliance. Once compliance has been achieved, the sub-recipient receives a closure letter from the City. The City Council is informed of any unresolved problems during the budget process. These same procedures will be followed with non-housing sub-recipients.

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tour, provided a formal letter, and provided 30-days to correct the problem; and or work with staff for a reasonable timeline.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City of Merced continues to follow the Affirmative Marketing Policy as outlined in the Consolidated Plan and monitors compliance with the Policy by the City and participating property owners on an annual basis.

The City of Merced Housing Division shall be responsible for implementing the Affirmative Marketing Policy and evaluating its effectiveness concurrently with the HOME Program:

- The Housing Division shall inform the public about the Affirmative Marketing Policy through handouts and application forms, periodic advertisements in general circulation newspapers, and regularly scheduled public meetings.
- The City shall at times display informational posters in the Merced City Hall Lobby, open to the public. All graphic presentations concerning the HOME Program shall display the HUD Equal Housing Opportunity logo or slogan.
- The owners of buildings selected for rehabilitation shall likewise be informed about the City's Affirmative Marketing Policy at the time that an application is submitted to the Housing Division.
- The City shall also provide tenants and rental property owners with copies of the "Landlord-Tenant Fact Sheet" produced by the State Department of Consumer Affairs.
- The City shall continue its practice of providing general information and telephone reference numbers to persons contacting the Housing Division with questions regarding affirmative marketing, federal fair housing, tenant's rights, assisted housing, and correction of substandard conditions in tenant-occupied dwellings.

The City shall continue the services of the Fair Housing Services provider (Project Sentinel) for all Merced residents. Some of the services provided by Project Sentinel include: seminars, educational pamphlets, and counselors to assist renters and landlords with any fair housing questions or problems.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Approved by City Council was the use of HOME Investment Partnership Program funding for the Homeowner Rehabilitation Forgivable Loan Program. The City worked with Central Valley Coalition for Affordable Housing (CHDO) to construct HOME funded units at two separate locations. One project was completed prior to July 2018; the other is still under construction and should be completed in the fall of 2018. Additional PI was approved by Council to be directed toward

the construction of 50-unit affordable housing project located at 13th and K Street. These funds were directed toward beneficiaries with incomes at or below 80% of the area median income. Unfortunately, these projects were not completed within this CAPER's reporting period. The results will be reflected in next year's CAPER.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The HOME program objectives continue with promoting, maintaining and providing affordable housing by working with Affordable Housing Developers and nonprofit organizations. Staff continues to work with Habitat for Humanity to assist Homeowners with rehabilitation of their properties; Sierra Saving Grace and Merced Rescue Mission with the acquisition of properties to increase the number of permanent supportive housing units within the community; and, Central Valley For Affordable Housing with development of larger multifamily residential projects.

Attachments

CAPER Resolution - Draft

RESOLUTION NO. 2018-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING THE 2017-2018 PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

WHEREAS, the City of Merced operated the Community Development Block Grant Program (CDBG), and the Home Investment Partnerships Grant Program (HOME) for the 2017-2018 Program Year; and

WHEREAS, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2017-2018 Program Year; and

WHEREAS, the City must also certify that it is complying with HUD requirements for the use of CDBG and HOME funds; and

WHEREAS, the City spent approximately $940,000 in CDBG and HOME funds during the 2017-2018 Program Year; 100% of the funds were used to assist households with incomes at or below 120% of median income; and,

WHEREAS, The City Manager is the certifying officer for all HUD reports and transactions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Merced hereby approves the attached 2017-2018 Program Year Consolidated Annual Performance and Evaluation Report (CAPER), and authorizes the City Manager to submit the same to HUD on behalf of the City of Merced.

///

///

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ _2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

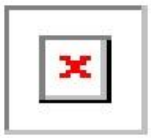
APPROVED AS TO FORM:

_____ 8-7-2018
City Attorney Date

X:\Resolutions\2018 Housing\Approving CAPER for 17-18.doc

2

PR 03 - CDBG Activity Summary Report



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2017
MERCED

Date: 21-Aug-2018
Time: 12:42
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PGM Year: 2012
Project: 0009 - ECONOMIC DEVELOPMENT
IDIS Activity: 998 - ECONOMIC DEVELOPMENT

Status: Open
Location: 678 W 18th St Merced, CA 95340-4708

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: ED Technical Assistance (18B)
National Objective: LMA

Initial Funding Date: 11/26/2012

Description:

THIS ACTIVITY HAS BEEN DETERMINED TO NOT BE CDBG ELIGIBLE.
MERCED CITY COUNCIL AND HUD APPROVED REVISING THE CDBG FUNDS TO AN ELIGIBLE CDBG ACTIVITY.
(IDIS #1054)FUNDING WILL BE REVISED AS EXPENSES OCCUR TO THE WATER MAIN PROJECT - IDIS #1054

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$54,988.91	$0.00	$0.00
		2012	B12MC060044		$0.00	$54,988.91
Total	**Total**			**$54,988.91**	**$0.00**	**$54,988.91**

Proposed Accomplishments

Businesses : 1
Total Population in Service Area: 62,733
Census Tract Percent Low / Mod: 55.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	THIS ACTIVITY HAS BEEN DETERMINED TO NOT BE CDBG ELIGIBLE. MERCED CITY COUNCIL AND HUD APPROVED REVISING THE CDBG FUNDS TO AN ELIGIBLE CDBG ACTIVITY. (IDIS #1054) FUNDING WILL BE REVISED AS EXPENSES TO THE WATER MAIN PROJECT OCCUR. - IDIS #1054.	

PGM Year: 2016
Project: 0022 - Administration FY 2016/17
IDIS Activity: 1079 - Direct Administration Expenses

Status: Completed 11/15/2017 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 09/16/2016

Description:

Funding for administration expenses related to the operation of the City of Merced Housing Division.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$83,849.48	$0.00	$83,849.48
		2016	B16MC060044	$11,455.63	$0.00	$11,455.63
	PI			$42,571.89	$8,490.05	$42,571.89
Total	**Total**			**$137,877.00**	**$8,490.05**	**$137,877.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2016
Project: 0002 - Rehabilitation of Foreclosed Property
IDIS Activity: 1084 - 241 E. Main Street / Rehab

Status: Completed 4/26/2018 12:00:00 AM
Location: 241 E Main St Merced, CA 95340-5048

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 12/23/2016

Description:

Single family housing rehab.
This activity will be completed by Habitat for Humanity Stanislaus County - IDIS #1114

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$10,803.60	$0.00	$10,803.60
Total	**Total**			**$10,803.60**	**$0.00**	**$10,803.60**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Single family housing rehabilitation. This home is in need of extensive repairs. Due to budgeting this project will continue FY 17/18. As of June 30, 2017 Staff has begun the environmental process to demolish the building on site. One the 2017 HUD Annual Action Plan has been approved by HUD, housing staff will be able to finalize the Environmental Review for the property. Once the environmental review has been completed, a contractor will be selected to begin the project. This activity will be completed under activity #1114 (Habitat for Humanity Stanislaus County)	

PGM Year: 2015
Project: 0002 - Home Owner Rehabilitation - Brush with Kindness Program
IDIS Activity: 1087 - 205 W. 14th Street / Rehab

Status: Completed 11/13/2017 12:00:00 AM
Location: Address Suppressed

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/23/2017

Description:

Single Family Residential Housing Rehabilitation

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$18,957.55	$7,613.20	$18,957.55
	PI			$33,420.99	$8,675.84	$33,420.99
Total	**Total**			**$52,378.54**	**$16,289.04**	**$52,378.54**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Funding for owner-occupied single family dwelling rehabilitation. This housing rehabilitation is in process and will be completed FY 17/18	

PGM Year: 2015
Project: 0002 - Home Owner Rehabilitation - Brush with Kindness Program
IDIS Activity: 1088 - 945 Q Street / Rehab

Status: Completed 11/8/2017 12:00:00 AM
Location: Address Suppressed

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/23/2017

Description:

Single Family Residential Housing Rehabilitation

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$23,095.20	$2,455.20	$23,095.20
Total	**Total**			**$23,095.20**	**$2,455.20**	**$23,095.20**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

Income Category:	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Funding for owner-occupied single family dwelling rehabilitation. This housing rehabilitation is in process and will be completed FY 17/18. Housing rehabilitation consisted of removing and replacing all rain gutters, removed and replaced all exterior siding. Center of the home has a foundation that is lower than surrounding ground including sidewalks. Removed concrete in areas, graded soil to allow for water run-off, installed concrete slab, sloped away from home so water does on come into the house, etc. Replaced all interior drywall that was damaged by water, textured and painted the walls.	

PGM Year: 2016
Project: 0011 - Ethnic Elders Transportation Assistance and Support - Healthy House
IDIS Activity: 1090 - Healthy House Within a MATCH Coalition

Status: Completed 11/7/2017 12:00:00 AM
Location: 301 W 18th St Ste 101 Merced, CA 95340-4831

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Initial Funding Date: 01/31/2017

Description:

To provide education and transportation services to non-English speaking individuals.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	$12,000.00	$12,000.00	$12,000.00
Total	**Total**			**$12,000.00**	**$12,000.00**	**$12,000.00**

Proposed Accomplishments

People (General) : 58

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	2	0
Black/African American:	0	0	0	0	0	0	10	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	201	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	26	2
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**239**	**2**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	239
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	239
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Funding provided education and transportation services to non-English speaking individuals. The funding helped Healthy House further diversify their client basis over the course of the year. By the end of the year, the program served ethnic elders who were Southeast Asian (Hmong, Mien or Lao), Afghani, African-American, Hispanic and Caucasian. Final invoice will be processed FY 17/18.	

PGM Year: 2016
Project: 0005 - ADA Ramp and Sidewalk Modifications - City of Merced Engineering Department
IDIS Activity: 1094 - ADA Ramp and Sidewalk Modifications #117007

Status: Open
Location: 678 W 18th St Merced, CA 95340-4708

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 04/10/2017

Description:

The construction of twelve ADA handicap ramps including sidewalk modifications.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$62,238.92	$62,238.92	$62,238.92
		2016	B16MC060044	$79,583.61	$69,777.39	$69,777.39
	PI			$5,777.47	$5,777.47	$5,777.47
Total	**Total**			**$147,600.00**	**$137,793.78**	**$137,793.78**

Proposed Accomplishments

Public Facilities : 12
Total Population in Service Area: 5,070
Census Tract Percent Low / Mod: 74.06

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	The construction of twelve ADA handicap ramps including sidewalk modifications. The City of Merced Engineering Department has the survey completed and drafted. The project design has been started. This activity will continue PY 17/18. This activity completed PY 17/18. This activity will continue in PY 18/19 due to final invoices being processed for payment.	

PGM Year: 2015
Project: 0002 - Home Owner Rehabilitation - Brush with Kindness Program
IDIS Activity: 1098 - 1005 W. 9th Street / Rehab

Status: Completed 1/11/2018 12:00:00 AM
Location: 1005 W 9th St Merced, CA 95341-5861

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/18/2017

Description:

Owner occupied single family housing rehab.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	PI			$35,149.73	$35,149.73	$35,149.73
Total	**Total**			**$35,149.73**	**$35,149.73**	**$35,149.73**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	1	1	0	0	1	1	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Funding for owner-occupied single family dwelling rehabilitation. This housing rehabilitation is in process and will be completed FY 17/18. Project completion date: August 4, 2017. Last project payment was made in October 2017. Final draw will be done by December 2017.	

PGM Year: 2015
Project: 0002 - Home Owner Rehabilitation - Brush with Kindness Program
IDIS Activity: 1099 - 1319 W. 19th Street / Rehab

Status: Completed 1/11/2018 12:00:00 AM
Location: 1319 W 19th St Merced, CA 95340-4406

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/18/2017

Description:

Owner Occupied single family housing rehab.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$380.00	$0.00	$380.00
	PI			$37,941.54	$37,941.54	$37,941.54
Total	**Total**			**$38,321.54**	**$37,941.54**	**$38,321.54**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Funding for owner-occupied single family dwelling rehabilitation. This housing rehabilitation is in process and will be completed FY 17/18. Housing rehabilitation was completed on 8/4/2017. Final payments were made in October 2017 and final draw for this activity should be done by December 15, 2017.	

PGM Year: 2016
Project: 0009 - Brush with Kindness - Habitat for Humanity Stanislaus County
IDIS Activity: 1100 - Brush with Kindness - Habitat for Humanity Stanislaus County

Status: Open
Location: 630 Kearney Ave Modesto, CA 95350-5714

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 06/23/2017

Description:

Owner-occupied single family housing rehabilitation for approximately 5 homes.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	$1,354.51	$0.00	$0.00
		2016	B16MC060044	$238,996.35	$0.00	$0.00
		2017	B17MC060044	$12,911.74	$0.00	$0.00
	PI			$792.00	$792.00	$792.00
Total	**Total**			**$254,054.60**	**$792.00**	**$792.00**

Proposed Accomplishments

Housing Units : 5

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Owner-occupied single family housing rehabilitation for approximately 5 homes. To be continued in PY 17/18. Activities are underway and activity will be continued PY 18/19.	

PGM Year: 2016
Project: 0017 - Gateway Terrace II Apartments - Central Valley Coalition for Affordable Housing (CHDO)
IDIS Activity: 1102 - GATEWAY TERRACE II - CVCAH (CHDO)

Status: Open
Location: 13TH & K STREET MERCED, CA 95340

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMC

Initial Funding Date: 07/20/2017

Description:

Development of 50 units of quality affordable housing.
Project will replace the sewer & water mains serving the project site and nearby residents located within a disadvantage census tract.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$38,656.62	$0.00	$0.00
		2015	B15MC060044	$406,051.38	$0.00	$0.00
Total	**Total**			**$444,708.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Development of 50 units of quality affordable housing. Project will replace the sewer & water mains serving the project site and nearby residents located within a disadvantage census tract. This activity will continue in PY 18/19.	

PGM Year: 2017
Project: 0002 - Project Activity Delivery Costs Fiscal Year 2017/18
IDIS Activity: 1104 - Project Activity Delivery Costs

Status: Canceled 11/16/2017 5:20:34 PM
Location: 678 W 18th St Merced, CA 95340-4708

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehabilitation Administration (14H)
National Objective: LMC

Initial Funding Date: 07/20/2017

Description:

To provide the necessary monitoring and oversight required for each project.
All delivery costs directly related to carrying out housing rehabilitationconstruction activities are now to be a part of the actual activity costs.
This activity is being canceled.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0	

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0020 - Merced Rescue Mission - Emergency Rapid Re-Housing
IDIS Activity: 1105 - Merced Rescue Mission - Emergency Rapid Re-Housing

Status: Completed 1/11/2018 12:00:00 AM
Location: 527 W 20th St Merced, CA 95340-3715

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Initial Funding Date: 11/01/2017

Description:

Emergency Rapid Re-Housing for displaced households living in the condemned apartments on HWY 59.
(Motel Costs)

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$3,448.52	$3,448.52	$3,448.52
Total	**Total**			**$3,448.52**	**$3,448.52**	**$3,448.52**

Proposed Accomplishments

People (General) : 6

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	2
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**2**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	4
Low Mod	0	0	0	1
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Emergency Rapid Re-Housing for displaced households living in the condemned apartments on HWY 59. Funding paid for the motel costs to house 5 people.	

PGM Year: 2017
Project: 0001 - Administrative Costs FY 2017/18
IDIS Activity: 1106 - Direct Administration Expenses

Status: Completed 7/31/2018 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 11/01/2017

Description:

Funding for administration expenses related to the operation of the City of Merced Housing Division.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$41,581.04	$41,581.04	$41,581.04
	PI			$49,299.00	$49,299.00	$49,299.00
Total	**Total**			**$90,880.04**	**$90,880.04**	**$90,880.04**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0011 - Motel Drive Sidewalk & Bike Lane Project
IDIS Activity: 1107 - Motel Drive Sidewalk & Bike Lane Project #118029

Status: Canceled 5/2/2018 12:00:00 AM
Location: 678 W 18th St Merced, CA 95340-4708

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 11/30/2017

Description:

To construct sidewalks and bike lanes.
These funds would be used as leverage with CMAQ funds to fund the preliminary engineering and survey for the project.
This activity is canceled due to using a federal funding source as the "Local Match" is a violation of the CMAQ Rules and Regulations.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 6,760
Census Tract Percent Low / Mod: 56.88

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0017 - Rental Deposit Assistance - Merced Rescue Mission
IDIS Activity: 1108 - Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program

Status: Open
Location: 527 W 20th St Merced, CA 95340-3715

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Initial Funding Date: 01/11/2018

Description:

Provide Rental Deposit Assistance to homeless individuals.
The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$11,547.00	$9,048.11	$9,048.11
	PI			$8,453.00	$8,453.00	$8,453.00
Total	**Total**			**$20,000.00**	**$17,501.11**	**$17,501.11**

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	12	0
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	5	5
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**6**

Female-headed Households:	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	13
Low Mod	0	0	0	9
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	22
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Provide Rental Deposit Assistance to homeless individuals. The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	

PGM Year: 2017
Project: 0009 - Warming Center - Merced Rescue Mission
IDIS Activity: 1109 - Merced Rescue Mission - Warming Center

Status: Completed 4/26/2018 12:00:00 AM
Location: 527 W 20th St Merced, CA 95340-3715

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Initial Funding Date: 01/11/2018

Description:

Funding provided to assist in reimbursing Merced County Rescue Mission for labor costs, utilities, and miscellaneous expenses necessary to operate a homeless warming center within the community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$15,000.00	$15,000.00	$15,000.00
Total	**Total**			**$15,000.00**	**$15,000.00**	**$15,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	178	0
Black/African American:	0	0	0	0	0	0	93	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	129	105
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**400**	**105**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	400
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	400
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Funding provided to assist in reimbursing Merced County Rescue Mission for labor costs, utilities, and miscellaneous expenses necessary to operate a homeless warming center within the community.	

PGM Year: 2017
Project: 0010 - Youth I Can - Symple Equazion
IDIS Activity: 1111 - Symple Equazion - Youth I Can Program

Status: Open
Location: 1040 Canal St Merced, CA 95341-6063

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Youth Services (05D)
National Objective: LMC

Initial Funding Date: 01/11/2018

Description:

To provide after school educational programs for the youth in our community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$13,500.00	$3,105.00	$3,105.00
Total	**Total**			**$13,500.00**	**$3,105.00**	**$3,105.00**

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	9	7
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**7**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	12
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	14
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Funding used to provide after school educational programs for the youth in our community. Over the PY participants have been placed on Merced County Supervisor Discretionary Funds Committee. Channel ABC 30 Youth Advisory Council and one participant has been employed over the summer 2018 with the City of Merced Parks & Recreation Department. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	

PGM Year: 2017
Project: 0005 - Continuum of Care Services - United Way
IDIS Activity: 1112 - United Way - Continuum of Care Services

Status: Completed 5/24/2018 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Planning (20)

National Objective:

Initial Funding Date: 01/11/2018

Description:

Administer the Continuum of Care program within the City of Merced.
The United Way of Merced County only spent funds associated with the 2018 Point in Time Homeless Count.
The remaining funds available will not be spent and the United Way of Merced County has terminated the remaining grant funds.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$4,071.20	$4,071.20	$4,071.20
Total	**Total**			**$4,071.20**	**$4,071.20**	**$4,071.20**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0018 - Acquisition of Property for Permanent Supportive Housing
IDIS Activity: 1113 - Sierra Saving Grace Homeless Project

Status: Completed 6/29/2018 12:00:00 AM
Location: 1345 E Olive Ave Merced, CA 95340-1601

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Acquisition for Rehabilitation (14G)
National Objective: LMH

Initial Funding Date: 01/11/2018

Description:

Acquisition of property to provide housing for homeless individuals and families.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$220,000.00	$220,000.00	$220,000.00
Total	**Total**			**$220,000.00**	**$220,000.00**	**$220,000.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	1	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**1**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		1		1			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	1	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	1	1	0
Percent Low/Mod		100.0%	100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Property is being purchased for Permanent Supportive Housing. Once occupied the remaining accomplishments will be completed. Property is now occupied - accomplishments entered.	

PGM Year: 2017
Project: 0016 - Habitat for Humanity - Homeowner Rehabilitation and New Construction Program
IDIS Activity: 1114 - Habitat for Humanity - Homeowner Rehabilitation and New Construction Program

Status: Open
Location: 630 Kearney Ave Modesto, CA 95350-5714

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/12/2018

Description:

Provide assistance to existing Homeowners with health and safety repairs to their residence, rehabilitate existing housing assets, and construct new units on vacant currently owned by the City.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$180,000.00	$180,000.00	$180,000.00
Total	**Total**			**$180,000.00**	**$180,000.00**	**$180,000.00**

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Funding for the purchase of supplies and materials to rehabilitate 241 E. Main Street. Once this property is rehabilitated it will be sold to a qualifying first time home buyer. Once sold the remaining accomplishments will be entered. Activity to continue PY 18/19.	

PGM Year: 2017
Project: 0012 - One Stop Ambassador Homeless Project - Healthy House
IDIS Activity: 1115 - Healthy House - One Stop Homeless Ambassador Project

Status: Completed 6/29/2018 12:00:00 AM
Location: 301 W 18th St Ste 101 Merced, CA 95340-4831

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Initial Funding Date: 01/12/2018

Description:

Provide Homeless services to the underserved homeless community.
Funding will support this program for chronically homeless clients, prioritizing those with mental andor physical health issues, those who are elderly, or those who require culturally and linguistically responsive services, within the City of Merced.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$20,000.00	$20,000.00	$20,000.00
Total	**Total**			**$20,000.00**	**$20,000.00**	**$20,000.00**

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	18	0
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	7	7
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**37**	**7**

Female-headed Households:	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	34
Low Mod	0	0	0	3
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	37
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Provide Homeless services to the underserved homeless community. Funding will support this program for chronically homeless clients, prioritizing those with mental and/or physical health issues, those who are elderly, or those who require culturally and linguistically responsive services, within the City of Merced.	

PGM Year: 2017
Project: 0007 - Employment Readiness for Victims of Domestic Violence - Valley Crisis Center
IDIS Activity: 1116 - Valley Crisis Center - Employment Readiness for Victims of Domestic Violence

Status: Completed 7/31/2018 12:00:00 AM
Location: 1960 P St Merced, CA 95340-3519

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Battered and Abused Spouses (05G)
National Objective: LMC

Initial Funding Date: 01/12/2018

Description:

Assist low-income households to receive the necessary training to become employment ready.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$4,687.82	$4,687.82	$4,687.82
	PI			$2,010.96	$2,010.96	$2,010.96
Total	**Total**			**$6,698.78**	**$6,698.78**	**$6,698.78**

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	4
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**7**	**5**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	7
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Assist low-income households to receive the necessary training to become employment ready. This activity will continue in PY 18/19 due to final invoices being processed for payment.	

PGM Year: 2017
Project: 0006 - Buena Vista & G Street (Rivera School) ADA Sidewalk/Ramp Improvements
IDIS Activity: 1117 - ADA Sidewalk/Ramp Improvements #118027

Status: Open
Location: 678 W 18th St Merced, CA 95340-4708

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 01/12/2018

Description:

Construction of ten ADA compliant ramps along G Street to Childs to 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	$29,961.40	$0.00	$0.00
		2017	B17MC060044	$254,290.82	$0.00	$0.00
	PI			$380.78	$380.78	$380.78
Total	**Total**			**$284,633.00**	**$380.78**	**$380.78**

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 20,570
Census Tract Percent Low / Mod: 53.65

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Construction of ten ADA compliant ramps along G Street to Childs to 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School. This Activity will be completed PY 18/19.	

PGM Year: 2017
Project: 0015 - West 25th & 26th Streets (John Muir School) ADA Ramp & Sidewalk Improvements
IDIS Activity: 1118 - ADA Ramps & Sidewalk Improvements #118028

Status: Open
Location: 678 W 18th St Merced, CA 95340-4708

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 01/12/2018

Description:

The project proposes to improve the sidewalks surrounding John Muir School.
There would be two intersection bulb-outs included into the project encourage vehicular traffic to reduce speeds as they travel near the school.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	$173,058.23	$0.00	$0.00
	PI			$11,330.77	$11,330.77	$11,330.77
Total	**Total**			**$184,389.00**	**$11,330.77**	**$11,330.77**

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 8,145
Census Tract Percent Low / Mod: 73.54

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	The project proposes to improve the sidewalks surrounding John Muir School. There would be two intersection bulb-outs included into the project encourage vehicular traffic to reduce speeds as they travel near the school. This project will be completed PY 18/19.	

PGM Year: 2017
Project: 0013 - Environmental Services
IDIS Activity: 1119 - Towne Planning & Environmental

Status: Canceled 4/16/2018 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Planning (20)
National Objective:

Initial Funding Date: 01/24/2018

Description:

Assist the City of Merced Housing Division by providing professional environmental services necessary in compliance with NEPA and HUD regulations for the purpose of federally funded housing acquisition andor rehabilitation projects and other related or similar federally funded projects as directed by the City of Merced Housing Division.
NOTE:This service is canceled due to a large multi-family housing project not moving forward.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		

Hispanic:						0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Female-headed Households:						0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0021 - INDIRECT ADMINISTRATIVE COSTS
IDIS Activity: 1120 - INDIRECT ADMINISTRATIVE COSTS

Status: Completed 5/24/2018 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Indirect Costs (21B)
National Objective:

Initial Funding Date: 04/16/2018

Description:

FUNDING FOR INDIRECT ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF CITY HOUSING PROGRAMS.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$71,516.00	$71,516.00	$71,516.00
Total	**Total**			**$71,516.00**	**$71,516.00**	**$71,516.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0022 - Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)
IDIS Activity: 1121 - Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)

Status: Open
Location: 527 W 20th St Merced, CA 95340-3715

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Initial Funding Date: 04/30/2018

Description:

Emergency Rapid Re-HousingShelter for displaced tenants living City Wide.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	$5,404.71	$5,404.71	$5,404.71
	PI			$2,968.35	$2,968.35	$2,968.35
Total	**Total**			**$8,373.06**	**$8,373.06**	**$8,373.06**

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Emergency Rapid Re-Housing/Shelter for displaced tenants living City Wide. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	

Total Funded Amount:	**$2,333,486.72**
Total Drawn Thru Program Year:	**$1,155,505.56**
Total Drawn In Program Year:	**$903,216.60**

HOME Match & APR Report - 2017

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Part I Participant Identification

2. Participant No. (assigned by HUD) | 3. Name of the Participating Jurisdiction
MC06/2227 | CITY OF MERCED

5. Street Address of the Participating Jurisdiction
678 W 16TH STREET

6. City | 7. State | 8. Zip Code
MERCED | CA | 95340

Match Contributions for
Federal Fiscal Year (yyyy) 2017

9. Name of Contact (person completing this report)
DAWN M ENDONCA

4. Contact's Phone Number (include area code)
209-385-6883

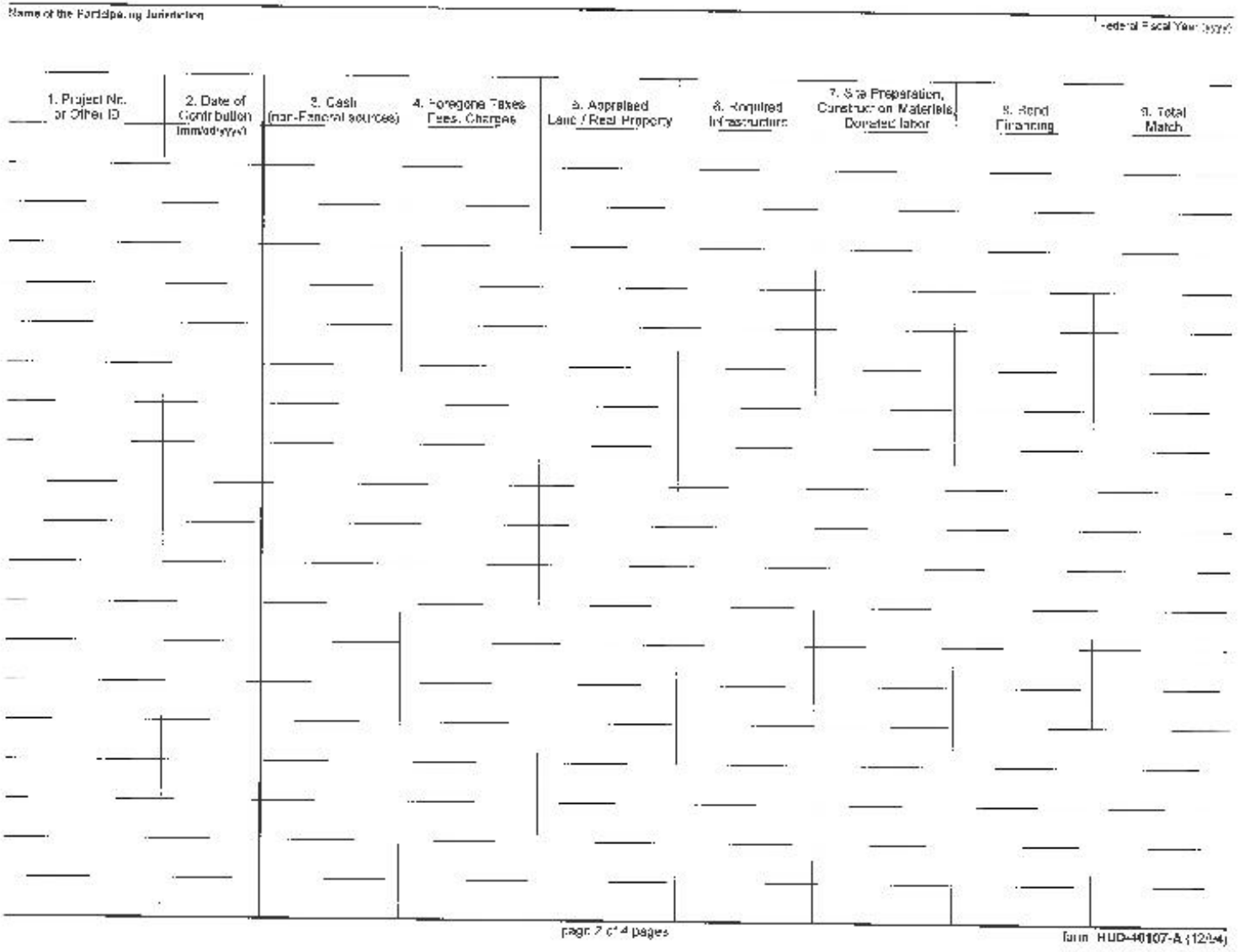
Part II Fiscal Year Summary

1. Excess match from prior Federal fiscal year	$ 25,383,512.00
2. Match contributed during current Federal fiscal year (see Part III.9.)	$ 0.00
3. Total match available for current Federal fiscal year (line 1 + line 2)	$ 25,383,512.00
4. Match liability for current Federal fiscal year	$ 0.00
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)	$ 25,383,512.00

Part III Match Contribution for the Federal Fiscal Year

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated Labor	8. Bond Financing	9. Total Match

form HUD-40107-A (12/94)


Name of the Participating Jurisdiction
Federal Fiscal Year (yyyy)
1. Project No. or Other ID
2. Date of Contribution (mm/dd/yyyy)
3. Cash (non-Federal sources)
4. Foregone Taxes, Fees, Charges
5. Appraised Land / Real Property
6. Required Infrastructure
7. Site Preparation, Construction Materials, Donated labor
8. Bond Financing
9. Total Match
page 2 of 4 pages
form HUD-40107-A (12/94)

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for the HOME Match Report

Applicability:

The HOME Match Report is part of the HOME APR and must be filled out by every participating jurisdiction that incurred a match liability. Match liability occurs when FY 1993 funds (or subsequent year funds) are drawn down from the U.S. Treasury for HOME projects. A Participating Jurisdiction (PJ) may start counting match contributions as of the beginning of Federal Fiscal Year 1993 (October 1, 1992). A jurisdiction not required to submit this report, either because it did not incur any match or because it has a full match reduction, may submit a HOME Match Report if it wishes. The match would count as excess match that is carried over to subsequent years. The match reported on this form must have been contributed during the reporting period (between October 1 and September 30).

Timing:

This form is to be submitted as part of the HOME APR on or before December 31. The original is sent to the HUD Field Office. One copy is sent to the

> Office of Affordable Housing Programs, CGHF
> Room 7176, HUD, 451 7th Street, S.W.
> Washington, D.C. 20410.

The participating jurisdiction also keeps a copy.

Instructions for Part II:

1. **Excess match from prior Federal fiscal year:** Excess match carried over from prior Federal fiscal year.
2. **Match contributed during current Federal fiscal year:** The total amount of match contributions for all projects listed under Part III in column 9 for the Federal fiscal year.
3. **Total match available for current Federal fiscal year:** The sum of excess match carried over from the prior Federal fiscal year (Part II, line 1) and the total match contribution for the current Federal fiscal year (Part II, line 2). This sum is the total match available for the Federal fiscal year.
4. **Match liability for current Federal fiscal year:** The amount of match liability is available from HUD and is provided periodically to PJs. The match must be provided in the current year. The amount of match that must be provided is based on the amount of HOME funds drawn from the U.S. Treasury for HOME projects. The amount of match required equals 25% of the amount drawn down for HOME projects during the Federal fiscal year. Excess match may be carried over and used to meet match liability for subsequent years (see Part II, line 5). Funds drawn down for administrative costs, CHDO operating expenses, and CHDO capacity building do not have to be matched. Funds drawn down for CHDO seed money and/or technical assistance loans do not have to be matched if the project does not go forward. A jurisdiction is allowed to get a partial reduction (50%) of match if it meets one of two statutory distress criteria, indicating "fiscal distress," or else a full reduction (100%) of match if it meets both criteria, indicating "severe fiscal distress." The two criteria are poverty rate (must be equal to or greater than 125% of the average national family poverty rate to qualify for a reduction) and per capita income (must be less than 75% of the national average per capita income to qualify for a reduction). In addition, a jurisdiction can get a full reduction if it is declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Act.
5. **Excess match carried over to next Federal fiscal year:** The total match available for the current Federal fiscal year (Part II, line 3) minus the match liability for the current Federal fiscal year (Part II, line 4). Excess match may be carried over and applied to future HOME project match liability.

Instructions for Part III:

1. **Project No. or Other ID:** "Project number" is assigned by the CPD IDIS System when the PJ makes a project setup call. These projects involve at least some Treasury funds. If the HOME project does not involve Treasury funds, it must be identified with "other ID" as follows: the fiscal year (last two digits only), followed by a number (starting from "01" for the first non-Treasury-funded project of the fiscal year), and then at least one of the following abbreviations: "SF" for project using shortfall funds, "PI" for projects using program income, and "NON" for non-HOME-assisted affordable housing. Example: 93.01.SF, 93.02.PI, 93.03.NON, etc.

   Shortfall funds are non-HOME funds used to make up the difference between the participation threshold and the amount of HOME funds allocated to the PJ; the participation threshold requirement applies only in the PJ's first year of eligibility. [§92.102]

   Program income (also called "repayment income") is any return on the investment of HOME funds. This income must be deposited in the jurisdiction's HOME account to be used for HOME projects. [§92.503(b)]

Non-HOME-assisted affordable housing is investment in housing not assisted by HOME funds that would qualify as "affordable housing" under the HOME Program definitions. "NON" funds must be contributed to a specific project; it is not sufficient to make a contribution to an entity engaged in developing affordable housing. [§92.219(b)]

2. **Date of Contribution:** Enter the date of contribution. Multiple entries may be made on a single line as long as the contributions were made during the current fiscal year. In such cases, if the contributions were made at different dates during the year, enter the date of the last contribution.

3. **Cash:** Cash contributions from non-Federal resources. This means the funds are contributed permanently to the HOME Program regardless of the form of investment the jurisdiction provides to a project. Therefore all repayment, interest, or other return on investment of the contribution must be deposited in the PJ's HOME account to be used for HOME projects. The PJ, non-Federal public entities (State/local governments), private entities, and individuals can make contributions. The grant equivalent of a below-market interest rate loan to the project is eligible when the loan is not repayable to the PJ's HOME account. [§92.220(a)(1)] In addition, a cash contribution can count as match if it is used for eligible costs defined under §92.206 (except administrative costs and CHDO operating expenses) or under §92.209, or for the following non-eligible costs: the value of non-Federal funds used to remove and relocate HOME units to accommodate eligible tenants, a project reserve account for replacements, a project reserve account for unanticipated increases in operating costs, operating subsidies, or costs relating to the portion of a mixed-income or mixed-use project not related to the affordable housing units. [§92.219(c)]

4. **Foregone Taxes, Fees, Charges:** Taxes, fees and charges that are normally and customarily charged but have been waived, foregone, or deferred in a manner that achieves affordability of the HOME-assisted housing. This includes State tax credits for low-income housing development. The amount of real estate taxes may be based on the post-improvement property value. For those taxes, fees, or charges given for future years, the value is the present discounted cash value. [§92.220(a)(2)]

5. **Appraised Land/Real Property:** The appraised value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of land or other real property, not acquired with Federal resources. The appraisal must be made by an independent, certified appraiser. [§92.220(a)(3)]

6. **Required Infrastructure:** The cost of improvements, not made with Federal resources, in on-site and off-site infrastructure directly required for HOME-assisted affordable housing. The infrastructure must have been completed no earlier than 12 months before HOME funds were committed. [§92.220(a)(4)]

7. **Site preparation, Construction materials, Donated labor:** The reasonable value of any site-preparation and construction materials, not acquired with Federal resources, and any donated or voluntary labor (see §92.354(b)) in connection with the site-preparation for, or construction or rehabilitation of, affordable housing. The value of site-preparation and construction materials is determined in accordance with the PJ's cost estimate procedures. The value of donated or voluntary labor is determined by a single rate ("labor rate") to be published annually in the Notice Of Funding Availability (NOFA) for the HOME Program. [§92.220(6)]

8. **Bond Financing:** Multifamily and single-family project bond financing must be validly issued by a State or local government (or an agency, instrumentality, or political subdivision thereof). 50% of a loan from bond proceeds made to a multifamily affordable housing project owner can count as match. 25% of a loan from bond proceeds made to a single-family affordable housing project owner can count as match. Loans from all bond proceeds, including excess bond match from prior years, may not exceed 25% of a PJ's total annual match contribution. [§92.220(a)(5)] The amount in excess of the 25% cap for bonds may carry over, and the excess will count as part of the statutory limit of up to 25% per year. Requirements regarding bond financing as an eligible source of match will be available upon publication of the implementing regulation early in FY 1994.

9. **Total Match:** Total of items 3 through 8. This is the total match contribution for each project identified in item 1.

Ineligible forms of match include:

1. Contributions made with or derived from Federal resources, e.g. CDBG funds. [§92.220(b)(1)]

2. Interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits [§92.220(b)(2)]

3. Contributions from builders, contractors or investors, including owner equity, involved with HOME-assisted projects. [§92.220(b)(3)]

4. Sweat equity [§92.220(b)(4)]

5. Contributions from applicants/recipients of HOME assistance [§92.220(b)(5)]

6. Fees/charges that are associated with the HOME Program only, rather than normally and customarily charged on all transactions or projects. [§92.220(a)(2)]

7. Administrative costs

Annual Performance Report
HOME Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 8/31/2008)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (CMI) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section. If further explanation is needed.

Submit this form on or before December 31. Send one copy to the appropriate HUD Field Office and one copy to: HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410	This report is for period (mm/dd/yyyy) Starting: 07/01/2017	Ending: 06/30/2017	Date Submitted (mm/dd/yyyy): 08/30/18

Part I Participant Identification

1. Participant Number	2. Participant Name
MC060227	CITY OF MERCED

3. Name of Person completing this report	4. Phone Number (include Area Code)
DAWN MENDONCA	209 385 8853

5. Address	6. City	7. State	8. Zip Code
678 W. 18TH STREET	MERCED	CA	95340

Part II Program Income

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based rental Assistance.

1. Balance on hand at Beginning of Reporting Period	2. Amount generated during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended for Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) = 5
$225,100.02	$195,909.18	$0.00	$0.00	$421,009.20

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE) b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
A. Contracts						
1. Number	0					
2. Dollar Amount	$0.00					
B. Sub-Contracts						
1. Number	0					
2. Dollar Amount	$0.00					

	a. Total	b. Women Business Enterprises (WBE)	c. Male
C. Contracts			
1. Number	0		
2. Dollar Amount	$0.00		
D. Sub-Contracts			
1. Number	0		
2. Dollar Amounts	$0.00		

Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	Minority Property Owners				
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
1. Number	0					
2. Dollar Amount	$0.00					

Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost
1. Parcels Acquired	0	$0.00
2. Businesses Displaced	0	$0.00
3. Nonprofit Organizations Displaced	0	$0.00
4. Households Temporarily Relocated, not Displaced	0	$0.00

Households Displaced	a. Total	Minority Business Enterprises (MBE)				
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
5. Households Displaced - Number	0					
6. Households Displaced - Cost	$0.00					

Various End of Year CDBG & HOME Programs



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Con Plan Goals and Accomplishments
MERCED, 2017

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Accomplishments Associated With a Single Strategic Plan Goal

Goal		Category	Funding Source & Amount	Outcome Indicator	Outcome Unit of Measure	Outcome Expected - Strategic Plan	Outcome Actual - Strategic Plan	Percent Complete	Outcome Expected - Program Year	Outcome Actual - Program Year	Percent Complete
rehabilitate and enhance existing neighborhoods	1	Affordable Housing Non-Housing Community Development housing rehab	CDBG: $ / HOME: $514682 / General Fund: $0 / HOME 92/93/94 (HCD): $142565 / Loan Payment from CVCAH: $0 / Neighborhood Stabilization Program 3: $49441 / Sewer and Water Enterprise Funds: $0	Homeowner Housing Added	Household Housing Unit	0	0		20	0	0.00%
				Homeowner Housing Rehabilitated	Household Housing Unit	30	2	6.67%	20	2	10.00%
Support Services	2	Non-Homeless Special Needs	CDBG: $ / HOME: $292408 / General Fund: $25000 / HOME 92/93/94 (HCD): $35640 / Loan Payment from CVCAH: $271870 / Neighborhood Stabilization Program 3: $12360 / Sewer and Water Enterprise Funds: $40458	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	458	458.00%	0	458	
				Homeless Person Overnight Shelter	Persons Assisted	0	400		1000	400	40.00%
				Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
				Other	Other	0	0		4	0	0.00%
Fair Housing	3	Non-Homeless Special Needs	CDBG: $ / HOME: $25000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%			
				Other	Other	0	0		300	0	0.00%
Job Creation	4	Non-Housing Community Development		Jobs created/retained	Jobs	500	0	0.00%			
Public and Infrastructure Improvements	5	Non-Housing Community Development	CDBG: $ / Sewer and Water Enterprise Funds: $486280	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		3000	0	0.00%
				Other	Other	3000	0	0.00%			
NRSA Planning	6	Non-Housing Community Development	CDBG: $	Other	Other	1000	0	0.00%			
Permanent Supportive Housing	7	Homeless	CDBG: $ / HOME: $ / Sewer and Water Enterprise Funds: $0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	22		0	22	
				Rental units rehabilitated	Household Housing Unit	0	1		0	1	
				Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	

Goal		Category	Funding Source & Amount	Outcome Indicator	Outcome Unit of Measure	Outcome Expected - Strategic Plan	Outcome Actual - Strategic Plan	Percent Complete	Outcome Expected - Program Year	Outcome Actual - Program Year	Percent Complete
Permanent Supportive Housing	7	Homeless	CDBG: $ / HOME: $ / Sewer and Water Enterprise Funds: $0	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
				Homelessness Prevention	Persons Assisted	0	22		0	22	
				Housing for Homeless added	Household Housing Unit	50	0	0.00%	25	0	0.00%

Accomplishments Associated With More Than One Strategic Plan Goal

Project Name	Activity Name	Goal Outcome Indicator	Goals	Outcome Unit of Measure	Outcome Actual - Program Year
Rehabilitation of 1113 2nd Street - Central Valley Coalition for Affordable Housing (CHDO)	1113 2ND STREET	Rental units rehabilitated	Permanent Supportive Housing | rehabilitate and enhance existing neighborhoods	Household Housing Unit	7

Accomplishments Not Associated With a Strategic Plan Goal

Project Name	Activity Name	Goal Outcome Indicator	Outcome Unit of Measure	Outcome Actual - Program Year
Merced Rescue Mission - Emergency Rapid Re-Housing	Merced Rescue Mission - Emergency Rapid Re-Housing	Homelessness Prevention	Persons Assisted	5
		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount	Available to Commit	Available to Draw	Recapture Amount
CDBG	EN	MERCED	CA	B89MC060044	$564,000.00	$0.00	$564,000.00	$564,000.00	$0.00	$0.00	$0.00	$0.00
				B90MC060044	$542,000.00	$0.00	$542,000.00	$542,000.00	$0.00	$0.00	$0.00	$0.00
				B91MC060044	$605,000.00	$0.00	$605,000.00	$605,000.00	$0.00	$0.00	$0.00	$0.00
				B92MC060044	$653,000.00	$0.00	$653,000.00	$653,000.00	$0.00	$0.00	$0.00	$0.00
				B93MC060044	$1,103,000.00	$0.00	$1,103,000.00	$1,103,000.00	$0.00	$0.00	$0.00	$0.00
				B94MC060044	$1,199,000.00	$0.00	$1,199,000.00	$1,199,000.00	$0.00	$0.00	$0.00	$0.00
				B95MC060044	$1,538,000.00	$0.00	$1,538,000.00	$1,538,000.00	$0.00	$0.00	$0.00	$0.00
				B96MC060044	$1,493,000.00	$0.00	$1,493,000.00	$1,493,000.00	$0.00	$0.00	$0.00	$0.00
				B97MC060044	$1,468,000.00	$0.00	$1,468,000.00	$1,468,000.00	$0.00	$0.00	$0.00	$0.00
				B98MC060044	$1,413,000.00	$0.00	$1,413,000.00	$1,413,000.00	$0.00	$0.00	$0.00	$0.00
				B99MC060044	$1,422,000.00	$0.00	$1,422,000.00	$1,422,000.00	$0.00	$0.00	$0.00	$0.00
				B00MC060044	$1,420,000.00	$0.00	$1,420,000.00	$1,420,000.00	$0.00	$0.00	$0.00	$0.00
				B01MC060044	$1,471,000.00	$0.00	$1,471,000.00	$1,471,000.00	$0.00	$0.00	$0.00	$0.00
				B02MC060044	$1,449,000.00	$0.00	$1,449,000.00	$1,449,000.00	$0.00	$0.00	$0.00	$0.00
				B03MC060044	$1,526,000.00	$0.00	$1,526,000.00	$1,526,000.00	$0.00	$0.00	$0.00	$0.00
				B04MC060044	$1,499,000.00	$0.00	$1,499,000.00	$1,499,000.00	$0.00	$0.00	$0.00	$0.00
				B05MC060044	$1,421,389.00	$0.00	$1,421,389.00	$1,421,389.00	$0.00	$0.00	$0.00	$0.00
				B06MC060044	$1,283,592.00	$0.00	$1,283,592.00	$1,283,592.00	$0.00	$0.00	$0.00	$0.00
				B07MC060044	$1,282,099.00	$0.00	$1,282,099.00	$1,282,099.00	$0.00	$0.00	$0.00	$0.00
				B08MC060044	$1,240,510.00	$0.00	$1,240,510.00	$1,240,510.00	$0.00	$0.00	$0.00	$0.00
				B09MC060044	$1,255,163.00	$0.00	$1,255,163.00	$1,255,163.00	$0.00	$0.00	$0.00	$0.00
				B10MC060044	$1,357,144.00	$0.00	$1,357,144.00	$1,357,144.00	$0.00	$0.00	$0.00	$0.00
				B11MC060044	$1,129,761.00	$0.00	$1,129,761.00	$1,129,761.00	$0.00	$0.00	$0.00	$0.00
				B12MC060044	$950,304.00	$0.00	$950,304.00	$950,304.00	$0.00	$0.00	$0.00	$0.00
				B13MC060044	$940,877.00	$0.00	$940,877.00	$940,877.00	$0.00	$0.00	$0.00	$0.00
				B14MC060044	$949,593.00	$0.00	$949,593.00	$754,588.52	$0.00	$0.00	$195,004.48	$0.00
				B15MC060044	$923,257.00	$0.00	$923,257.00	$515,851.11	$72,307.32	$0.00	$407,405.89	$0.00
				B16MC060044	$959,615.00	$0.00	$959,615.00	$507,792.80	$80,191.81	$0.00	$451,822.20	$0.00
				B17MC060044	$877,648.00	$0.00	$857,958.85	$577,862.40	$577,862.40	$119,689.15	$399,785.60	$0.00
				MERCED Subtotal:	**$34,035,952.00**	**$0.00**	**$33,916,262.85**	**$32,581,933.83**	**$730,361.53**	**$119,689.15**	**$1,454,018.17**	**$0.00**
		EN Subtotal:			**$34,035,952.00**	**$0.00**	**$33,916,262.85**	**$32,581,933.83**	**$730,361.53**	**$119,689.15**	**$1,454,018.17**	**$0.00**
	PI	MERCED	CA	B96MC060044	$22,307.39	$0.00	$22,307.39	$22,307.39	$0.00	$0.00	$0.00	$0.00
				B97MC060044	$515,404.59	$0.00	$515,404.59	$515,404.59	$0.00	$0.00	$0.00	$0.00
				B98MC060044	$401,833.74	$0.00	$401,833.74	$401,833.74	$0.00	$0.00	$0.00	$0.00
				B99MC060044	$326,990.50	$0.00	$326,990.50	$326,990.50	$0.00	$0.00	$0.00	$0.00
				B00MC060044	$414,245.26	$0.00	$414,245.26	$414,245.26	$0.00	$0.00	$0.00	$0.00
				B01MC060044	$573,393.12	$0.00	$573,393.12	$573,393.12	$0.00	$0.00	$0.00	$0.00
				B02MC060044	$1,061,128.42	$0.00	$1,061,128.42	$1,061,128.42	$0.00	$0.00	$0.00	$0.00
				B03MC060044	$1,152,928.63	$0.00	$1,152,928.63	$1,152,928.63	$0.00	$0.00	$0.00	$0.00
				B04MC060044	$964,394.76	$0.00	$964,394.76	$964,394.76	$0.00	$0.00	$0.00	$0.00
				B05MC060044	$875,942.80	$0.00	$875,942.80	$875,942.80	$0.00	$0.00	$0.00	$0.00
				B06MC060044	$478,139.95	$0.00	$478,139.95	$478,139.95	$0.00	$0.00	$0.00	$0.00
				B07MC060044	$381,250.80	$0.00	$381,250.80	$381,250.80	$0.00	$0.00	$0.00	$0.00
				B08MC060044	$191,294.05	$0.00	$191,294.05	$191,294.05	$0.00	$0.00	$0.00	$0.00
				B09MC060044	$166,521.37	$0.00	$166,521.37	$166,521.37	$0.00	$0.00	$0.00	$0.00
				B10MC060044	$113,150.58	$0.00	$113,150.58	$113,150.58	$0.00	$0.00	$0.00	$0.00
				B11MC060044	$153,124.74	$0.00	$153,124.74	$153,124.74	$0.00	$0.00	$0.00	$0.00
				B12MC060044	$235,035.10	$0.00	$235,035.10	$235,035.10	$0.00	$0.00	$0.00	$0.00
				B13MC060044	$214,067.04	$0.00	$214,067.04	$214,067.04	$0.00	$0.00	$0.00	$0.00
				B14MC060044	$280,738.27	$0.00	$280,738.27	$280,738.27	$0.00	$0.00	$0.00	$0.00

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount	Available to Commit	Available to Draw	Recapture Amount
CDBG	PI	MERCED	CA	B15MC060044	$202,553.09	$0.00	$202,553.09	$202,553.09	$0.00	$0.00	$0.00	$0.00
				B16MC060044	$325,444.67	$0.00	$325,444.67	$325,444.67	$0.00	$0.00	$0.00	$0.00
				B17MC060044	$176,736.40	$0.00	$171,269.49	$171,269.49	$171,269.49	$5,466.91	$5,466.91	$0.00
				B18MC060044	$5,658.80	$0.00	$0.00	$0.00	$0.00	$5,658.80	$5,658.80	$0.00
				MERCED Subtotal:	**$9,232,284.07**	**$0.00**	**$9,221,158.36**	**$9,221,158.36**	**$171,269.49**	**$11,125.71**	**$11,125.71**	**$0.00**
		PI Subtotal:			**$9,232,284.07**	**$0.00**	**$9,221,158.36**	**$9,221,158.36**	**$171,269.49**	**$11,125.71**	**$11,125.71**	**$0.00**
HOME	EN	MERCED	CA	M94MC060227	$500,000.00	$75,000.00	$425,000.00	$425,000.00	$0.00	$0.00	$0.00	$0.00
				M95MC060227	$487,000.00	$73,050.00	$413,950.00	$413,950.00	$0.00	$0.00	$0.00	$0.00
				M96MC060227	$541,000.00	$81,150.00	$459,850.00	$459,850.00	$0.00	$0.00	$0.00	$0.00
				M97MC060227	$531,000.00	$79,650.00	$451,350.00	$451,350.00	$0.00	$0.00	$0.00	$0.00
				M98MC060227	$568,000.00	$85,200.00	$482,800.00	$482,800.00	$0.00	$0.00	$0.00	$0.00
				M99MC060227	$611,000.00	$139,820.00	$471,180.00	$471,180.00	$0.00	$0.00	$0.00	$0.00
				M00MC060227	$613,000.00	$250,259.00	$362,741.00	$362,741.00	$0.00	$0.00	$0.00	$0.00
				M01MC060227	$682,000.00	$102,300.00	$579,700.00	$579,700.00	$0.00	$0.00	$0.00	$0.00
				M02MC060227	$680,000.00	$108,000.00	$572,000.00	$572,000.00	$0.00	$0.00	$0.00	$0.00
				M03MC060227	$700,348.00	$108,052.20	$592,295.80	$592,295.80	$0.00	$0.00	$0.00	$0.00
				M04MC060227	$697,936.00	$104,700.30	$593,235.70	$593,235.70	$0.00	$0.00	$0.00	$0.00
				M05MC060227	$665,615.00	$154,177.25	$511,437.75	$511,437.75	$0.00	$0.00	$0.00	$0.00
				M06MC060227	$625,931.00	$96,890.00	$529,041.00	$529,041.00	$0.00	$0.00	$0.00	$0.00
				M07MC060227	$621,447.00	$62,144.70	$559,302.30	$559,302.30	$0.00	$0.00	$0.00	$0.00
				M08MC060227	$466,280.23	$209,537.28	$256,742.95	$256,742.95	$0.00	$0.00	$0.00	$0.00
				M09MC060227	$667,720.00	$169,472.00	$498,248.00	$498,248.00	$0.00	$0.00	$0.00	$0.00
				M10MC060227	$666,386.00	$116,303.84	$550,082.16	$550,082.16	$0.00	$0.00	$0.00	$0.00
				M11MC060227	$588,197.00	$149,053.70	$439,143.30	$439,143.30	$0.00	$0.00	$0.00	$0.00
				M12MC060227	$386,355.00	$96,588.75	$289,766.25	$289,766.25	$0.00	$0.00	$0.00	$0.00
				M13MC060227	$354,406.00	$88,608.70	$265,797.30	$69,223.98	$0.00	$0.00	$196,573.32	$0.00
				M14MC060227	$350,123.00	$188,883.86	$161,239.14	$0.00	$0.00	$0.00	$161,239.14	$0.00
				M15MC060227	$305,810.00	$180,581.00	$125,229.00	$16,309.67	$16,269.67	$0.00	$108,919.33	$0.00
				M16MC060227	$329,958.00	$181,004.00	$148,954.00	$0.00	$0.00	$0.00	$148,954.00	$0.00
				M17MC060227	$332,769.00	$245,410.00	$54,407.58	$0.00	$0.00	$32,951.42	$87,359.00	$0.00
				MERCED Subtotal:	**$12,972,281.23**	**$3,145,836.58**	**$9,793,493.23**	**$9,123,399.86**	**$16,269.67**	**$32,951.42**	**$703,044.79**	**$0.00**
		EN Subtotal:			**$12,972,281.23**	**$3,145,836.58**	**$9,793,493.23**	**$9,123,399.86**	**$16,269.67**	**$32,951.42**	**$703,044.79**	**$0.00**
	PI	MERCED	CA	M96MC060227	$28,668.31	$0.00	$28,668.31	$28,668.31	$0.00	$0.00	$0.00	$0.00
				M97MC060227	$74,704.61	$0.00	$74,704.61	$74,704.61	$0.00	$0.00	$0.00	$0.00
				M98MC060227	$30,874.78	$0.00	$30,874.78	$30,874.78	$0.00	$0.00	$0.00	$0.00
				M99MC060227	$138,784.81	$0.00	$138,784.81	$138,784.81	$0.00	$0.00	$0.00	$0.00
				M00MC060227	$189,259.41	$0.00	$189,259.41	$189,259.41	$0.00	$0.00	$0.00	$0.00
				M01MC060227	$244,884.80	$0.00	$244,884.80	$244,884.80	$0.00	$0.00	$0.00	$0.00
				M02MC060227	$772,829.84	$0.00	$772,829.84	$772,829.84	$0.00	$0.00	$0.00	$0.00
				M03MC060227	$792,402.29	$0.00	$792,402.29	$792,402.29	$0.00	$0.00	$0.00	$0.00
				M04MC060227	$606,580.12	$0.00	$606,580.12	$606,580.12	$0.00	$0.00	$0.00	$0.00
				M05MC060227	$496,044.39	$0.00	$496,044.39	$496,044.39	$0.00	$0.00	$0.00	$0.00
				M06MC060227	$444,771.03	$0.00	$444,771.03	$444,771.03	$0.00	$0.00	$0.00	$0.00
				M07MC060227	$173,696.91	$0.00	$173,696.91	$173,696.91	$0.00	$0.00	$0.00	$0.00
				M08MC060227	$89,951.72	$0.00	$89,951.72	$89,951.72	$0.00	$0.00	$0.00	$0.00
				M09MC060227	$110,596.52	$0.00	$110,596.52	$110,596.52	$0.00	$0.00	$0.00	$0.00
				M10MC060227	$103,878.83	$0.00	$103,878.83	$103,878.83	$0.00	$0.00	$0.00	$0.00
				M11MC060227	$99,994.68	$0.00	$99,994.68	$99,994.68	$0.00	$0.00	$0.00	$0.00
				M12MC060227	$95,288.52	$0.00	$95,288.52	$95,288.52	$0.00	$0.00	$0.00	$0.00
				M13MC060227	$91,177.74	$0.00	$91,177.74	$91,177.74	$0.00	$0.00	$0.00	$0.00

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount	Available to Commit	Available to Draw	Recapture Amount
HOME	PI	MERCED	CA	M14MC060227	$152,345.70	$0.00	$152,345.70	$152,345.70	$0.00	$0.00	$0.00	$0.00
				M15MC060227	$123,770.77	$0.00	$123,770.77	$123,770.77	$0.00	$0.00	$0.00	$0.00
				M16MC060227	$553,179.20	$0.00	$553,179.20	$328,079.18	$0.00	$0.00	$225,100.02	$0.00
				M17MC060227	$195,909.18	$0.00	$0.00	$0.00	$0.00	$195,909.18	$195,909.18	$0.00
				M18MC060227	$1,465.37	$0.00	$0.00	$0.00	$0.00	$1,465.37	$1,465.37	$0.00
				MERCED Subtotal:	**$5,611,060.53**	**$0.00**	**$5,413,685.98**	**$5,188,585.96**	**$0.00**	**$197,374.55**	**$422,474.57**	**$0.00**
		PI Subtotal:			**$5,611,060.53**	**$0.00**	**$5,413,685.98**	**$5,188,585.96**	**$0.00**	**$197,374.55**	**$422,474.57**	**$0.00**
GRANTEE					**$61,851,577.83**	**$3,145,836.58**	**$58,344,600.42**	**$56,115,078.01**	**$917,900.69**	**$361,140.83**	**$2,590,863.24**	**$0.00**

REPORT FOR CPD PROGRAM CDBG, HOME
PGM YR 2017

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2017	1	Administrative Costs FY 2017/18	1106	Direct Administration Expenses	Completed	CDBG	$90,880.04	$90,880.04	$0.00
						HOME	$5,500.00	$5,500.00	$0.00
		Project Total					**$96,380.04**	**$96,380.04**	**$0.00**
	2	Project Activity Delivery Costs Fiscal Year 2017/18	1104	Project Activity Delivery Costs	Canceled	CDBG	$0.00	$0.00	$0.00
		Project Total					**$0.00**	**$0.00**	**$0.00**
	4	Project Sentinel - Fair Housing Services - Fiscal Year 2017/18	1110	Project Sentinel - Fair Housing Services	Completed	HOME	$25,000.00	$25,000.00	$0.00
		Project Total					**$25,000.00**	**$25,000.00**	**$0.00**
	5	Continuum of Care Services - United Way	1112	United Way - Continuum of Care Services	Completed	CDBG	$4,071.20	$4,071.20	$0.00
		Project Total					**$4,071.20**	**$4,071.20**	**$0.00**
	6	Buena Vista & G Street (Rivera School) ADA Sidewalk/Ramp Improvements	1117	ADA Sidewalk/Ramp Improvements #118027	Open	CDBG	$284,633.00	$380.78	$284,252.22
		Project Total					**$284,633.00**	**$380.78**	**$284,252.22**
	7	Employment Readiness for Victims of Domestic Violence - Valley Crisis Center	1116	Valley Crisis Center - Employment Readiness for Victims of Domestic Violence	Completed	CDBG	$6,698.78	$6,698.78	$0.00
		Project Total					**$6,698.78**	**$6,698.78**	**$0.00**
	9	Warming Center - Merced Rescue Mission	1109	Merced Rescue Mission - Warming Center	Completed	CDBG	$15,000.00	$15,000.00	$0.00
		Project Total					**$15,000.00**	**$15,000.00**	**$0.00**
	10	Youth I Can - Symple Equazion	1111	Symple Equazion - Youth I Can Program	Open	CDBG	$13,500.00	$3,105.00	$10,395.00
		Project Total					**$13,500.00**	**$3,105.00**	**$10,395.00**
	11	Motel Drive Sidewalk & Bike Lane Project	1107	Motel Drive Sidewalk & Bike Lane Project #118029	Canceled	CDBG	$0.00	$0.00	$0.00
		Project Total					**$0.00**	**$0.00**	**$0.00**
	12	One Stop Ambassador Homeless Project - Healthy House	1115	Healthy House - One Stop Homeless Ambassador Project	Completed	CDBG	$20,000.00	$20,000.00	$0.00
		Project Total					**$20,000.00**	**$20,000.00**	**$0.00**
	13	Environmental Services	1119	Towne Planning & Environmental	Canceled	CDBG	$0.00	$0.00	$0.00
		Project Total					**$0.00**	**$0.00**	**$0.00**
	14	Gateway Terrace II Apartments - Central Valley Coalition for Affordable Housing (CHDO)	1103	GATEWAY TERRACE II - CVCAH (CHDO)	Open	HOME	$857,292.00	$0.00	$857,292.00
		Project Total					**$857,292.00**	**$0.00**	**$857,292.00**
	15	West 25th & 26th Streets (John Muir School) ADA Ramp & Sidewalk Improvements	1118	ADA Ramps & Sidewalk Improvements #118028	Open	CDBG	$184,389.00	$11,330.77	$173,058.23
		Project Total					**$184,389.00**	**$11,330.77**	**$173,058.23**
	16	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	1114	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	Open	CDBG	$180,000.00	$180,000.00	$0.00
						HOME	$180,000.00	$0.00	$180,000.00

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2017	16	**Project Total**					**$360,000.00**	**$180,000.00**	**$180,000.00**
	17	Rental Deposit Assistance - Merced Rescue Mission	1108	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	Open	CDBG	$20,000.00	$17,501.11	$2,498.89
		Project Total					**$20,000.00**	**$17,501.11**	**$2,498.89**
	18	Acquisition of Property for Permanent Supportive Housing	1113	Sierra Saving Grace Homeless Project	Completed	CDBG	$220,000.00	$220,000.00	$0.00
		Project Total					**$220,000.00**	**$220,000.00**	**$0.00**
	20	Merced Rescue Mission - Emergency Rapid Re-Housing	1105	Merced Rescue Mission - Emergency Rapid Re-Housing	Completed	CDBG	$3,448.52	$3,448.52	$0.00
		Project Total					**$3,448.52**	**$3,448.52**	**$0.00**
	21	INDIRECT ADMINISTRATIVE COSTS	1120	INDIRECT ADMINISTRATIVE COSTS	Completed	CDBG	$71,516.00	$71,516.00	$0.00
		Project Total					**$71,516.00**	**$71,516.00**	**$0.00**
	22	Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)	1121	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	Open	CDBG	$8,373.06	$8,373.06	$0.00
		Project Total					**$8,373.06**	**$8,373.06**	**$0.00**
	Program Total					**CDBG**	**$1,122,509.60**	**$652,305.26**	**$470,204.34**
						HOME	**$1,067,792.00**	**$30,500.00**	**$1,037,292.00**
	2017 Total						**$2,190,301.60**	**$682,805.26**	**$1,507,496.34**
Program Grand Total						**CDBG**	**$1,122,509.60**	**$652,305.26**	**$470,204.34**
						HOME	**$1,067,792.00**	**$30,500.00**	**$1,037,292.00**
Grand Total							**$2,190,301.60**	**$682,805.26**	**$1,507,496.34**

REPORT FOR PROGRAM : CDBG, HOME
PGM YR : 2017
PROJECT : ALL
ACTIVITY : ALL

Program Year/ Project			IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
2017	1	Administrative Costs FY 2017/18	1106	Direct Administration Expenses									
						6092925	8	Completed	11/3/2017	2017	B17MC060044	EN	$17,880.27
						6097251	3	Completed	11/20/2017	2017	B17MC060044	PI	$2,389.17
						6097251	4	Completed	11/20/2017	2017	B17MC060044	EN	$4,556.78
						6107021	2	Completed	12/20/2017	2017	B17MC060044	PI	$6,072.39
						6115751	3	Completed	1/22/2018	2017	B17MC060044	PI	$8,913.90
						6127075	1	Completed	2/26/2018	2017	B17MC060044	PI	$6,537.30
						6127075	2	Completed	2/26/2018	2017	B17MC060044	EN	$1,973.48
						6133806	2	Completed	3/19/2018	2017	B17MC060044	PI	$7,887.89
						6133806	3	Completed	3/19/2018	2017	B17MC060044	EN	$116.34
						6144281	3	Completed	4/18/2018	2017	B17MC060044	PI	$7,239.44
						6144281	4	Completed	4/18/2018	2017	B17MC060044	EN	$6,647.70
						6149213	2	Completed	4/30/2018	2017	B17MC060044	EN	$10,406.47
						6157994	1	Completed	5/30/2018	2017	B17MC060044	PI	$5,005.60
						6167100	2	Completed	6/27/2018	2017	B17MC060044	PI	$5,042.19
					Y	6174713	3	Completed	7/24/2018	2017	B17MC060044	PI	$211.12
2017	1	Administrative Costs FY 2017/18	1106	Direct Administration Expenses									
						6093064	2	Completed	11/3/2017	2017	M17MC060227	AD	$1,500.00
						6097252	2	Completed	11/20/2017	2017	M17MC060227	AD	$500.00
						6107018	1	Completed	12/20/2017	2017	M17MC060227	AD	$500.00
						6115735	1	Completed	1/22/2018	2017	M17MC060227	AD	$500.00
						6127070	1	Completed	2/26/2018	2017	M17MC060227	AD	$500.00
						6133790	1	Completed	3/19/2018	2017	M17MC060227	AD	$500.00
						6144272	1	Completed	4/18/2018	2017	M17MC060227	AD	$500.00

Program Year/ Project			IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
						6157997	1	Completed	5/30/2018	2017	M17MC060227	AD	$500.00
						6167103	1	Completed	6/27/2018	2017	M17MC060227	AD	$500.00
											Activity Total		**$96,380.04**
											Project Total		**96,380.04**
2017	4	Project Sentinel - Fair Housing Services - Fiscal Year 2017/18	1110	Project Sentinel - Fair Housing Services									
						6133790	2	Completed	3/19/2018	2017	M17MC060227	AD	$6,079.26
						6174710	1	Completed	7/24/2018	2017	M17MC060227	AD	$18,920.74
											Activity Total		**$25,000.00**
											Project Total		**25,000.00**
2017	5	Continuum of Care Services - United Way	1112	United Way - Continuum of Care Services									
						6144281	8	Completed	4/18/2018	2017	B17MC060044	EN	$4,071.20
											Activity Total		**$4,071.20**
											Project Total		**4,071.20**
2017	6	Buena Vista & G Street (Rivera School) ADA Sidewalk/Ramp Improvements	1117	ADA Sidewalk/Ramp Improvements #118027									
					Y	6174713	6	Completed	7/24/2018	2017	B17MC060044	PI	$380.78
											Activity Total		**$380.78**
											Project Total		**380.78**
2017	7	Employment Readiness for Victims of Domestic Violence - Valley Crisis Center	1116	Valley Crisis Center - Employment Readiness for Victims of Domestic Violence									
						6144281	9	Completed	4/18/2018	2017	B17MC060044	EN	$4,687.82
					Y	6174713	4	Completed	7/24/2018	2017	B17MC060044	PI	$2,010.96
											Activity Total		**$6,698.78**
											Project Total		**6,698.78**
2017	9	Warming Center - Merced Rescue Mission	1109	Merced Rescue Mission - Warming Center									

Program Year/ Project			IDIS Act ID	Activity Name	Prior Year	AD Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
						6144281	7	Completed	4/18/2018	2017	B17MC060044	EN	$15,000.00
											Activity Total		**$15,000.00**
											Project Total		**15,000.00**
2017	10	Youth I Can - Symple Equazion	1111	Symple Equazion - Youth I Can Program									
						6144281	10	Completed	4/18/2018	2017	B17MC060044	EN	$3,105.00
											Activity Total		**$3,105.00**
											Project Total		**3,105.00**
2017	12	One Stop Ambassador Homeless Project - Healthy House	1115	Healthy House - One Stop Homeless Ambassador Project									
						6149213	5	Completed	4/30/2018	2017	B17MC060044	EN	$20,000.00
											Activity Total		**$20,000.00**
											Project Total		**20,000.00**
2017	15	West 25th & 26th Streets (John Muir School) ADA Ramp & Sidewalk Improvements	1118	ADA Ramps & Sidewalk Improvements #118028									
					Y	6174713	7	Completed	7/24/2018	2017	B17MC060044	PI	$11,330.77
											Activity Total		**$11,330.77**
											Project Total		**11,330.77**
2017	16	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	1114	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program									
						6149213	7	Completed	4/30/2018	2017	B17MC060044	EN	$180,000.00
											Activity Total		**$180,000.00**
											Project Total		**180,000.00**
2017	17	Rental Deposit Assistance - Merced Rescue Mission	1108	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program									
						6127075	3	Completed	2/26/2018	2017	B17MC060044	PI	$1,837.50
						6133806	4	Completed	3/19/2018	2017	B17MC060044	EN	$2,000.00
						6144281	6	Completed	4/18/2018	2017	B17MC060044	EN	$2,380.00

Program Year/ Project			IDIS Act ID	Activity Name	Prior Year	AD Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
						6149213	4	Completed	4/30/2018	2017	B17MC060044	EN	$4,668.11
						6167100	3	Completed	6/27/2018	2017	B17MC060044	PI	$6,615.50
											Activity Total		**$17,501.11**
											Project Total		**17,501.11**
2017	18	Acquisition of Property for Permanent Supportive Housing	1113	Sierra Saving Grace Homeless Project									
						6144281	11	Completed	4/18/2018	2017	B17MC060044	EN	$220,000.00
											Activity Total		**$220,000.00**
											Project Total		**220,000.00**
2017	20	Merced Rescue Mission - Emergency Rapid Re-Housing	1105	Merced Rescue Mission - Emergency Rapid Re-Housing									
						6092925	9	Completed	11/3/2017	2017	B17MC060044	EN	$3,448.52
											Activity Total		**$3,448.52**
											Project Total		**3,448.52**
2017	21	INDIRECT ADMINISTRATIVE COSTS	1120	INDIRECT ADMINISTRATIVE COSTS									
						6144281	5	Completed	4/18/2018	2017	B17MC060044	EN	$34,680.00
						6149213	3	Completed	4/30/2018	2017	B17MC060044	EN	$36,836.00
											Activity Total		**$71,516.00**
											Project Total		**71,516.00**
2017	22	Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)	1121	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)									
						6149213	6	Completed	4/30/2018	2017	B17MC060044	EN	$5,404.71
						6167100	4	Completed	6/27/2018	2017	B17MC060044	PI	$1,964.60
					Y	6174713	5	Completed	7/24/2018	2017	B17MC060044	PI	$1,003.75
											Activity Total		**$8,373.06**
											Project Total		**8,373.06**

Program Year/ Project	IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	AD Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
							Program Year 2017 Total				**682,805.26**

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2017	1	Administrative Costs FY 2017/18	The project allows housing staff the ability to provide CDBG and HOME administrative services to ensure the implementation of Housing Projects.	CDBG	$143,039.00	$90,880.04	$90,880.04	$0.00	$90,880.04
				HOME	$16,616.00	$5,500.00	$5,500.00	$0.00	$5,500.00
	2	Project Activity Delivery Costs Fiscal Year 2017/18	To provide the necessary monitoring and oversight required for each project.	CDBG	$149,860.00	$0.00	$0.00	$0.00	$0.00
				HOME	$234,223.00	$0.00	$0.00	$0.00	$0.00
	4	Project Sentinel - Fair Housing Services - Fiscal Year 2017/18	Fair Housing Services provider.	HOME	$25,000.00	$25,000.00	$6,079.26	$18,920.74	$6,079.26
	5	Continuum of Care Services - United Way	To provide 50% of the necessary administrative costs required to implement the Continuum of Care Program. The County of Merced funds the other 50% of the total funds required for this program.	CDBG	$38,000.00	$4,071.20	$4,071.20	$0.00	$4,071.20
	6	Buena Vista & G Street (Rivera School) ADA Sidewalk/Ramp Improvements	Construction of ten ADA compliant ramps along G Street to Childs to W. 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School.	CDBG	$30,784.00	$284,633.00	$380.78	$284,252.22	$380.78
	7	Employment Readiness for Victims of Domestic Violence - Valley Crisis Center	Assist low-income households to receive the necessary training to become employment ready.	CDBG	$10,000.00	$6,698.78	$6,698.78	$0.00	$6,698.78
	8	Kiddieland Improvements - Kiwanis Club of Greater Merced	To provide the Kiwanis Club with financial assistance necessary to make improvements to the children's amusement park.	CDBG	$20,000.00	$0.00	$0.00	$0.00	$0.00
	9	Warming Center - Merced Rescue Mission	To provide emergency shelter during the cold/wet weather months to homeless individuals from December to March.	CDBG	$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
	10	Youth I Can - Symple Equazion	To provide after school educational programs for the youth in our community.	CDBG	$13,500.00	$13,500.00	$3,105.00	$10,395.00	$3,105.00
	11	Motel Drive Sidewalk & Bike Lane Project	To construct sidewalks and bike lanes. These funds would be used as leverage with CMAQ funds to fund the preliminary engineering and survey for the project.	CDBG	$8,798.00	$0.00	$0.00	$0.00	$0.00
	12	One Stop Ambassador Homeless Project - Healthy House	Provide Homeless services to the underserved homeless community.	CDBG	$20,000.00	$20,000.00	$20,000.00	$0.00	$20,000.00
	13	Environmental Services	Provide Environmental Services to assist the City with completing NEPA reviews.	CDBG	$25,000.00	$0.00	$0.00	$0.00	$0.00

Plan Year	IDIS Project	Project Title and Description		Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2017	14	Gateway Terrace II Apartments - Central Valley Coalition for Affordable Housing (CHDO)	Gateway Terrace II Apartments consists of 50 units of new construction multi-family housing on an approximately 1.65 acre site. It is located on K Street between 12th and 13th Streets in the City of Merced, County of Merced, APN #031-323-002. The Housing Authority of the County of Merced previously owned and operated rental public housing units on this site, which were demolished in 2009. The site has been graded and is ready for new construction. Our target population is existing and future income qualified families in Merced and the surrounding areas. 100% of the units will be rent restricted for qualified residents with incomes ranging from 50% to 60% of the area median income for a 55-year affordability period. We are also anticipating more than ten (10) HUD-Veterans Affairs Supportive Housing (HUD-VASH) vouchers and thirty-eight (38) HUD Project Based Vouchers (PBVs) committed to the project. Gateway Terrace II Apartments, will consist of 49 affordable units and 1 manager unit for a total of 50 garden-style apartments with 17 units at 50% of AMI and 32 units at 60% of AMI. The project will consist of 12 one bedroom units, 21 two bedroom units and 17 three bedroom units.	CDBG	$444,708.00	$0.00	$0.00	$0.00	$0.00
				HOME	$1,217,292.00	$642,882.00	$0.00	$642,882.00	$0.00
	15	West 25th & 26th Streets (John Muir School) ADA Ramp & Sidewalk Improvements	The project proposes to improve the sidewalks surrounding John Muir School. There would be two intersection bulb-outs included into the project to encourage vehicular traffic to reduce speeds as they travel near the school.	CDBG	$184,389.00	$184,389.00	$11,330.77	$173,058.23	$11,330.77
	16	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	Provide assist existing Homeowners with health and safety repairs to their residence, rehabilitate existing housing	CDBG	$250,000.00	$180,000.00	$180,000.00	$0.00	$180,000.00
			assets, and construct new units on vacant currently owned by the City.	HOME	$0.00	$180,000.00	$0.00	$180,000.00	$0.00
	17	Rental Deposit Assistance - Merced Rescue Mission	Provide Rental Deposit Assistance to homeless individuals. The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets.	CDBG	$20,000.00	$20,000.00	$17,501.11	$2,498.89	$17,501.11
	18	Acquisition of Property for Permanent Supportive Housing	To provide assistance to Sierra Saving Grace to assist with acquisition of a residential property for permanent supportive housing.	CDBG	$200,000.00	$220,000.00	$220,000.00	$0.00	$220,000.00
	20	Merced Rescue Mission - Emergency Rapid Re-Housing	Emergency rapid re-housing for displaced families living in the condemned apartments on HWY 59. (Motel Cases)	CDBG	$3,448.52	$3,448.52	$3,448.52	$0.00	$3,448.52
	21	INDIRECT ADMINISTRATIVE COSTS	FUNDING FOR INDIRECT ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF CITY HOUSING PROGRAMS.	CDBG	$71,516.00	$71,516.00	$71,516.00	$0.00	$71,516.00
	22	Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)	Emergency Rapid Re-Housing/Shelter for displaced tenants living City wide.	CDBG	$15,000.00	$8,373.06	$8,373.06	$0.00	$8,373.06

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR08 - Grantee Summary Activity Report

IDIS

Grantee Activity Number	IDIS Activity ID	Pgm Yr - Project	Activity Name	Act Stat	Matrix Code	Initial Funding Date	Funded Amount	Drawn Amount	Date of Last Draw
	1102	2016-17	GATEWAY TERRACE II - CVCAH (CHDO)	Open	03J	07/20/17	$624,706.00	$0.00	
	1094	2016-5	ADA Ramp and Sidewalk Modifications #117007	Open	03L	04/10/17	$147,600.00	$137,793.78	07/24/2018
	1118	2017-15	ADA Ramps & Sidewalk Improvements #118028	Open	03L	01/12/18	$184,389.00	$11,330.77	07/24/2018
	1117	2017-6	ADA Sidewalk/Ramp Improvements #118027	Open	03L	01/12/18	$284,633.00	$380.78	07/24/2018
Total							**$1,241,330.00**	**$149,505.33**	

Report for Program:CDBG, HOME
*Data Only Provided for Time Period Queried:07-01-2017 to 06-30-2018

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Receipted/Drawn Amount
2017	CDBG	B17MC060044	PI	0.00								
					RECEIPTS							
						5230975001	08-04-17		22	1079	21A	12,255.37
						5234421001	09-19-17		2	1098	14A	30,170.75
						5237805001	10-27-17		2	1099	14A	40,317.13
						5239388001	11-17-17		2	1099	14A	9,903.08
						5242024001	12-18-17		1	1106	21A	7,803.03
						5244842001	01-22-18		5	1094	03L	7,540.33
						5247137001	02-20-18		17	1108	05Q	8,374.80
						5249799001	03-14-18		1	1106	21A	7,887.89
						5252475001	04-16-18		1	1106	21A	7,239.44
						5255726001	05-25-18		1	1106	21A	9,845.27
						5257826001	06-21-18		17	1108	05Q	30,729.84
						5258171001	06-22-18		1	1106	21A	4,669.47
					DRAWS							
						6092925001	11-02-17	PY	2	1099	14A	33,942.60
						6092925002	11-02-17	PY	2	1087	14A	8,675.84
						6092925007	11-02-17	PY	2	1098	14A	31,634.76
						6095715001	11-14-17	PY	22	1079	21A	8,490.05
						6097251001	11-17-17	PY	2	1099	14A	3,998.94
						6097251002	11-17-17	PY	2	1098	14A	3,514.97
						6097251003	11-17-17	PY	1	1106	21A	2,389.17
						6107021001	12-20-17	PY	5	1094	03L	6.21

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Receipted/Drawn Amount
						6107021002	12-20-17	PY	1	1106	21A	6,072.39
						6115751001	01-22-18	PY	5	1094	03L	350.86
						6115751003	01-22-18	PY	1	1106	21A	8,913.90
						6127075001	02-23-18	PY	1	1106	21A	6,537.30
						6127075003	02-23-18	PY	17	1108	05Q	1,837.50
						6133806002	03-16-18	PY	1	1106	21A	7,887.89
						6144281003	04-17-18	PY	1	1106	21A	7,239.44
						6157994001	05-29-18	PY	1	1106	21A	5,005.60
						6167100001	06-27-18	PY	9	1100	14A	660.00
						6167100002	06-27-18	PY	1	1106	21A	5,042.19
						6167100003	06-27-18	PY	17	1108	05Q	6,615.50
						6167100004	06-27-18	PY	22	1121	05Q	1,964.60
											PI Receipts	176,736.40
											PI Draws	150,779.71
											PI Balance	25,956.69
2017	**CDBG**										**Total CDBG Receipts*:**	**176,736.40**
											Total CDBG Draws against Receipts*:	**150,779.71**
											Total CDBG Receipt Fund Balance*:	**25,956.69**
2017	HOME	M17MC060227	PI	0.00								
					RECEIPTS							
						5230976001	08-04-17		15	1049		13,676.25
						5234422001	09-19-17		2	1098	14A	78,458.59
						5237806001	10-27-17		2	1098	14A	17,615.90
						5239389001	11-17-17					5,026.58
						5242026001	12-18-17					18,055.52
						5244843001	01-22-18					5,569.33
						5247138001	02-20-18					4,788.57
						5249800001	03-14-18					4,895.75
						5252476001	04-16-18					17,611.10

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Receipted/Drawn Amount
						5255727-001	05-25-18					16,959.59
						5257827-001	06-21-18					10,027.67
						5258172-001	06-22-18					3,224.33
											Receipts	195,909.18
											PI Draws	
											PA Draws	
											Balance	195,909.18
2017	**HOME**	**M17MC060227**						**Total Local Account Receipts**				**195,909.18**
								Total Local Account Draws				
								Total Local Account Balance				**195,909.18**

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2017	3020	1114	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	OPEN	14A	LMH	529,946.89	0.0	180,000.00	0	0	0.0	0	0
2017	3112	1113	Sierra Saving Grace Homeless Project	COM	14G	LMH	220,000.00	100.0	220,000.00	1	1	100.0	0	1
			2017 TOTALS: BUDGETED/UNDERWAY				529,946.89	33.9	180,000.00	0	0	0.0	0	0
				COMPLETED			220,000.00	100.0	220,000.00	1	1	100.0	0	1
							749,946.89	53.3	400,000.00	1	1	100.0	0	1

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2016	1943	1095	Room at the Inn - Merced County Rescue Mission	COM	14G	LMH	188,000.00	100.0	188,000.00	1	1	100.0	0	1
2016	1945	1097	Homeless Project - Sierra Saving Grace	COM	14G	LMH	163,000.00	100.0	163,000.00	2	2	100.0	0	2
2016	1947	1100	Brush with Kindness - Habitat for Humanity Stanislaus County	OPEN	14A	LMH	266,365.99	0.0	792.00	0	0	0.0	0	0
2016	3174	1096	CDBG Project Activity Delivery Costs	COM	14H	LMC	65,966.93	0.0	65,966.93	0	0	0.0	0	0
2016	6643	1084	241 E. Main Street / Rehab	COM	14A	LMH	110,803.60	0.0	10,803.60	0	0	0.0	0	0
			2016 TOTALS: BUDGETED/UNDERWAY				266,365.99	0.2	792.00	0	0	0.0	0	0
				COMPLETED			527,770.53	81.0	427,770.53	3	3	100.0	0	3
							794,136.52	53.9	428,562.53	3	3	100.0	0	3

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2015	8539	1060	CDBG Housing Rehab Administration	COM	14H	LMC	43,865.30	0.0	43,865.30	0	0	0.0	0	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2015	8870	1075	2333 Circle Drive - Rehab	COM	14A	LMH	36,601.52	15.9	5,830.52	1	1	100.0	1	0
2015	8870	1076	3168 Nottingham Avenue - Rehab	COM	14A	LMH	40,847.80	14.8	6,058.80	1	1	100.0	1	0
2015	8870	1080	950 W. 8th Street - Rehab	COM	14A	LMH	49,186.10	100.0	49,186.10	1	1	100.0	1	0
2015	8870	1086	1710 Union Ave.	COM	14A	LMH	49,683.05	100.0	49,683.05	1	1	100.0	1	0
2015	8870	1087	205 W. 14th Street / Rehab	COM	14A	LMH	52,378.54	100.0	52,378.54	1	1	100.0	1	0
2015	8870	1088	945 Q Street / Rehab	COM	14A	LMH	23,095.20	100.0	23,095.20	1	1	100.0	1	0
2015	8870	1098	1005 W. 9th Street / Rehab	COM	14A	LMH	75,419.40	46.6	35,149.73	1	1	100.0	1	0
2015	8870	1099	1319 W. 19th Street / Rehab	COM	14A	LMH	38,321.54	100.0	38,321.54	1	1	100.0	1	0
			2015 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			409,398.45	74.1	303,568.78	8	8	100.0	8	0
							409,398.45	74.1	303,568.78	8	8	100.0	8	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2014	0529	1036	CDBG HOUSING REHAB ADMINISTRATION	COM	14H	LMC	44,262.69	0.0	44,262.69	0	0	0.0	0	0
2014	3429	1044	1557 DENVER WAY - REHAB	COM	14A	LMH	101,729.29	8.5	8,662.29	1	1	100.0	1	0
2014	3429	1048	2943 WAINWRIGHT AVE - REHAB	COM	14A	LMH	216,006.65	13.9	29,978.65	1	1	100.0	1	0
2014	3429	1053	2652 10TH AVENUE - REHAB	COM	14A	LMH	189,043.39	13.8	26,006.39	1	1	100.0	1	0
2014	5024	1055	1798 GLEN AVE. - HOUSING REHAB	COM	14A	LMH	151,976.33	100.0	151,976.33	1	1	100.0	1	0
2014	5024	1059	945 Q STREET - REHAB	COM	14A	LMH	63,569.02	41.8	26,581.24	1	1	100.0	1	0
			2014 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			766,587.37	37.4	287,467.59	5	5	100.0	5	0
							766,587.37	37.4	287,467.59	5	5	100.0	5	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER

2013	0782	1012	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMC	106,804.35	0.0	106,804.35	0	0	0.0	0	0
2013	5675	1029	ACQUISITION & REHABILITATION OF DUPLEX	COM	14B	LMH	580,152.68	10.6	61,417.00	2	2	100.0	0	2
2013	9544	1027	HOUSING REHAB - 128 W. 13TH ST	COM	14A	LMH	73,549.66	100.0	73,549.66	1	1	100.0	1	0
2013	9544	1030	HOUSING REHAB - 454 W. 8TH ST	COM	14A	LMH	67,441.20	100.0	67,441.20	1	1	100.0	1	0
2013	9544	1031	HOUSING REHAB - 1229 W. 10TH ST	COM	14A	LMH	10,421.82	100.0	10,421.82	1	1	100.0	1	0
2013	9544	1032	HOUSING REHAB - 420 IROQUOIS ST	COM	14A	LMH	6,487.00	100.0	6,487.00	1	1	100.0	1	0
2013	9544	1034	HOUSING REHAB - 2633 10TH AVE.	COM	14G	LMH	138,313.62	33.0	45,666.62	1	1	100.0	1	0
			2013 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			983,170.33	37.8	371,787.65	7	7	100.0	5	2
							983,170.33	37.8	371,787.65	7	7	100.0	5	2

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2011	3299	985	911 W. 14TH STREET	COM	14A	LMH	14,508.84	100.0	14,508.84	1	1	100.0	1	0
2011	3299	987	1775 W. 7TH STREET	COM	14A	LMH	24,079.39	100.0	24,079.39	1	1	100.0	1	0
2011	3299	989	650 SAN DIEGO CT.	COM	14I	LMH	500.00	100.0	500.00	1	1	100.0	1	0
2011	3306	984	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	393,257.39	0.0	393,257.39	0	0	0.0	0	0
			2011 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			432,345.62	100.0	432,345.62	3	3	100.0	3	0
							432,345.62	100.0	432,345.62	3	3	100.0	3	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2010	9055	961	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	386,532.68	0.0	386,532.68	0	0	0.0	0	0

			2010 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			386,532.68	100.0	386,532.68	0	0	0.0	0	0
							386,532.68	100.0	386,532.68	0	0	0.0	0	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2009	5146	919	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	403,310.98	0.0	403,310.98	0	0	0.0	0	0
			2009 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			403,310.98	100.0	403,310.98	0	0	0.0	0	0
							403,310.98	100.0	403,310.98	0	0	0.0	0	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2008	0001	910	937 W. 14TH STREET	COM	14A	LMH	9,975.34	100.0	9,975.34	1	1	100.0	1	0
2008	0014	906	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	238,621.57	0.0	238,621.57	0	0	0.0	0	0
			2008 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			248,596.91	100.0	248,596.91	1	1	100.0	1	0
							248,596.91	100.0	248,596.91	1	1	100.0	1	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2007	0001	895	939 W. 6TH STREET	COM	14A	LMH	180,081.43	91.2	164,200.43	2	2	100.0	2	0
2007	0012	890	ACTIVITY DELIVERY COST REHABILITATION	COM	14A	LMH	361,863.49	0.0	361,863.49	0	0	0.0	0	0

2007	TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
		COMPLETED			541,944.92	97.0	526,063.92	2	2	100.0	2	0
					541,944.92	97.0	526,063.92	2	2	100.0	2	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2006	0001	865	GARZA, JOSE	COM	14B	LMH	88,574.57	100.0	88,574.57	4	4	100.0	0	4
2006	0001	868	MESA, FRANCESCA	COM	14A	LMH	295,428.41	25.1	74,127.59	1	1	100.0	1	0
2006	0001	876	HIGAREDA, LAURA	COM	14A	LMH	10,951.77	100.0	10,951.77	1	1	100.0	1	0
2006	0001	877	RESENDEZ, CARMEN	COM	14A	LMH	182,513.09	100.0	182,513.09	1	1	100.0	1	0
2006	0001	878	THERIOT, JOSEPH	COM	14A	LMH	30,040.24	100.0	30,040.24	1	1	100.0	1	0
2006	0009	856	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	443,618.57	0.0	443,618.57	0	0	0.0	0	0
2006			TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			1,051,126.65	78.9	829,825.83	8	8	100.0	4	4
							1,051,126.65	78.9	829,825.83	8	8	100.0	4	4

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2005	0001	808	ESTRADA, ANGEL	COM	14A	LMH	2,515.00	15.9	400.00	1	1	100.0	0	1
2005	0001	809	BANDA, ALICE	COM	14A	LMH	167,186.00	0.2	400.00	1	1	100.0	0	1
2005	0001	810	MORRIS, ABBY	COM	14A	LMH	540.00	100.0	540.00	1	1	100.0	0	1
2005	0001	811	DOVALES, LUCY	COM	14A	LMH	375.00	100.0	375.00	1	1	100.0	1	0
2005	0001	813	DUENAS, BENJAMIN	COM	14A	LMH	16,106.00	100.0	16,106.00	1	1	100.0	0	1
2005	0001	825	MURRAY, STEPANIE	COM	14A	LMH	6,600.00	100.0	6,600.00	1	1	100.0	1	0
2005	0001	827	VALENCIA, THERESA	COM	14A	LMH	420.00	100.0	420.00	1	1	100.0	1	0
2005	0001	828	GUTIERREZ, AURORA	COM	14A	LMH	60.00	100.0	60.00	1	1	100.0	1	0

2005	0001	829	BEATTIE, CHARLOTTE	COM	14A	LMH	60.00	100.0	60.00	1	1	100.0	1	0
2005	0001	831	MEDINA, JOSE	COM	14A	LMH	7,536.00	34.2	2,581.00	1	1	100.0	1	0
2005	0001	834	DAVENPORT, MONTE	COM	14A	LMH	64,311.53	100.0	64,311.53	1	1	100.0	0	1
2005	0008	819	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	441,222.47	0.0	441,222.47	0	0	0.0	0	0
2005			TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			706,932.00	75.4	533,076.00	11	11	100.0	6	5
							706,932.00	75.4	533,076.00	11	11	100.0	6	5

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2004	0001	767	COLLINS, RICHARD	COM	14A	LMH	56,684.23	1.0	555.00	1	1	100.0	0	1
2004	0001	768	HERNANDEZ, WILFREDO	COM	14A	LMH	51,365.78	0.1	60.00	1	1	100.0	0	1
2004	0001	780	BEDARD, STELLA	COM	14A	LMH	8,483.76	100.0	8,483.76	1	1	100.0	0	1
2004	0001	787	GONZALES, TERESA	COM	14A	LMH	5,750.00	100.0	5,750.00	1	1	100.0	0	1
2004	0001	789	JOHNSON, ARTHUR	COM	14A	LMH	49,354.33	100.0	49,354.33	1	1	100.0	1	0
2004	0001	792	ANDRADE, SOYLA	COM	14A	LMH	51,322.70	100.0	51,322.70	1	1	100.0	0	1
2004	0001	794	ELDRIDGE, MAXINE	COM	14A	LMH	1,625.00	0.0	0.00	1	1	100.0	0	1
2004	0001	796	GARZA, JOSE	COM	14B	LMH	113,688.92	100.0	113,688.92	4	4	100.0	0	4
2004	0001	797	MOJICA, SYLVIA	COM	14A	LMH	167,492.86	100.0	167,492.86	1	1	100.0	1	0
2004	0001	798	MUNOZ, MARY	COM	14A	LMH	167,849.66	98.5	165,249.66	1	1	100.0	0	1
2004	0001	799	VILLA, SANDRA	COM	14A	LMH	13,587.92	100.0	13,587.92	1	1	100.0	0	1
2004	0001	800	ZAMRIPPA, ANITA	COM	14A	LMH	33,159.60	100.0	33,159.60	1	1	100.0	0	1
2004	0001	802	MARTINEZ-CASIAS, HELEN	COM	14A	LMH	169,365.19	100.0	169,365.19	1	1	100.0	0	1
2004	0001	803	STEVERSON, CHRISTINE	COM	14A	LMH	70,033.95	100.0	70,033.95	1	1	100.0	0	1
2004	0001	806	SHEPPARD, LONNIE	COM	14A	LMH	10,051.00	100.0	10,051.00	1	1	100.0	1	0
2004	0036	765	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	423,925.37	0.0	423,925.37	0	0	0.0	0	0

2004	TOTALS: BUDGETED/UNDERWAY		0.00	0.0	0.00	0	0	0.0	0	0
	COMPLETED		1,393,740.27	91.9	1,282,080.26	18	18	100.0	3	15
			1,393,740.27	91.9	1,282,080.26	18	18	100.0	3	15

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2003	0001	709	GONZALES, RAUL	COM	14A	LMH	977.50	100.0	977.50	1	1	100.0	0	1
2003	0001	710	PERKINS, GWENDOLYN	COM	14A	LMH	87,810.26	100.0	87,810.26	1	1	100.0	0	1
2003	0001	711	MINOR, PETE	COM	14A	LMH	2,500.00	100.0	2,500.00	1	1	100.0	0	1
2003	0001	712	ELLIOTT, MADGE	COM	14A	LMH	106,798.21	100.0	106,798.21	1	1	100.0	0	1
2003	0001	713	ALJAWFI, MARIA CRISTINA	COM	14A	LMH	87,130.86	100.0	87,130.86	1	1	100.0	0	1
2003	0001	721	DELGADO, RAMON GARCIA	COM	14A	LMH	80,951.47	100.0	80,951.47	1	1	100.0	0	1
2003	0001	722	RODRIGUEZ, CELESTE	COM	14A	LMH	64,282.61	100.0	64,282.61	1	1	100.0	0	1
2003	0001	728	CONTRERAS, EVELYN	COM	14A	LMH	38,813.66	100.0	38,813.66	1	1	100.0	0	1
2003	0001	731	MITCHELL, HAROLD	COM	14A	LMH	42,925.08	0.0	0.00	1	1	100.0	0	1
2003	0001	732	VEGA, JOSE	COM	14A	LMH	113,677.01	100.0	113,677.01	1	1	100.0	0	1
2003	0001	734	RACHO, GIL	COM	14A	LMH	7,260.73	100.0	7,260.73	1	1	100.0	0	1
2003	0001	735	TREANOR, MARJORIE	COM	14A	LMH	6,499.00	100.0	6,499.00	1	1	100.0	0	1
2003	0001	736	SPECHT, DENISE	COM	14B	LMH	137,854.65	100.0	137,854.65	2	2	100.0	0	2
2003	0001	737	MUNOZ, RACHEL	COM	14A	LMH	76,505.26	0.0	0.00	1	1	100.0	0	1
2003	0001	738	CURTICE, ROBIN	COM	14A	LMH	101,223.07	0.6	595.00	1	1	100.0	0	1
2003	0001	739	CENTRAL VALLEY COALITION	COM	14B	LMH	119,972.00	100.0	119,972.00	27	27	100.0	0	27
2003	0001	744	CLEMENTS, LETICIA	COM	14A	LMH	59,198.75	100.0	59,198.75	1	1	100.0	0	1
2003	0001	745	ROCQUEMORE, KENNETH	COM	14A	LMH	124,541.03	100.0	124,541.03	1	1	100.0	0	1
2003	0001	746	CAMP, CYNTHIA	COM	14A	LMH	57,219.23	100.0	57,219.23	1	1	100.0	0	1
2003	0001	747	BUSTAMANTE, MANUEL	COM	14A	LMH	64,584.07	0.6	400.00	1	1	100.0	0	1
2003	0001	749	TOVES, MARGIE	COM	14A	LMH	455.00	100.0	455.00	1	1	100.0	0	1
2003	0001	750	VALLE, MANUEL	COM	14A	LMH	76,537.86	100.0	76,537.86	1	1	100.0	0	1

2003	0001	751	RAMIREZ, GILBERT	COM	14A	LMH	96,881.85	29.7	28,780.91	1	1	100.0	0	1
2003	0001	755	HERNANDEZ, RAMON & YOLANDA	COM	14A	LMH	50,743.38	1.6	800.00	1	1	100.0	0	1
2003	0001	756	ZOPOLOS, JAMES	COM	14A	LMH	48,590.00	100.0	48,590.00	1	1	100.0	0	1
2003	0001	757	SANCHEZ, JUAN	COM	14A	LMH	52,505.30	0.0	0.00	1	1	100.0	0	1
2003	0001	758	LOEFERS, GERALD & DIANA	COM	14A	LMH	67,781.63	9.4	6,340.00	1	1	100.0	0	1
2003	0001	759	TOMLINSON, RUTH	COM	14A	LMH	57,455.62	1.8	1,035.00	1	1	100.0	0	1
2003	0034	719	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	351,536.51	0.0	351,536.51	0	0	0.0	0	0
2003	TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.00	0	0	0.0	0	0
	COMPLETED						2,183,211.60	73.7	1,610,557.25	55	55	100.0	0	55
							2,183,211.60	73.7	1,610,557.25	55	55	100.0	0	55

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2002	0001	676	GUEST, BEVERLY	COM	14A	LMH	16,096.87	100.0	16,096.87	1	1	100.0	0	1
2002	0001	677	KAMENSKI, PAT	COM	14A	LMH	11,850.48	100.0	11,850.48	1	1	100.0	0	1
2002	0001	680	MAPP, MINVARE	COM	14A	LMH	49,048.06	100.0	49,048.06	1	1	100.0	0	1
2002	0001	681	GREEN, GERALDINE	COM	14A	LMH	63,056.09	98.9	62,356.09	1	1	100.0	0	1
2002	0001	682	VALERO, LUPE	COM	14A	LMH	69,777.36	100.0	69,777.36	1	1	100.0	0	1
2002	0001	686	FLORES, LUPE	COM	14A	LMH	40,537.06	100.0	40,537.06	1	1	100.0	0	1
2002	0001	687	TOMLINSON, MARSHA	COM	14A	LMH	80,831.53	100.0	80,831.53	1	1	100.0	0	1
2002	0001	688	SALMERI, CAROL	COM	14A	LMH	110,290.00	100.0	110,290.00	2	2	100.0	0	2
2002	0001	690	GRIFFIN, CAMRON	COM	14A	LMH	114,597.24	100.0	114,597.24	1	1	100.0	0	1
2002	0001	691	BEJARANO, RAYMOND	COM	14A	LMH	4,773.45	100.0	4,773.45	1	1	100.0	0	1
2002	0001	696	VEASLEY, HEWITT	COM	14A	LMH	68,858.41	100.0	68,858.41	1	1	100.0	0	1
2002	0001	697	ZOPOLOS, JAMES	COM	14G	LMH	52,690.00	100.0	52,690.00	3	3	100.0	0	3
2002	0001	698	SABALA, CHAD	COM	14A	LMH	120,130.09	100.0	120,130.09	1	1	100.0	0	1
2002	0026	665	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	312,979.43	0.0	312,979.43	0	0	0.0	0	0

2002	TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
		COMPLETED			1,115,516.07	99.9	1,114,816.07	16	16	100.0	0	16
					1,115,516.07	99.9	1,114,816.07	16	16	100.0	0	16

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2001	0001	627	BRANTLEY, DAVID	COM	14A	LMH	45,647.50	0.0	0.00	1	1	100.0	0	1
2001	0001	638	BEATTIE, DOROTHY	COM	14A	LMH	58,440.47	7.2	4,205.50	1	1	100.0	0	1
2001	0001	649	GREEN, GERALDINE	COM	14A	LMH	5,121.33	100.0	5,121.33	1	1	100.0	0	1
2001	0001	652	VEGA, MARTIN	COM	14A	LMH	37,497.66	0.0	0.00	1	0	0.0	0	1
2001	0001	653	LINCOLN, DONNA	COM	14A	LMH	28,229.33	0.0	0.00	1	1	100.0	0	1
2001	0001	659	CURIEL, TERESA	COM	14A	LMH	415.00	100.0	415.00	1	1	100.0	0	1
2001	0025	618	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	353,122.66	0.0	353,122.66	0	0	0.0	0	0
			2001 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			528,473.95	68.6	362,864.49	6	5	83.3	0	6
							528,473.95	68.6	362,864.49	6	5	83.3	0	6

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2000	0001	536	SPRAGGINS, JOYCE	COM	14A	LMH	2,975.00	100.0	2,975.00	1	1	100.0	0	1
2000	0001	561	COMMUNITY SOCIAL MODEL ADVOCATES	COM	14A	LMH	29,514.90	100.0	29,514.90	1	1	100.0	0	1
2000	0001	566	GARZA, ERNESTINA	COM	14A	LMH	52,323.45	100.0	52,323.45	2	2	100.0	0	2
2000	0001	574	MASENGALE, ALAN & BETTY	COM	14A	LMH	63,621.29	63.5	40,395.00	1	1	100.0	0	1
2000	0001	576	MARTINEZ, JESUS & ROSA	COM	14A	LMH	12,582.27	100.0	12,582.27	1	1	100.0	0	1
2000	0001	577	HERNANDEZ, ALFRED	COM	14A	LMH	3,406.00	100.0	3,406.00	1	1	100.0	0	1
2000	0001	578	CORTEZ, MARIA	COM	14A	LMH	15,909.66	100.0	15,909.66	1	1	100.0	0	1

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
2000	0001	584	CHAM WEST INC.	COM	14A	LMH	58,596.62	100.0	58,596.62	1	1	100.0	0	1
2000	0001	585	MURILLO, MANUEL	COM	14A	LMH	12,464.30	100.0	12,464.30	1	1	100.0	0	1
2000	0001	586	MORRIS, ESSIE	COM	14A	LMH	4,836.09	100.0	4,836.09	1	1	100.0	0	1
2000	0001	587	DIAS, MINERVA	COM	14A	LMH	5,970.00	100.0	5,970.00	1	1	100.0	0	1
2000	0001	593	TORRES, ROBERT	COM	14A	LMH	23,870.36	100.0	23,870.36	1	1	100.0	0	1
2000	0001	594	ANDRADE, JORGE	COM	14A	LMH	4,302.00	100.0	4,302.00	1	1	100.0	0	1
2000	0023	558	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14H	LMH	309,228.95	0.0	309,228.95	0	0	0.0	0	0
			2000 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			599,600.89	96.1	576,374.60	14	14	100.0	0	14
							599,600.89	96.1	576,374.60	14	14	100.0	0	14

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
1999	0001	467	ENRIQUEZ, RODRIGO & JULIE	COM	14A	LMH	15,757.87	100.0	15,757.87	1	1	100.0	0	1
1999	0001	468	FORD, DOUGLAS	COM	14A	LMH	20,674.81	100.0	20,674.81	1	1	100.0	0	1
1999	0001	476	GOMEZ, JUANA	COM	14A	LMH	150.00	100.0	150.00	1	1	100.0	0	1
1999	0001	481	ZAMORA, RAMON & CELIA	COM	14A	LMH	3,175.30	100.0	3,175.30	1	1	100.0	0	1
1999	0001	484	HARRIS, LEE	COM	14A	LMH	700.00	100.0	700.00	1	1	100.0	0	1
1999	0001	496	BASKINS, WILLIAM AND CORA	COM	14A	LMH	6,972.60	100.0	6,972.60	1	1	100.0	0	1
1999	0001	505	MOUA, YA YING	COM	14A	LMH	11,857.78	100.0	11,857.78	1	1	100.0	0	1
1999	0001	506	SCOTT, JOANNA	COM	14A	LMH	35,560.87	100.0	35,560.87	1	1	100.0	0	1
1999	0001	507	VAUGHN, FRANCES	COM	14A	LMH	26,276.32	100.0	26,276.32	1	1	100.0	0	1
1999	0020	460	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14H	LMH	236,444.63	0.0	236,444.63	0	0	0.0	0	0
			1999 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			357,570.18	100.0	357,570.18	9	9	100.0	0	9
							357,570.18	100.0	357,570.18	9	9	100.0	0	9

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
1998	0001	330	LAWRENCE, CYRIL	COM	14A	LMH	196,000.00	100.0	196,000.00	2	2	100.0	0	2
1998	0001	333	HEIL, JUDITH	COM	14A	LMH	1,793.00	100.0	1,793.00	1	1	100.0	0	1
1998	0001	336	GAMEZ, ROBERT	COM	14A	LMH	10,181.00	100.0	10,181.00	1	1	100.0	0	1
1998	0001	341	BREWER, ODELL	COM	14A	LMH	1,620.00	100.0	1,620.00	1	1	100.0	0	1
1998	0001	355	GOVEA, JORGE	COM	14A			0.0	0.00	0	0	0.0	0	0
1998	0001	378	SANCHEZ, SHIRLEY	COM	14A	LMH	6,219.65	100.0	6,219.65	1	1	100.0	0	1
1998	0001	379	ROMERO, ROBERTO	COM	14A	LMH	26,580.92	100.0	26,580.92	1	1	100.0	0	1
1998	0001	392	BECERRA, THERESA	COM	14A	LMH	49,028.10	100.0	49,028.10	1	1	100.0	0	1
1998	0001	409	CAMPI, VIVIAN	COM	14A	LMH	8,337.53	100.0	8,337.53	1	1	100.0	0	1
1998	0001	425	HOLLON, NANCY	COM	14A	LMH	41,317.79	100.0	41,317.79	1	1	100.0	0	1
1998	0001	428	CURIEL, THELMA	COM	14A	LMH	900.00	100.0	900.00	1	1	100.0	0	1
1998	0003	335	DERBY, RICHARD	COM	14A	LMH	5,395.00	100.0	5,395.00	1	1	100.0	0	1
1998	0003	340	VANCIL, PEGGY L.	COM	14A	LMH	7,560.80	100.0	7,560.80	1	1	100.0	0	1
1998	0003	410	MOORE, CECIL	COM	14A	LMH	4,282.04	100.0	4,282.04	1	1	100.0	0	1
1998	0003	420	CURIEL, MARGARITA	COM	14A	LMH	3,398.00	100.0	3,398.00	1	1	100.0	0	1
1998	0003	426	COLOMER, MARIA	COM	14A	LMH	4,270.96	100.0	4,270.96	1	1	100.0	0	1
1998	0003	427	COMMUNITY SOCIAL MODEL ADVOCATES	COM	14A	LMH	6,707.61	100.0	6,707.61	1	1	100.0	0	1
1998	0003	430	MENDOZA, MIGUEL	COM	14A	LMH	300.00	100.0	300.00	1	1	100.0	0	1
1998	0003	432	STANLEY, DAWN	COM	14A	LMH	5,255.00	100.0	5,255.00	1	1	100.0	0	1
1998	0019	342	ACTIVITY DELIVER COST (REHABILITATION)	COM	14H	LMH	295,550.22	0.0	295,550.22	0	0	0.0	0	0
			1998 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
				COMPLETED			674,697.62	100.0	674,697.62	19	19	100.0	0	19
							674,697.62	100.0	674,697.62	19	19	100.0	0	19

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
1997	0001	172	MARTINEZ, LYDIA	COM	14A	LMH	27,828.02	100.0	27,828.02	1	1	100.0	0	1
1997	0001	173	SANCHEZ, MARIA	COM	14A	LMH	62,099.18	100.0	62,099.18	1	1	100.0	0	1
1997	0001	174	BEGA, DELLA ROSE	COM	14A	LMH	6,084.65	100.0	6,084.65	1	1	100.0	0	1
1997	0001	175	MILLS, BELINDA	COM	14A	LMH	4,679.00	100.0	4,679.00	1	1	100.0	0	1
1997	0001	176	LUOPA, SARA	COM	14A	LMH	924.95	100.0	924.95	1	1	100.0	0	1
1997	0001	177	MERRIMAN, AUGUSTUS AND RUTH	COM	14A	LMH	1,145.29	100.0	1,145.29	1	1	100.0	0	1
1997	0001	178	ARROYO, JOSE AND MARIA	COM	14A	LMH	8,675.67	100.0	8,675.67	1	1	100.0	0	1
1997	0001	179	KAMINSKI, PATRICIA	COM	14A	LMH	5,419.50	100.0	5,419.50	1	1	100.0	0	1
1997	0001	181	NISTICO, JAINE	COM	14A	LMH	1,065.02	100.0	1,065.02	1	1	100.0	0	1
1997	0001	182	FENSKE, MARY	COM	14A	LMH	31,817.85	100.0	31,817.85	1	1	100.0	0	1
1997	0001	183	FITZGIBBON, KATHLEEN	COM	14A	LMH	47,731.58	100.0	47,731.58	1	1	100.0	0	1
1997	0001	207	HANCOCK, DONNA	COM	14A	LMH	0.00		0.00	1	1	100.0	0	1
1997	0001	209	HARRIS, LEE	COM	14A	LMH	630.73	100.0	630.73	1	1	100.0	0	1
1997	0001	218	FERREL, RALPH	COM	14A	LMH	20,211.09	100.0	20,211.09	1	1	100.0	0	1
1997	0001	232	MENDOZA, MIGUEL	COM	14A	LMH	1,823.71	100.0	1,823.71	1	1	100.0	0	1
1997	0001	242	ALEMAN, RUBEN AND ESTELLA	COM	14A	LMH	35,419.99	100.0	35,419.99	1	1	100.0	0	1
1997	0001	243	GAMES, ROBERT	COM	14A	LMH	43,103.25	100.0	43,103.25	1	1	100.0	0	1
1997	0001	244	NARANJO, ANTHONY	COM	14A	LMH	27,947.64	100.0	27,947.64	1	1	100.0	0	1
1997	0001	269	HEIL, JUDITH	COM	14A	LMH	42,204.50	100.0	42,204.50	1	1	100.0	0	1
1997	0001	270	AVELAR, RUBEN	COM	14A	LMH	5,428.62	100.0	5,428.62	1	1	100.0	0	1
1997	0001	271	CURIEL, THELMA	COM	14A	LMH	39,053.09	100.0	39,053.09	1	1	100.0	0	1
1997	0001	272	LACAVA, JENNIE	COM	14A	LMH	1,715.00	100.0	1,715.00	1	1	100.0	0	1
1997	0001	284	GODINEZ, ROSA	COM	14A	LMH	46,426.10	100.0	46,426.10	1	1	100.0	0	1
1997	0001	292	TARIN, DOMINGO	COM	14A	LMH	13,281.92	100.0	13,281.92	1	1	100.0	0	1
1997	0001	304	PEREZ, LUIS	COM	14A	LMH	51,978.34	0.0	0.00	1	1	100.0	0	1
1997	0003	185	HANCOCK, DONNA	COM	14A	LMH	1,443.50	100.0	1,443.50	1	1	100.0	0	1

1997	0003	186	VANCIL, PEGGY	COM	14A	LMH	7,715.13	100.0	7,715.13	1	1	100.0	0	1
1997	0003	187	BELTETON, RIGOBERTO AND MARIA	COM	14A	LMH	751.60	100.0	751.60	1	1	100.0	0	1
1997	0003	210	SPRAGGINS, JOYCE	COM	14A	LMH	357.00	100.0	357.00	1	1	100.0	0	1
1997	0003	246	DELEON, JUANITA	COM	14A	LMH	4,252.00	100.0	4,252.00	1	1	100.0	0	1
1997	0003	274	MORRIS, ESSIE	COM	14A	LMH	6,191.10	100.0	6,191.10	1	1	100.0	0	1
1997	0003	294	CONE, MATHEW AND LINDA	COM	14A	LMH	1,645.00	100.0	1,645.00	1	1	100.0	0	1
1997	0003	295	YUEN, FRED	COM	14A	LMH	10,510.44	100.0	10,510.44	1	1	100.0	0	1
1997	0003	303	COLOMER, MARIA	COM	14A	LMH	2,795.00	100.0	2,795.00	1	1	100.0	0	1
1997	0003	311	DERBY, RICHARD	COM	14A	LMH	409.00	100.0	409.00	1	1	100.0	0	1
			1997 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
			COMPLETED				562,764.46	90.7	510,786.12	35	35	100.0	0	35
							562,764.46	90.7	510,786.12	35	35	100.0	0	35

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
1996	0001	160	FLORES, EDUARDO	COM	14A	LMH	38,566.50	100.0	38,566.50	1	1	100.0	0	1
1996	0001	161	KAMINSKI, PATRICIA	COM	14A	LMH	7,448.21	100.0	7,448.21	1	1	100.0	0	1
1996	0001	162	MARTINEZ, LYDIA	COM	14A	LMH	6,019.34	100.0	6,019.34	1	1	100.0	0	1
1996	0001	163	SANCHEZ, MARIA	COM	14A	LMH	5,281.39	100.0	5,281.39	1	1	100.0	0	1
1996	0001	164	BEGA, DELLA ROSE	COM	14A	LMH	1,495.32	100.0	1,495.32	1	1	100.0	0	1
1996	0001	165	MENDOZA, MIGUEL	COM	14A	LMH	4,545.76	100.0	4,545.76	1	1	100.0	0	1
1996	0001	166	CHAVOYA, HENRY AND JOSEPHINE	COM	14A	LMH	4,049.07	100.0	4,049.07	1	1	100.0	0	1
1996	0001	167	LUOPA, SARA	COM	14A	LMH	5,430.64	100.0	5,430.64	1	1	100.0	0	1
1996	0001	168	MERIMAN, AUGUSTUS AND RUTH	COM	14A	LMH	2,289.73	100.0	2,289.73	1	1	100.0	0	1
1996	0001	169	ARROYO, JOSE	COM	14A	LMH	13,646.33	100.0	13,646.33	1	1	100.0	0	1
1996	0003	170	HOLLON, NANCY	COM	14A	LMH	3,142.19	100.0	3,142.19	1	1	100.0	0	1
1996	0003	171	VANCIL, PEGGY	COM	14A	LMH	873.02	100.0	873.02	1	1	100.0	0	1

			1996 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
			COMPLETED				92,787.50	100.0	92,787.50	12	12	100.0	0	12
							92,787.50	100.0	92,787.50	12	12	100.0	0	12

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	CUMULATIVE UNITS RENTER
1994	0002	146	Unknown	COM	14A	LMH	0.00		0.00	6	6	100.0	0	6
1994	0002	148	Unknown	COM	14B	LMH	0.00		0.00	3	3	100.0	0	3
			1994 TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
			COMPLETED				0.00	0.0	0.00	9	9	100.0	0	9
							0.00	0.0	0.00	9	9	100.0	0	9

Program Year: 2017

All Years - Commitments

Activity Type	# of Units/ Families	Total Cost	Home Subsidy	Total Cost Per Unit/Family	Home Subsidy Per Unit/Family
NEW CONSTRUCTION	21	1,217,292	1,217,292	57,966	57,966
REHABILITATION	4	180,000	180,000	45,000	45,000
	25	1,397,292	1,397,292	55,891	55,891

All Years - Completions

Activity Type	# of Units/ Families	Total Cost	Home Subsidy	Total Cost Per Unit/Family	Home Subsidy Per Unit/Family
REHABILITATION	8	238,682	231,342	29,835	28,917
	8	238,682	231,342	29,835	28,917

* TBRA cost per family may include security deposits only and may be varying contract terms.
** Number of families who have received TBRA payments. Home subsidy per family reflects disbursements to date and will increase montl

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Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Economic Development	ED Technical Assistance (18B)	1	$0.00	0	$0.00	1	$0.00
	Total Economic Development	**1**	**$0.00**	**0**	**$0.00**	**1**	**$0.00**
Housing	Rehab; Single-Unit Residential (14A)	2	$180,792.00	5	$91,835.51	7	$272,627.51
	Acquisition for Rehabilitation (14G)	0	$0.00	1	$220,000.00	1	$220,000.00
	Total Housing	**2**	**$180,792.00**	**6**	**$311,835.51**	**8**	**$492,627.51**
Public Facilities and Improvements	Water/Sewer Improvements (03J)	1	$0.00	0	$0.00	1	$0.00
	Sidewalks (03L)	3	$149,505.33	0	$0.00	3	$149,505.33
	Total Public Facilities and Improvements	**4**	**$149,505.33**	**0**	**$0.00**	**4**	**$149,505.33**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	$0.00	2	$35,000.00	2	$35,000.00
	Senior Services (05A)	0	$0.00	1	$12,000.00	1	$12,000.00
	Youth Services (05D)	1	$3,105.00	0	$0.00	1	$3,105.00
	Battered and Abused Spouses (05G)	0	$0.00	1	$6,698.78	1	$6,698.78
	Subsistence Payment (05Q)	2	$25,874.17	1	$3,448.52	3	$29,322.69
	Total Public Services	**3**	**$28,979.17**	**5**	**$57,147.30**	**8**	**$86,126.47**
General Administration and Planning	Planning (20)	0	$0.00	1	$4,071.20	1	$4,071.20
	General Program Administration (21A)	0	$0.00	2	$99,370.09	2	$99,370.09
	Indirect Costs (21B)	0	$0.00	1	$71,516.00	1	$71,516.00
	Total General Administration and Planning	**0**	**$0.00**	**4**	**$174,957.29**	**4**	**$174,957.29**
Grand Total		**10**	**$359,276.50**	**15**	**$543,940.10**	**25**	**$903,216.60**

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CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Economic Development	ED Technical Assistance (18B)	Business	62,733	0	62,733
	Total Economic Development		**62,733**	**0**	**62,733**
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	4	4
	Acquisition for Rehabilitation (14G)	Housing Units	0	1	1
	Total Housing		**0**	**5**	**5**
Public Facilities and Improvements	Water/Sewer Improvements (03J)	Persons	0	0	0
	Sidewalks (03L)	Public Facilities	33,785	0	33,785
	Total Public Facilities and Improvements		**33,785**	**0**	**33,785**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	437	437
	Senior Services (05A)	Persons	0	239	239
	Youth Services (05D)	Persons	14	0	14
	Battered and Abused Spouses (05G)	Persons	0	7	7
	Subsistence Payment (05Q)	Persons	22	5	27
	Total Public Services		**36**	**688**	**724**
Grand Total			**96,554**	**693**	**97,247**

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CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	4	2
	Other multi-racial	0	0	1	1
	Total Housing	**0**	**0**	**5**	**3**
Non Housing	White	219	2	0	0
	Black/African American	116	0	0	0
	Asian	3	0	0	0
	American Indian/Alaskan Native	3	2	0	0
	Asian & White	201	0	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	1	0	0	0
	Other multi-racial	181	130	0	0
	Total Non Housing	**724**	**134**	**0**	**0**
Grand Total	White	219	2	4	2
	Black/African American	116	0	0	0
	Asian	3	0	0	0
	American Indian/Alaskan Native	3	2	0	0
	Asian & White	201	0	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	1	0	0	0
	Other multi-racial	181	130	1	1
	Total Grand Total	**724**	**134**	**5**	**3**

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CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	0	1	0
	Low (>30% and <=50%)	1	0	0
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mod	1	1	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	1	1	0
Non Housing	Extremely Low (<=30%)	0	0	458
	Low (>30% and <=50%)	0	0	25
	Mod (>50% and <=80%)	0	0	2
	Total Low-Mod	0	0	485
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	485

Program Year: 2017
Start Date 01-Jul-2017 - End Date 30-Jun-2018

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Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
Rentals	$214,682.39	7	7
Existing Homeowners	$16,659.67	1	1
Total, Rentals and TBRA	$214,682.39	7	7
Total, Homebuyers and Homeowners	$16,659.67	1	1
Grand Total	**$231,342.06**	**8**	**8**

Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed				
	0% - 30%	31% - 50%	51% - 60%	Total 0% - 60%	Total 0% - 80%
Rentals	4	2	1	7	7
Existing Homeowners	0	0	1	1	1
Total, Rentals and TBRA	4	2	1	7	7
Total, Homebuyers and Homeowners	0	0	1	1	1
Grand Total	**4**	**2**	**2**	**8**	**8**

Home Unit Reported As Vacant

Activity Type	Reported as Vacant
Rentals	0
Existing Homeowners	0
Total, Rentals and TBRA	0
Total, Homebuyers and Homeowners	0
Grand Total	**0**

Program Year: 2017
Start Date 01-Jul-2017 - End Date 30-Jun-2018

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Home Unit Completions by Racial / Ethnic Category

	Rentals		Existing Homeowners	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	5	4	0	0
Black/African American	2	0	0	0
Other multi-racial	0	0	1	1
Total	**7**	**4**	**1**	**1**

	Total, Rentals and TBRA		Total, Homebuyers and Homeowners		Grand Total	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	5	4	0	0	**5**	**4**
Black/African American	2	0	0	0	**2**	**0**
Other multi-racial	0	0	1	1	**1**	**1**
Total	**7**	**4**	**1**	**1**	**8**	**5**

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	977,648.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	176,736.40
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,154,384.40
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	728,259.31
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	728,259.31
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	174,957.29
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	903,216.60
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	251,167.80
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	728,259.31
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	728,259.31
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	86,126.47
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	86,126.47
32 ENTITLEMENT GRANT	977,648.00
33 PRIOR YEAR PROGRAM INCOME	325,444.67
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,303,092.67
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	6.61%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	174,957.29
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	174,957.29
42 ENTITLEMENT GRANT	977,648.00
43 CURRENT YEAR PROGRAM INCOME	176,736.40
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,154,384.40
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	15.16%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	1094	6081070	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$1,585.58
2016	5	1094	6092925	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$922.00
2016	5	1094	6107021	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$6.21
2016	5	1094	6115751	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$15,395.38
2016	5	1094	6133806	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$5,315.46
2016	5	1094	6144281	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$94,447.10
2016	5	1094	6149213	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$14,701.65
2016	5	1094	6174713	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	$5,420.40
2017	6	1117	6174713	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	$380.78
2017	15	1118	6174713	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	$11,330.77
					03L	**Matrix Code**	**$149,505.33**
2017	9	1109	6144281	Merced Rescue Mission - Warming Center	03T	LMC	$15,000.00
2017	12	1115	6149213	Healthy House - One Stop Homeless Ambassador Project	03T	LMC	$20,000.00
					03T	**Matrix Code**	**$35,000.00**
2016	11	1090	6092925	Healthy House Within a MATCH Coalition	05A	LMC	$12,000.00
					05A	**Matrix Code**	**$12,000.00**
2017	10	1111	6144281	Symple Equazion - Youth I Can Program	05D	LMC	$3,105.00
					05D	**Matrix Code**	**$3,105.00**
2017	7	1116	6144281	Valley Crisis Center - Employment Readiness for Victims of Domestic Violence	05G	LMC	$4,687.82
2017	7	1116	6174713	Valley Crisis Center - Employment Readiness for Victims of Domestic Violence	05G	LMC	$2,010.96
					05G	**Matrix Code**	**$6,698.78**
2017	17	1108	6127075	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$1,837.50
2017	17	1108	6133806	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$2,000.00
2017	17	1108	6144281	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$2,380.00
2017	17	1108	6149213	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$4,668.11
2017	17	1108	6167100	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$6,615.50
2017	20	1105	6092925	Merced Rescue Mission - Emergency Rapid Re-Housing	05Q	LMC	$3,448.52
2017	22	1121	6149213	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	05Q	LMC	$5,404.71
2017	22	1121	6167100	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	05Q	LMC	$1,964.60
2017	22	1121	6174713	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	05Q	LMC	$1,003.75
					05Q	**Matrix Code**	**$29,322.69**
2015	2	1087	6092925	205 W. 14th Street / Rehab	14A	LMH	$16,289.04
2015	2	1088	6092925	945 Q Street / Rehab	14A	LMH	$2,455.00
2015	2	1088	6093719	945 Q Street / Rehab	14A	LMH	$0.20
2015	2	1098	6092925	1005 W. 9th Street / Rehab	14A	LMH	$31,634.76
2015	2	1098	6097251	1005 W. 9th Street / Rehab	14A	LMH	$3,514.97
2015	2	1099	6092925	1319 W. 19th Street / Rehab	14A	LMH	$33,942.60
2015	2	1099	6097251	1319 W. 19th Street / Rehab	14A	LMH	$3,998.94

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	9	1100	6167100	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	$660.00
2016	9	1100	6174713	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	$132.00
2017	16	1114	6149213	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	14A	LMH	$180,000.00
					14A	**Matrix Code**	**$272,627.51**
2017	18	1113	6144281	Sierra Saving Grace Homeless Project	14G	LMH	$220,000.00
					14G	**Matrix Code**	**$220,000.00**
Total							**$728,259.31**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	9	1109	6144281	Merced Rescue Mission - Warming Center	03T	LMC	$15,000.00
2017	12	1115	6149213	Healthy House - One Stop Homeless Ambassador Project	03T	LMC	$20,000.00
					03T	**Matrix Code**	**$35,000.00**
2016	11	1090	6092925	Healthy House Within a MATCH Coalition	05A	LMC	$12,000.00
					05A	**Matrix Code**	**$12,000.00**
2017	10	1111	6144281	Symple Equazion - Youth I Can Program	05D	LMC	$3,105.00
					05D	**Matrix Code**	**$3,105.00**
2017	7	1116	6144281	Valley Crisis Center - Employment Readiness for Victims of Domestic Violence	05G	LMC	$4,687.82
2017	7	1116	6174713	Valley Crisis Center - Employment Readiness for Victims of Domestic Violence	05G	LMC	$2,010.96
					05G	**Matrix Code**	**$6,698.78**
2017	17	1108	6127075	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$1,837.50
2017	17	1108	6133806	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$2,000.00
2017	17	1108	6144281	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$2,380.00
2017	17	1108	6149213	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$4,668.11
2017	17	1108	6167100	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	$6,615.50
2017	20	1105	6092925	Merced Rescue Mission - Emergency Rapid Re-Housing	05Q	LMC	$3,448.52
2017	22	1121	6149213	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	05Q	LMC	$5,404.71
2017	22	1121	6167100	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	05Q	LMC	$1,964.60
2017	22	1121	6174713	Merced Rescue Mission -Emergency Rapid Re-Housing (#129919)	05Q	LMC	$1,003.75
					05Q	**Matrix Code**	**$29,322.69**
Total							**$86,126.47**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	5	1112	6144281	United Way - Continuum of Care Services	20		$4,071.20
					20	**Matrix Code**	**$4,071.20**
2016	22	1079	6095715	Direct Administration Expenses	21A		$8,490.05
2017	1	1106	6092925	Direct Administration Expenses	21A		$17,880.27
2017	1	1106	6097251	Direct Administration Expenses	21A		$6,945.95
2017	1	1106	6107021	Direct Administration Expenses	21A		$6,072.39

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	1106	6115751	Direct Administration Expenses	21A		$8,913.90
2017	1	1106	6127075	Direct Administration Expenses	21A		$8,510.78
2017	1	1106	6133806	Direct Administration Expenses	21A		$8,004.23
2017	1	1106	6144281	Direct Administration Expenses	21A		$13,887.14
2017	1	1106	6149213	Direct Administration Expenses	21A		$10,406.47
2017	1	1106	6157994	Direct Administration Expenses	21A		$5,005.60
2017	1	1106	6167100	Direct Administration Expenses	21A		$5,042.19
2017	1	1106	6174713	Direct Administration Expenses	21A		$211.12
					21A	**Matrix Code**	**$99,370.09**
2017	21	1120	6144281	INDIRECT ADMINISTRATIVE COSTS	21B		$34,680.00
2017	21	1120	6149213	INDIRECT ADMINISTRATIVE COSTS	21B		$36,836.00
					21B	**Matrix Code**	**$71,516.00**
Total							**$174,957.29**

Commitments from Authorized Funds

Fiscal Year	Total Authorization	Admin/CHDO OP Authorization	CR/CL/CC – Amount Committed to CHDOS	% CHDO Cmtd	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
1994	$500,000.00	$0.00	$75,000.00	15.0%	$0.00	$425,000.00	$500,000.00	100.0%
1995	$487,000.00	$0.00	$73,050.00	15.0%	$0.00	$413,950.00	$487,000.00	100.0%
1996	$541,000.00	$0.00	$81,150.00	15.0%	$0.00	$459,850.00	$541,000.00	100.0%
1997	$531,000.00	$0.00	$79,650.00	15.0%	$0.00	$451,350.00	$531,000.00	100.0%
1998	$568,000.00	$0.00	$85,200.00	15.0%	$0.00	$482,800.00	$568,000.00	100.0%
1999	$611,000.00	$0.00	$139,820.00	22.8%	$0.00	$471,180.00	$611,000.00	100.0%
2000	$613,000.00	$0.00	$250,259.00	40.8%	$0.00	$362,741.00	$613,000.00	100.0%
2001	$682,000.00	$0.00	$102,300.00	15.0%	$0.00	$579,700.00	$682,000.00	100.0%
2002	$680,000.00	$6,000.00	$102,000.00	15.0%	$0.00	$572,000.00	$680,000.00	100.0%
2003	$700,348.00	$3,000.00	$105,052.20	15.0%	$0.00	$592,295.80	$700,348.00	100.0%
2004	$697,936.00	$0.30	$104,700.00	15.0%	$0.00	$593,235.70	$697,936.00	100.0%
2005	$665,615.00	$54,335.00	$99,842.25	15.0%	$0.00	$511,437.75	$665,615.00	100.0%
2006	$625,931.00	$3,000.00	$93,890.00	15.0%	$0.00	$529,041.00	$625,931.00	100.0%
2007	$621,447.00	$62,144.70	$0.00	0.0%	$0.00	$559,302.30	$621,447.00	100.0%
2008	$466,280.23	$74,520.06	$135,017.22	28.9%	$0.00	$256,742.95	$466,280.23	100.0%
2009	$667,720.00	$68,972.00	$100,500.00	15.0%	$0.00	$498,248.00	$667,720.00	100.0%
2010	$666,386.00	$16,345.84	$99,958.00	15.0%	$0.00	$550,082.16	$666,386.00	100.0%
2011	$588,197.00	$60,819.70	$88,234.00	15.0%	$0.00	$439,143.30	$588,197.00	100.0%
2012	$386,355.00	$38,635.50	$57,953.25	15.0%	$0.00	$289,766.25	$386,355.00	100.0%
2013	$354,406.00	$35,440.60	$53,168.10	15.0%	$0.00	$265,797.30	$354,406.00	100.0%
2014	$350,123.00	$35,012.30	$153,871.55	43.9%	$0.00	$161,239.14	$350,122.99	99.9%
2015	$305,810.00	$30,581.00	$150,000.00	49.0%	$0.00	$125,229.00	$305,810.00	100.0%
2016	$329,958.00	$31,004.00	$150,000.00	45.4%	$0.00	$148,954.00	$329,958.00	100.0%
2017	$332,769.00	$31,000.00	$214,410.00	64.4%	$0.00	$54,407.58	$299,817.58	90.0%
Total	**$12,972,281.23**	**$550,811.00**	**$2,595,025.57**	**20.0%**	**$0.00**	**$9,793,493.23**	**$12,939,329.80**	**99.7%**

Program Income (PI)

Program Year	Total Receipts	Amount Suballocated to PA	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
1994	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1995	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1996	$28,669.31	N/A	$28,669.31	100.0%	$28,669.31	$0.00	$28,669.31	100.0%
1997	$74,704.61	N/A	$74,704.61	100.0%	$74,704.61	$0.00	$74,704.61	100.0%
1998	$30,874.78	N/A	$30,874.78	100.0%	$30,874.78	$0.00	$30,874.78	100.0%
1999	$138,784.81	N/A	$138,784.81	100.0%	$138,784.81	$0.00	$138,784.81	100.0%
2000	$189,259.41	N/A	$189,259.41	100.0%	$189,259.41	$0.00	$189,259.41	100.0%
2001	$244,884.80	N/A	$244,884.80	100.0%	$244,884.80	$0.00	$244,884.80	100.0%
2002	$772,829.84	N/A	$772,829.84	100.0%	$772,829.84	$0.00	$772,829.84	100.0%
2003	$792,402.29	N/A	$792,402.29	100.0%	$792,402.29	$0.00	$792,402.29	100.0%
2004	$606,580.12	N/A	$606,580.12	100.0%	$606,580.12	$0.00	$606,580.12	100.0%
2005	$496,044.39	N/A	$496,044.39	100.0%	$496,044.39	$0.00	$496,044.39	100.0%
2006	$444,771.03	N/A	$444,771.03	100.0%	$444,771.03	$0.00	$444,771.03	100.0%
2007	$173,696.91	N/A	$173,696.91	100.0%	$173,696.91	$0.00	$173,696.91	100.0%
2008	$89,951.72	N/A	$89,951.72	100.0%	$89,951.72	$0.00	$89,951.72	100.0%
2009	$110,596.52	N/A	$110,596.52	100.0%	$110,596.52	$0.00	$110,596.52	100.0%
2010	$103,878.83	N/A	$103,878.83	100.0%	$103,878.83	$0.00	$103,878.83	100.0%
2011	$99,994.68	N/A	$99,994.68	100.0%	$99,994.68	$0.00	$99,994.68	100.0%
2012	$95,288.52	$0.00	$95,288.52	100.0%	$95,288.52	$0.00	$95,288.52	100.0%
2013	$91,177.74	$0.00	$91,177.74	100.0%	$91,177.74	$0.00	$91,177.74	100.0%
2014	$152,345.70	$0.00	$152,345.70	100.0%	$152,345.70	$0.00	$152,345.70	100.0%
2015	$123,770.77	$0.00	$123,770.77	100.0%	$123,770.77	$0.00	$123,770.77	100.0%
2016	$553,179.20	$0.00	$553,179.20	100.0%	$328,079.18	$0.00	$328,079.18	59.3%
2017	$195,909.18	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$1,465.37	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$5,611,060.53**	**$0.00**	**$5,413,685.98**	**96.4%**	**$5,188,585.96**	**$0.00**	**$5,188,585.96**	**92.4%**

Program Income for Administration (PA)

Program Year	Authorized Amount	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2012	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2013	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2014	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**$0.00**	**0.0%**

Recaptured Homebuyer Funds (HP)

Program Year	Total Receipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**$0.00**	**0.0%**

Repayments to Local Account (IU)

Program Year	Total Recipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**$0.00**	**0.0%**

Disbursements from Treasury Account

Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
1994	$500,000.00	$500,000.00	$0.00	$500,000.00	$0.00	$500,000.00	100.0%	$0.00
1995	$487,000.00	$487,000.00	$0.00	$487,000.00	$0.00	$487,000.00	100.0%	$0.00
1996	$541,000.00	$541,000.00	$0.00	$541,000.00	$0.00	$541,000.00	100.0%	$0.00
1997	$531,000.00	$531,000.00	$0.00	$531,000.00	$0.00	$531,000.00	100.0%	$0.00
1998	$568,000.00	$568,000.00	$0.00	$568,000.00	$0.00	$568,000.00	100.0%	$0.00
1999	$611,000.00	$611,000.00	$0.00	$611,000.00	$0.00	$611,000.00	100.0%	$0.00
2000	$613,000.00	$613,000.00	$0.00	$613,000.00	$0.00	$613,000.00	100.0%	$0.00
2001	$682,000.00	$682,000.00	$0.00	$682,000.00	$0.00	$682,000.00	100.0%	$0.00
2002	$680,000.00	$680,000.00	$0.00	$680,000.00	$0.00	$680,000.00	100.0%	$0.00
2003	$700,348.00	$700,348.00	$0.00	$700,348.00	$0.00	$700,348.00	100.0%	$0.00
2004	$697,936.00	$697,936.00	$0.00	$697,936.00	$0.00	$697,936.00	100.0%	$0.00
2005	$665,615.00	$665,615.00	$0.00	$665,615.00	$0.00	$665,615.00	100.0%	$0.00
2006	$625,931.00	$625,931.00	$0.00	$625,931.00	$0.00	$625,931.00	100.0%	$0.00
2007	$621,447.00	$621,447.00	$0.00	$621,447.00	$0.00	$621,447.00	100.0%	$0.00
2008	$466,280.23	$466,280.23	$0.00	$466,280.23	$0.00	$466,280.23	100.0%	$0.00
2009	$667,720.00	$667,720.00	$0.00	$667,720.00	$0.00	$667,720.00	100.0%	$0.00
2010	$666,386.00	$666,386.00	$0.00	$666,386.00	$0.00	$666,386.00	100.0%	$0.00
2011	$588,197.00	$588,197.00	$0.00	$588,197.00	$0.00	$588,197.00	100.0%	$0.00
2012	$386,355.00	$386,355.00	$0.00	$386,355.00	$0.00	$386,355.00	100.0%	$0.00
2013	$354,406.00	$157,832.68	$0.00	$157,832.68	$0.00	$157,832.68	44.5%	$196,573.32
2014	$350,123.00	$188,883.85	$0.00	$188,883.85	$0.00	$188,883.85	53.9%	$161,239.15
2015	$305,810.00	$46,890.67	$0.00	$46,890.67	$0.00	$46,890.67	15.3%	$258,919.33
2016	$329,958.00	$31,004.00	$0.00	$31,004.00	$0.00	$31,004.00	9.3%	$298,954.00
2017	$332,769.00	$30,500.00	$0.00	$30,500.00	$0.00	$30,500.00	9.1%	$302,269.00
Total	**$12,972,281.23**	**$11,754,326.43**	**$0.00**	**$11,754,326.43**	**$0.00**	**$11,754,326.43**	**90.6%**	**$1,217,954.80**

Home Activities Commitments/Disbursements from Treasury Account

Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
1994	$500,000.00	$500,000.00	100.0%	$500,000.00	$0.00	$500,000.00	100.0%	$0.00	$500,000.00	100.0%
1995	$487,000.00	$487,000.00	100.0%	$487,000.00	$0.00	$487,000.00	100.0%	$0.00	$487,000.00	100.0%
1996	$541,000.00	$541,000.00	100.0%	$541,000.00	$0.00	$541,000.00	100.0%	$0.00	$541,000.00	100.0%
1997	$531,000.00	$531,000.00	100.0%	$531,000.00	$0.00	$531,000.00	100.0%	$0.00	$531,000.00	100.0%
1998	$568,000.00	$568,000.00	100.0%	$568,000.00	$0.00	$568,000.00	100.0%	$0.00	$568,000.00	100.0%
1999	$611,000.00	$611,000.00	100.0%	$611,000.00	$0.00	$611,000.00	100.0%	$0.00	$611,000.00	100.0%
2000	$613,000.00	$613,000.00	100.0%	$613,000.00	$0.00	$613,000.00	100.0%	$0.00	$613,000.00	100.0%
2001	$682,000.00	$682,000.00	100.0%	$682,000.00	$0.00	$682,000.00	100.0%	$0.00	$682,000.00	100.0%
2002	$674,000.00	$674,000.00	100.0%	$674,000.00	$0.00	$674,000.00	100.0%	$0.00	$674,000.00	100.0%
2003	$697,348.00	$697,348.00	100.0%	$697,348.00	$0.00	$697,348.00	100.0%	$0.00	$697,348.00	100.0%
2004	$697,935.70	$697,935.70	100.0%	$697,935.70	$0.00	$697,935.70	100.0%	$0.00	$697,935.70	100.0%
2005	$611,280.00	$611,280.00	100.0%	$611,280.00	$0.00	$611,280.00	100.0%	$0.00	$611,280.00	100.0%
2006	$622,931.00	$622,931.00	100.0%	$622,931.00	$0.00	$622,931.00	100.0%	$0.00	$622,931.00	100.0%
2007	$559,302.30	$559,302.30	100.0%	$559,302.30	$0.00	$559,302.30	100.0%	$0.00	$559,302.30	100.0%
2008	$391,760.17	$391,760.17	100.0%	$391,760.17	$0.00	$391,760.17	100.0%	$0.00	$391,760.17	100.0%
2009	$598,748.00	$598,748.00	100.0%	$598,748.00	$0.00	$598,748.00	100.0%	$0.00	$598,748.00	100.0%
2010	$650,040.16	$650,040.16	100.0%	$650,040.16	$0.00	$650,040.16	100.0%	$0.00	$650,040.16	100.0%
2011	$527,377.30	$527,377.30	100.0%	$527,377.30	$0.00	$527,377.30	100.0%	$0.00	$527,377.30	100.0%
2012	$347,719.50	$347,719.50	100.0%	$347,719.50	$0.00	$347,719.50	100.0%	$0.00	$347,719.50	100.0%
2013	$318,965.40	$318,965.40	100.0%	$122,392.08	$0.00	$122,392.08	38.3%	$0.00	$122,392.08	38.3%
2014	$315,110.70	$315,110.69	99.9%	$153,871.55	$0.00	$153,871.55	48.8%	$0.00	$153,871.55	48.8%
2015	$275,229.00	$275,229.00	100.0%	$16,309.67	$0.00	$16,309.67	5.9%	$0.00	$16,309.67	5.9%
2016	$298,954.00	$298,954.00	100.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2017	$301,769.00	$268,817.58	89.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
Total	**$12,421,470.23**	**$12,388,518.80**	**99.7%**	**$11,204,015.43**	**$0.00**	**$11,204,015.43**	**90.1%**	**$0.00**	**$11,204,015.43**	**90.1%**

Administrative Funds (AD)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$54,335.00	$54,335.00	100.0%	$0.00	$54,335.00	100.0%	$0.00
2006	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$62,144.70	$62,144.70	100.0%	$0.00	$62,144.70	100.0%	$0.00
2008	$68,520.06	$68,520.06	100.0%	$0.00	$68,520.06	100.0%	$0.00
2009	$66,972.00	$66,972.00	100.0%	$0.00	$66,972.00	100.0%	$0.00
2010	$14,345.84	$14,345.84	100.0%	$0.00	$14,345.84	100.0%	$0.00
2011	$58,819.70	$58,819.70	100.0%	$0.00	$58,819.70	100.0%	$0.00
2012	$38,635.50	$38,635.50	100.0%	$0.00	$38,635.50	100.0%	$0.00
2013	$35,440.60	$35,440.60	100.0%	$0.00	$35,440.60	100.0%	$0.00
2014	$35,012.30	$35,012.30	100.0%	$0.00	$35,012.30	100.0%	$0.00
2015	$30,581.00	$30,581.00	100.0%	$0.00	$30,581.00	100.0%	$0.00
2016	$31,004.00	$31,004.00	100.0%	$0.00	$31,004.00	100.0%	$0.00
2017	$31,000.00	$30,500.00	98.3%	$500.00	$30,500.00	98.3%	$500.00
Total	**$526,810.70**	**$526,310.70**	**99.9%**	**$500.00**	**$526,310.70**	**99.9%**	**$500.00**

CHDO Operating Funds (CO)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$6,000.00	$6,000.00	100.0%	$0.00	$6,000.00	100.0%	$0.00
2003	$3,000.00	$3,000.00	100.0%	$0.00	$3,000.00	100.0%	$0.00
2004	$0.30	$0.30	100.0%	$0.00	$0.30	100.0%	$0.00
2005	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$3,000.00	$3,000.00	100.0%	$0.00	$3,000.00	100.0%	$0.00
2007	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$6,000.00	$6,000.00	100.0%	$0.00	$6,000.00	100.0%	$0.00
2009	$2,000.00	$2,000.00	100.0%	$0.00	$2,000.00	100.0%	$0.00
2010	$2,000.00	$2,000.00	100.0%	$0.00	$2,000.00	100.0%	$0.00
2011	$2,000.00	$2,000.00	100.0%	$0.00	$2,000.00	100.0%	$0.00
2012	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$24,000.30**	**$24,000.30**	**100.0%**	**$0.00**	**$24,000.30**	**100.0%**	**$0.00**

CHDO Funds (CR)

Fiscal Year	CHDO Requirement	Authorized Amount	Amount Suballocated to CL/CC	Amount Subgranted to CHDOS	Balance to Subgrant	Funds Committed to Activities	% Subg Cmtd	Balance to Commit	Total Disbursed	% Subg Disb	Available to Disburse
1994	$75,000.00	$75,000.00	$0.00	$75,000.00	$0.00	$75,000.00	100.0%	$0.00	$75,000.00	100.0%	$0.00
1995	$73,050.00	$73,050.00	$0.00	$73,050.00	$0.00	$73,050.00	100.0%	$0.00	$73,050.00	100.0%	$0.00
1996	$81,150.00	$81,150.00	$0.00	$81,150.00	$0.00	$81,150.00	100.0%	$0.00	$81,150.00	100.0%	$0.00
1997	$79,650.00	$79,650.00	$0.00	$79,650.00	$0.00	$79,650.00	100.0%	$0.00	$79,650.00	100.0%	$0.00
1998	$85,200.00	$85,200.00	$0.00	$85,200.00	$0.00	$85,200.00	100.0%	$0.00	$85,200.00	100.0%	$0.00
1999	$91,650.00	$139,820.00	$0.00	$139,820.00	$0.00	$139,820.00	100.0%	$0.00	$139,820.00	100.0%	$0.00
2000	$91,950.00	$250,259.00	$0.00	$250,259.00	$0.00	$250,259.00	100.0%	$0.00	$250,259.00	100.0%	$0.00
2001	$102,300.00	$102,300.00	$0.00	$102,300.00	$0.00	$102,300.00	100.0%	$0.00	$102,300.00	100.0%	$0.00
2002	$102,000.00	$102,000.00	$0.00	$102,000.00	$0.00	$102,000.00	100.0%	$0.00	$102,000.00	100.0%	$0.00
2003	$105,052.20	$105,052.20	$0.00	$105,052.20	$0.00	$105,052.20	100.0%	$0.00	$105,052.20	100.0%	$0.00
2004	$104,690.40	$104,700.00	$0.00	$104,700.00	$0.00	$104,700.00	100.0%	$0.00	$104,700.00	100.0%	$0.00
2005	$99,842.25	$99,842.25	$0.00	$99,842.25	$0.00	$99,842.25	100.0%	$0.00	$99,842.25	100.0%	$0.00
2006	$93,889.65	$93,890.00	$0.00	$93,890.00	$0.00	$93,890.00	100.0%	$0.00	$93,890.00	100.0%	$0.00
2007	$93,217.05	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$90,194.55	$135,017.22	$0.00	$135,017.22	$0.00	$135,017.22	100.0%	$0.00	$135,017.22	100.0%	$0.00
2009	$100,458.00	$100,500.00	$0.00	$100,500.00	$0.00	$100,500.00	100.0%	$0.00	$100,500.00	100.0%	$0.00
2010	$99,957.90	$99,958.00	$0.00	$99,958.00	$0.00	$99,958.00	100.0%	$0.00	$99,958.00	100.0%	$0.00
2011	$88,229.55	$88,234.00	$0.00	$88,234.00	$0.00	$88,234.00	100.0%	$0.00	$88,234.00	100.0%	$0.00
2012	$57,953.25	$57,953.25	$0.00	$57,953.25	$0.00	$57,953.25	100.0%	$0.00	$57,953.25	100.0%	$0.00
2013	$53,160.90	$53,168.10	$0.00	$53,168.10	$0.00	$53,168.10	100.0%	$0.00	$53,168.10	100.0%	$0.00
2014	$52,518.45	$153,871.56	$0.00	$153,871.56	$0.00	$153,871.55	99.9%	$0.01	$153,871.55	99.9%	$0.01
2015	$45,871.50	$150,000.00	$0.00	$150,000.00	$0.00	$150,000.00	100.0%	$0.00	$0.00	0.0%	$150,000.00
2016	$49,493.70	$150,000.00	$0.00	$150,000.00	$0.00	$150,000.00	100.0%	$0.00	$0.00	0.0%	$150,000.00
2017	$49,915.35	$214,410.00	$0.00	$214,410.00	$0.00	$214,410.00	100.0%	$0.00	$0.00	0.0%	$214,410.00
Total	**$1,966,394.70**	**$2,595,025.58**	**$0.00**	**$2,595,025.58**	**$0.00**	**$2,595,025.57**	**99.9%**	**$0.01**	**$2,080,615.57**	**80.1%**	**$514,410.01**

CHDO Loans (CL)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

CHDO Capacity (CC)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

Reservations to State Recipients and Sub-recipients (SU)

Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

Total Program Funds

Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for Admin/CHDO OP	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
1994	$500,000.00	$0.00	$500,000.00	$500,000.00	$0.00	$500,000.00	$0.00	$500,000.00	$0.00
1995	$487,000.00	$0.00	$487,000.00	$487,000.00	$0.00	$487,000.00	$0.00	$487,000.00	$0.00
1996	$541,000.00	$28,669.31	$569,669.31	$569,669.31	$0.00	$569,669.31	$0.00	$569,669.31	$0.00
1997	$531,000.00	$74,704.61	$605,704.61	$605,704.61	$0.00	$605,704.61	$0.00	$605,704.61	$0.00
1998	$568,000.00	$30,874.78	$598,874.78	$598,874.78	$0.00	$598,874.78	$0.00	$598,874.78	$0.00
1999	$611,000.00	$138,784.81	$749,784.81	$749,784.81	$0.00	$749,784.81	$0.00	$749,784.81	$0.00
2000	$613,000.00	$189,259.41	$802,259.41	$802,259.41	$0.00	$802,259.41	$0.00	$802,259.41	$0.00
2001	$682,000.00	$244,884.80	$926,884.80	$926,884.80	$0.00	$926,884.80	$0.00	$926,884.80	$0.00
2002	$680,000.00	$772,829.84	$1,446,829.84	$1,446,829.84	$6,000.00	$1,452,829.84	$0.00	$1,452,829.84	$0.00
2003	$700,348.00	$792,402.29	$1,489,750.29	$1,489,750.29	$3,000.00	$1,492,750.29	$0.00	$1,492,750.29	$0.00
2004	$697,936.00	$606,580.12	$1,304,515.82	$1,304,515.82	$0.30	$1,304,516.12	$0.00	$1,304,516.12	$0.00
2005	$665,615.00	$496,044.39	$1,107,324.39	$1,107,324.39	$54,335.00	$1,161,659.39	$0.00	$1,161,659.39	$0.00
2006	$625,931.00	$444,771.03	$1,067,702.03	$1,067,702.03	$3,000.00	$1,070,702.03	$0.00	$1,070,702.03	$0.00
2007	$621,447.00	$173,696.91	$732,999.21	$732,999.21	$62,144.70	$795,143.91	$0.00	$795,143.91	$0.00
2008	$466,280.23	$89,951.72	$481,711.89	$481,711.89	$74,520.06	$556,231.95	$0.00	$556,231.95	$0.00
2009	$667,720.00	$110,596.52	$709,344.52	$709,344.52	$68,972.00	$778,316.52	$0.00	$778,316.52	$0.00
2010	$666,386.00	$103,878.83	$753,918.99	$753,918.99	$16,345.84	$770,264.83	$0.00	$770,264.83	$0.00
2011	$588,197.00	$99,994.68	$627,371.98	$627,371.98	$60,819.70	$688,191.68	$0.00	$688,191.68	$0.00
2012	$386,355.00	$95,288.52	$443,008.02	$443,008.02	$38,635.50	$481,643.52	$0.00	$481,643.52	$0.00
2013	$354,406.00	$91,177.74	$410,143.14	$213,569.82	$35,440.60	$249,010.42	$0.00	$249,010.42	$196,573.32
2014	$350,123.00	$152,345.70	$467,456.39	$306,217.25	$35,012.30	$341,229.55	$0.00	$341,229.55	$161,239.15
2015	$305,810.00	$123,770.77	$398,999.77	$140,080.44	$30,581.00	$170,661.44	$0.00	$170,661.44	$258,919.33
2016	$329,958.00	$553,179.20	$852,133.20	$328,079.18	$31,004.00	$359,083.18	$0.00	$359,083.18	$524,054.02
2017	$332,769.00	$195,909.18	$268,817.58	$0.00	$30,500.00	$30,500.00	$0.00	$30,500.00	$498,178.18
2018	$0.00	$1,465.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,465.37
Total	**$12,972,281.23**	**$5,611,060.53**	**$17,802,204.78**	**$16,392,601.39**	**$550,311.00**	**$16,942,912.39**	**$0.00**	**$16,942,912.39**	**$1,640,429.37**

Total Program Percent

Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for Admin/CHDO OP	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
1994	$500,000.00	$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1995	$487,000.00	$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1996	$541,000.00	$28,669.31	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1997	$531,000.00	$74,704.61	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1998	$568,000.00	$30,874.78	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1999	$611,000.00	$138,784.81	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
2000	$613,000.00	$189,259.41	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
2001	$682,000.00	$244,884.80	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
2002	$680,000.00	$772,829.84	99.5%	99.5%	0.8%	100.0%	0.0%	100.0%	0.0%
2003	$700,348.00	$792,402.29	99.7%	99.7%	0.4%	100.0%	0.0%	100.0%	0.0%
2004	$697,936.00	$606,580.12	99.9%	99.9%	0.0%	100.0%	0.0%	100.0%	0.0%
2005	$665,615.00	$496,044.39	95.3%	95.3%	8.1%	99.9%	0.0%	99.9%	0.0%
2006	$625,931.00	$444,771.03	99.7%	99.7%	0.4%	100.0%	0.0%	100.0%	0.0%
2007	$621,447.00	$173,696.91	92.1%	92.1%	9.9%	99.9%	0.0%	99.9%	0.0%
2008	$466,280.23	$89,951.72	86.6%	86.6%	15.9%	100.0%	0.0%	100.0%	0.0%
2009	$667,720.00	$110,596.52	91.1%	91.1%	10.3%	100.0%	0.0%	100.0%	0.0%
2010	$666,386.00	$103,878.83	97.8%	97.8%	2.4%	100.0%	0.0%	100.0%	0.0%
2011	$588,197.00	$99,994.68	91.1%	91.1%	10.3%	100.0%	0.0%	100.0%	0.0%
2012	$386,355.00	$95,288.52	91.9%	91.9%	10.0%	100.0%	0.0%	100.0%	0.0%
2013	$354,406.00	$91,177.74	92.0%	47.9%	9.9%	55.8%	0.0%	55.8%	44.1%
2014	$350,123.00	$152,345.70	93.0%	60.9%	10.0%	67.9%	0.0%	67.9%	32.0%
2015	$305,810.00	$123,770.77	92.8%	32.6%	10.0%	39.7%	0.0%	39.7%	60.2%
2016	$329,958.00	$553,179.20	96.4%	37.1%	9.3%	40.6%	0.0%	40.6%	59.3%
2017	$332,769.00	$195,909.18	50.8%	0.0%	9.1%	5.7%	0.0%	5.7%	94.2%
2018	$0.00	$1,465.37	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Total	**$12,972,281.23**	**$5,611,060.53**	**95.7%**	**88.2%**	**4.2%**	**91.1%**	**0.0%**	**91.1%**	**8.8%**

MERCED, CA

Fiscal Year	Match Percent	Total Disbursements	Disbursements Requiring Match	Match Liability Amount
1998	0.0%	$604,473.89	$0.00	$0.00
1999	0.0%	$638,068.66	$0.00	$0.00
2000	0.0%	$324,733.86	$0.00	$0.00
2001	0.0%	$521,890.85	$0.00	$0.00
2002	0.0%	$227,947.13	$0.00	$0.00
2003	0.0%	$767,263.61	$0.00	$0.00
2004	0.0%	$669,846.25	$0.00	$0.00
2005	0.0%	$876,825.72	$0.00	$0.00
2006	0.0%	$851,628.39	$0.00	$0.00
2007	0.0%	$995,478.80	$0.00	$0.00
2008	0.0%	$561,904.22	$0.00	$0.00
2009	0.0%	$520,713.92	$0.00	$0.00
2010	0.0%	$72,617.51	$0.00	$0.00
2011	0.0%	$372,833.27	$0.00	$0.00
2012	0.0%	$391,761.04	$0.00	$0.00
2013	0.0%	$1,312,255.46	$0.00	$0.00
2014	0.0%	$89,555.84	$0.00	$0.00

2015	0.0%	$237,789.74	$0.00	$0.00
2016	0.0%	$100,644.87	$0.00	$0.00
2017	0.0%	$414,972.53	$0.00	$0.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR 45 - HOME Grants Not Meeting the 24 Month Commitment Deadline

DATE: 8/21/2018
TIME: 1:47:41 PM
PAGE: 1/1

PR 45 - HOME Grants Not Meeting the 24 Month Commitment Deadline

Field Office	Grantee			Grant Number	Commitment Fund Type	Deadline Date	Commitment Requirement Amount	Amount Committed at Deadline	Amount Uncommitted at Deadline
SAN FRANCISCO	MERCED	CA	MERCED,CA	M15MC060227	CHDO Reservations	07/31/2017	$45,871.50	$150,000.00	$0.00
				M16MC060227	CHDO Reservations	08/31/2018	$49,493.70	$150,000.00	$0.00
				M17MC060227	CHDO Reservations	09/30/2019	$49,915.35	$214,410.00	$0.00

HOUSING

Matrix Code	Eligible Activity	Number of Households Assisted
14A	Rehab; Single-Unit Residential	1
14G	Acquisition for Rehabilitation	1
	Total Number of Households Assisted:	2

PUBLIC SERVICES

Matrix Code	Eligible Activity	Number of Persons Benefitting
03T	Operating Costs of Homeless/AIDS Patients Programs	437
05D	Youth Services	14
05G	Battered and Abused Spouses	7
05Q	Subsistence Payment	27
	Total Number of Persons Benefitting:	485

Current CDBG Timeliness Report
Grantee : MERCED, CA

PGM YEAR	PGM YEAR START DATE	TIMELINESS TEST DATE	CDBG GRANT AMT	--- LETTER OF CREDIT BALANCE --- UNADJUSTED	ADJUSTED FOR PI	DRAW RATIO UNADJ	ADJ	MINIMUM DISBURSEMENT TO MEET TEST UNADJUSTED	ADJUSTED
2017	07-01-17	05-02-18	977,648.00	1,454,018.17	1,454,018.17	1.49	1.49		
2018	07-01-18	05-02-19	UNAVAILABLE	1,454,018.17	1,465,143.88	******	******	GRANT UNAVAILABLE FOR CALCULATION	

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Rehabilitation Report
MERCED, CA
CDBG Owner/Occupied Housing Rehabilitation Activities Completed During Fiscal Year 2017

Total

Matrix Code	Total Expenditures	Total Units Assisted	Average Cost
14A	$91,835.51	4	$22,958.87
14B	$0.00	0	$0.00
14C	$0.00	0	$0.00
14D	$0.00	0	$0.00
14F	$0.00	0	$0.00
14G	$0.00	0	$0.00
14H	$0.00	0	$0.00
14I	$0.00	0	$0.00
16A	$0.00	0	$0.00
Totals	**$91,835.51**	**4**	**$22,958.87**

Excluding security devices, smoke detectors, emergency repairs, painting and tool lending

Matrix Code	Total Expenditures	Total Units Assisted	Average Cost
14A	$91,835.51	4	$22,958.87
14B	$0.00	0	$0.00
14C	$0.00	0	$0.00
14D	$0.00	0	$0.00
14F	$0.00	0	$0.00
14G	$0.00	0	$0.00
14H	$0.00	0	$0.00
14I	$0.00	0	$0.00
16A	$0.00	0	$0.00
Totals	**$91,835.51**	**4**	**$22,958.87**

* Units Assisted and Expenditures displayed for these categories will be duplicated in other asterisked categories if a grantee performed more than one of these functions for any activity.

CDBG Housing Rehabilitation Report

MERCED, CA

CDBG Rental Housing Rehabilitation Activities Completed During Fiscal Year 2017

Total

Matrix Code	Total Expenditures	Total Units Assisted	Average Cost
14A	$0.00	0	$0.00
14B	$0.00	0	$0.00
14C	$0.00	0	$0.00
14D	$0.00	0	$0.00
14F	$0.00	0	$0.00
14G	$220,000.00	1	$220,000.00
14H	$0.00	0	$0.00
14I	$0.00	0	$0.00
16A	$0.00	0	$0.00
Totals	**$220,000.00**	**1**	**$220,000.00**

Excluding security devices, smoke detectors, emergency repairs, painting and tool lending

Matrix Code	Total Expenditures	Total Units Assisted	Average Cost
14A	$0.00	0	$0.00
14B	$0.00	0	$0.00
14C	$0.00	0	$0.00
14D	$0.00	0	$0.00
14F	$0.00	0	$0.00
14G	$220,000.00	1	$220,000.00
14H	$0.00	0	$0.00
14I	$0.00	0	$0.00
16A	$0.00	0	$0.00
Totals	**$220,000.00**	**1**	**$220,000.00**

* Units Assisted and Expenditures displayed for these categories will be duplicated in other asterisked categories if a grantee performed more than one of these functions for any activity.

CAPER - Proof of Publication

MERCED SUN-STAR | ENTERPRISE

CHOWCHILLA NEWS | Chronicle | Atwater Signal | Vida

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Cols	Lines
338576	0003808857	CAPER PUBLIC NOTICE MARK HAMILTON	MS CAPER MARK HAMILTON	2	41

Attention:

CITY OF MERCED HOUSING DIVISION
678 W. 18TH ST.
MERCED, CA 95340

PUBLIC NOTICE FOR HOUSING AND URBAN DEVELOPMENT
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT (CAPER)

A hearing will be held before the Merced City Council at 6:00 P.M. on Wednesday, September 12, 2018, to review the Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2017/18. All that matter shall will be taken from any oral or regarding the CAPER and the related expenditure recommendations for Community Development Block Grant (CDBG) funds.

The CAPER document summarizes how the City spent Federal funds on affordable housing and community services projects and programs to benefit low and moderate income residents. Please feel free to pick up a copy of the City's Housing Programs, third floor, Merced Civic Center, 678 W. 18th Street. Search and Rescue to the document is available upon request.

The City of Merced's HUD Consolidated Annual Performance and Evaluation Report (CAPER) is on the period of July 1, 2017 through June 30, 2018. A draft version of this document will be available from August 28, 2018 to September 12, 2018 for review and comment. For additional information, please contact the City of Merced Housing Program at (209) 385-6913 or e-mail hamiltonm@cityofmerced.org.

The City of Merced is seeking input from citizens regarding whether the City was able to achieve the Housing Goals and Outcomes identified in the 2017 HUD Annual Action Plan for the Fiscal Year 2017/18. A public meeting will be held on September 5, 2018.

The public hearing meeting is scheduled at the time shown below:

Date:	Time:	Location:
Thursday, September 6, 2018	5:00 p.m.	Engineering/Housing Conference Room, 3rd Floor Merced City Hall 678 West 18th Street

For special accommodations (i.e. translators) and more information, please call the City's Housing Program at (209) 385-6913.

MP 9/28/18 1/2

Declaration of Publication
2015.5 C.C.P.

STATE OF CALIFORNIA)
) ss.
County of Merced)

I am a citizen of the United States. I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Merced Sun-Star, a newspaper of general circulation, printed and published in the city of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of July 14, 1954 Case Number 23224 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

August 16, 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Merced, California on:

Date: 16th, day of August, 2018

Signature

Proof of Publication: Merced Sun-Star, PO Box 736, Merced, CA 95341 - Telephone (209) 722-1511 Adjudged a newspaper of general circulation by court decree No. 23224 dated July 14, 1954

PROOF OF PUBLICATION

(2015.5 C.C.P)

Proof of Publication of

STATE OF CALIFORNIA)
)ss.
)

COUNTY OF MERCED

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the printer/foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

LEGAL NOTICE #4818

PUBLIC NOTICE

Publication Date: 08-23-2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: 21stof August, 2018

Proof of Publication - Merced County Times, 2221 K St., Merced, California,
Adjudged a newspaper of general circulation by court decree N

This space is for the County Clerk's Filing Stamp

Copy of notice here

Legal#4818
PUBLIC NOTICE FOR HOUSING AND URBAN DEVELOPMENT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT(CAPER) A Hearing will be held before the Merced City Council at 6:00 P.M. on Monday, September 17, 2018, to review the Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2017/18. At that meeting, input will be taken from the public regarding the CAPER and the revised expenditure recommendations for Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.The CAPER document summarizes how the City spent Federal funds on affordable housing and community service projects, and programs to benefit low and moderate income residents. Please feel free to pick up a copy at the City of Merced housing Program, third floor, Merced Civic Center, 678 W. 18th Street. Spanish and Hmong access to the document is available upon request. The City of Merced's HUD Consolidated Annual Performance and Evaluation Report (CAPER) is for the period of July 1, 2017 through June 30, 2018. A draft version of this document will

LEGAL NOTICE #4818

PUBLIC NOTICE

Publication Date: 08-23-2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: 21stof August, 2018

Proof of Publicatior - Merced County Times, 2221 K St., Merced, California, 95
Adjudged a newspaper of general circulation by court decree No

the Fiscal Year 2017/18. At that meeting, input will be taken from the public regarding the CAPER and the revised expenditure recommendations for Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.The CAPER document summarizes how the City spent Federal funds on affordable housing and community service projects. and programs to benefit low and moderate income residents. Please feel free to pick up a copy at the City of Merced Housing Program, third floor, Merced Civic Center, 678 W. 18th Street. Spanish and Hmong access to the document is available upon request. The City of Merced's HUD Consolidated Annual Performance and Evaluation Report (CAPER) is for the period of July 1, 2017 through June 30, 2018. A draft version of this document will be available from August 31, 2018 to September 17,2018 for review and comment. For additional information or special accommodations (i.e. translators) and more information, please contact the City of Merced Housing Program at (209) 385-6863 or e-mail hamiltonm@city-ofmerced.org. The City of Merced is seeking input from citizens regarding whether the City wasable to achieve the Housing Goals and Outcomes identified in the 2017 HUDAnnual Action Plan for the Fiscal Year 2017/18. A public meeting will be held on September 6, 2018 at 3:00 pm. Engineering/Housing Conference Room, 2nd FloorMerced City Hall, 678 West 18th StreetFor special accommodations (i.e. translators) and more information, please call the City's Housing Program at (209) 385-6863

Hamilton, Mark

From:	Greene, Kirk
Sent:	Wednesday, August 15, 2018 9:48 AM
To:	Hamilton, Mark
Cc:	Trosidder, John; Levesque, Jennifer
Subject:	RE: Public Notice - Caper Availability

August 15, 2018

Good morning, Mark:

I have posted this public notice at the top of the City's Public Hearings webpage.

Take care,

Kirk

From: Hamilton, Mark
Sent: Tuesday, August 14, 2018 1:53 PM
To: Greene, Kirk <GreeneK@cityofmerced.org>
Subject: FW: Public Notice - Caper Availability

Good Afternoon,

The attached is one more Public Notice will need to be published by the Housing Division (City of Merced).

Please post the attached notice on the City's Website.

Please send a confirmation email of posting! If you have any questions, please call my extension x8989. Thank you…

Regards,

Mark Hamilton
Housing Program Supervisor
(209) 385-6854 – Main
(209) 388-8989 – Direct

1

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING THE 2017-2018 PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

WHEREAS, the City of Merced operated the Community Development Block Grant Program (CDBG), and the Home Investment Partnerships Grant Program (HOME) for the 2017-2018 Program Year; and

WHEREAS, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2017-2018 Program Year; and

WHEREAS, the City must also certify that it is complying with HUD requirements for the use of CDBG and HOME funds; and

WHEREAS, the City spent approximately $940,000 in CDBG and HOME funds during the 2017-2018 Program Year; 100% of the funds were used to assist households with incomes at or below 120% of median income; and,

WHEREAS, The City Manager is the certifying officer for all HUD reports and transactions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Merced hereby approves the attached 2017-2018 Program Year Consolidated Annual Performance and Evaluation Report (CAPER), and authorizes the City Manager to submit the same to HUD on behalf of the City of Merced.

///

///

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

8-7-2018
City Attorney Date

X:\Resolutions\2018\Housing\Approving CAPER for 17-18.doc

ADMINISTRATIVE REPORT

Agenda Item K.2. Meeting Date: 9/17/2018

Report Prepared by: Julie Nelson, Associate Planner, Planning Department

SUBJECT: Public Hearing - Annexation and Pre-Zoning Application #15-01, General Plan Amendment #15-04, and Pre-Annexation Development Agreement, Initiated by Louann Bianchi, and Quad LLC, Property Owners

REPORT IN BRIEF

Considers approval of the proposed annexation of 8.83 acres of land generally located at the northwest and southwest corners of North Highway 59 and Santa Fe Drive, along with changes in the General Plan designation, pre-zoning, and approval of a Pre-Annexation Development Agreement.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2018-60**, a Resolution of the City Council of the City of Merced, California, approving a Mitigated Negative Declaration for Annexation #15-01, Pre-Zoning Application #15-01, and General Plan Amendment #15-04 for 7.83 acres of land generally located at the northwest corner of North Highway 59 and Santa Fe Drive and 1.0 acre of land generally located at the southwest corner of North Highway 59 and Santa Fe Drive and approving General Plan Amendment #15-05 for the 7.83 acres of land generally located at the northwest corner of North Highway 59 and Santa Fe Drive changing the General Plan land use designation from Open Space (OS) to Thoroughfare Commercial (CT); and,

B. Approving **Resolution 2018-61**, a Resolution of the City Council of the City of Merced, California, to the Local Agency Formation Commission for the annexation of uninhabited property located at the northwest and southwest corners of North Highway 59 and Santa Fe Drive, as described herein; and,

C. Introducing **Ordinance 2494**, an Ordinance of the City Council of the City of Merced, California, amending the official zoning map by Pre-zoning land generally located at the northwest corner of North Highway 59 and Santa Fe Drive as Thoroughfare Commercial (C-T) and the land generally located at the southwest corner of North Highway 59 and Santa Fe Drive as Light Industrial (I-L); and,

D. Introducing **Ordinance 2495**, an Ordinance of the City Council of the City of Merced, California, approving a Pre-Annexation Development Agreement between the City of Merced and Lou Ann Bianchi for the Highway 59 and Santa Fe Annexation.

ALTERNATIVES

1. Approve the request as recommended by the Planning Commission and staff; or,
2. Approve subject to modifications as conditioned by the City Council; or,
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

The State of California's Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, outlines the procedures governing the annexation of uninhabited territory to local jurisdictions. Title 19 of the Merced Municipal Code outlines environmental review procedures and Title 20 of the Merced Municipal Code (Zoning) regulates the use of land within the Thoroughfare Commercial (C-T) zone. Pre-annexation development agreements are authorized by Government Code Section 65864 *et seq.* and Merced Municipal Code Section 20.86.150.

DISCUSSION

Project Description

This a request to annex and pre-zone approximately 8.83 acres of land generally located at the northwest and southwest corners of North Highway 59 and Santa Fe Drive (Attachment 1). The proposal also includes a General Plan Amendment for the northwest corner of North Highway 59 and Santa Fe Drive to change the General Plan land use designation from Open Space (OS) to Thoroughfare Commercial (CT). The proposed pre-zoning designations would be Light Industrial (I-L) for the southwest corner which is consistent with the current General Plan designation, and Thoroughfare Commercial (C-T) for the northwest corner which would be consistent with the General Plan designation if the proposed General Plan Amendment is approved.

The annexation area is bounded by and includes Black Rascal Creek to the north, the Burlington Northern Santa Fe (BNSF) Railroad to the south, and North Highway 59 to the east. Vacant county land is located to the west of the annexation area. The annexation area is divided by Santa Fe Drive splitting the northern portion of the annexation area (7.83 acres) from the southern portion (1.0 acre). The property located at the southwest corner of North Highway 59 and Santa Fe Drive (3065 N. Hwy 59) is developed with a wholesale/retail business (Horizon). The 7.83 acres of land at the northwest corner of North Highway 59 and Santa Fe are currently vacant. The vacant land is comprised of two separate parcels - Assessor's Parcel Number (APN): 057-200-067 contains 7.4 acres and APN: 057-200-029 contains 0.43 acres.

Proposed/Future Development

The owner of the property at the northwest corner is in contract with a developer to purchase and develop approximately 2.5 acres of the existing 7.4-acre parcel. The 7.4 acres would be subdivided into three separate parcels (refer to the Tentative Map at Attachment 2) with the developer purchasing Parcel 1 and Parcel 4 for development (Phase One). The remainder of the property would be developed in the future as Phase Two.

Phase One of the development would consist of a 3,764-square-foot convenience market (AM/PM), a gas station with 8 pumps (16 fueling positions), a car wash, and a 3,462-square-foot fast food restaurant with 110 seats and a drive-thru (refer to the Site Plan at Attachment 3). Parcel 4 would be developed with a drive-thru coffee shop/kiosk.

Phase Two could include a 2,695-square-foot fast-food restaurant at the western edge of the site on Parcel 2. The remainder of the site would be for the future development of commercial space totaling approximately 32,000 square feet. Development of Phase Two remains speculative at this time. The owner does not have a developer interested in constructing Phase Two. However, for CEQA Environmental Review purposes, uses were identified and analyzed as part of the annexation.

Uses allowed within the remainder of the development would be consistent with the Thoroughfare Commercial (C-T) zone and could include:

- Retail, General (i.e., drug stores, general merchandise stores, pet stores, department stores, etc.)
- Business Support Services
- Indoor Commercial Recreation, except multi-screen (6 or more) movie theaters
- Vehicle Sales
- Warehousing, Wholesaling, and Distribution

For a full list of permitted uses as well as conditional uses and uses allowed with Site Plan Review, refer to the Table at Attachment 4.

No development is planned for the 0.43-acre parcel (Parcel 3) at the northeast corner of the site.

The existing use at the southwest corner of North Highway 59 and Santa Fe Drive will remain unchanged. The pre-zoning designation for the site is Light Industrial (I-L) which is consistent with the current General Plan designation of Industrial (IL). For a full listing of uses allowed within the I-L zone, please refer to the table at Attachment 5.

Background

The annexation area is comprised of the northwest corner and southwest corner of North Highway 59 and Santa Fe Drive. The northwest corner of Santa Fe Drive has been vacant for many years. This property was previously identified by FEMA as an area within a floodway. Therefore, development on this property was not feasible, and the property was given a General Plan designation of Open Space (OS). However, in 2014, FEMA revised the floodway and removed the majority of this property out of the floodway making it possible to be developed (Attachment 6).

The southwest corner has been developed for many years with similar retail/wholesale businesses operating from the site.

The annexation process is a very lengthy process. It takes time to gather all the necessary documents for the environmental review process and to work out design details. City staff has been working with the applicant to obtain this information and to refine their design in order to move the

annexation forward.

General Plan Compliance/Review Criteria

General Plan Policy UE-1.3 and Implementing Action 1.3.g requires that annexation requests be evaluated against certain criteria. Below is an evaluation of the proposed annexation against those criteria:

Criteria 1

Is the area contiguous to the Current City Limits and within the City's Specific Urban Development Plan (SUDP)/Sphere of Influence (SOI)? Do the annexed lands form a logical and efficient City limit and include older areas where appropriate to minimize the formation of unincorporated peninsulas?

Evaluation

The proposed annexation area is contiguous to the existing City Limits to east and south (see map at Attachment 1). The annexation area is on the western edge of the City Limits. The annexation would form a logical and efficient boundary and does not create any new islands or peninsulas.

Criteria 2

Is the proposed development consistent with the land use classification on the General Plan Land Use Diagram (Figure 3.1)?

Evaluation

The property at the southwest corner of the annexation area is consistent with the land use classification (IND) of the General Plan diagram. The northwest corner is currently designated as Open Space. However, the proposed General Plan Amendment would change the designation to Thoroughfare Commercial (CT) which would be consistent with the proposed development on that site.

Criteria 3

Can the proposed development be served by the City water, sewer, storm drainage, fire and police protection, parks, and street systems to meet acceptable standards and service levels without requiring improvements and additional costs to the City beyond which the developer will consent to provide or mitigate?

Evaluation

The City would be able to provide all services to the annexation area. All new development within the annexation area would be required to annex into the City's Community Facilities District (CFD) for services which would cover the costs of Police and Fire protection. Public Facilities Impact Fees would also be paid that would help fund future police and fire stations, parks and street

improvements.

Criteria 4

Will this annexation result in the premature conversion of prime agricultural land as defined in the Important Farmland Map of the State Mapping and Monitoring Program? If so, are there alternative locations where this development could take place without converting prime soils?

Evaluation

The annexation area is not listed as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency.

Criteria 5

Will a non-agricultural use create conflict with adjacent or nearby agricultural uses? If so, how can these conflicts be mitigated?

Evaluation

The proposed development would not conflict with any nearby agricultural uses. The land directly to the north of the site is currently vacant. Beyond the vacant land is property planted with almond trees. Other than this use, there are no other agricultural uses nearby. Therefore, there would be no conflict with agricultural uses.

Criteria 6

Does the annexation area help the City reach one of the following goals?

a) Does annexation of the area bring the City closer to annexation of the UC Merced campus and University Community?
b) Does the area contain significant amounts of job-generating land uses, such as industrial, commercial, office, and business/research and development parks?
c) Does the project provide key infrastructure facilities or other desirable amenities such as the extension of major roads, utility trunk lines, parks and recreational facilities, etc.?

Evaluation

a) The proposed annexation does not bring the City closer to annexation of the UC or UC Community area. This annexation is on the western edge of the City approximately 7 miles from UC Merced.

b) The proposed commercial development at the northwest corner of North Highway 59 and Santa Fe would generate a small number of jobs within the City. The first phase of the development would include a fast-food restaurant, gas station/mini-market/car

wash, and drive-thru coffee kiosk. The jobs generated by these uses would typically be part-time jobs, but would include some full-time jobs. The future development of Phase Two would most likely include more retail-type uses. The exact number of jobs created is not currently available, but it is certain that new jobs would be available due to development of this site.

c) The development proposed for the northwest corner of North Highway 59 and Santa Fe Drive would be required to extend utility services across the full length of the project frontage as development occurs.

Traffic/Circulation

The proposed development at the northwest corner includes two driveways on Santa Fe Drive and one on Highway 59. A traffic analysis was prepared by Ken Anderson and Associates (KDA) which analyzed the traffic generated by the proposed uses and the proposed access to the site. The traffic analysis is available at Attachment L of the Initial Study found at Attachment 7. Caltrans reviewed the traffic analysis and is in agreement with the analysis and proposed mitigation measures.

The eastern driveway along Santa Fe Drive (serving Parcel One) was originally proposed to allow right-in/right-out movements. However, based on comments received through the Environmental Review process, it was determined this driveway should be limited to be an entrance-only access or a continuous auxiliary acceleration-deceleration lane would be required between the eastern and western driveways on Santa Fe Drive (refer to Mitigation Measure TRA-1 at Attachment O of the Initial Study found at Attachment 7). Additionally, a two-way left-turn (TWLT) lane would be required east of the western access to help improve the Level of Service by accommodating two-step left turns (Mitigation Measure TRA-1). A traffic signal may be required at the western driveway in the future if it's determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal would be the responsibility of the owner/developer (Mitigation Measure TRA-1).

The driveway on Highway 59 would allow right-in/right-out turning movements. Mitigation Measure TRA-1a requires the left-turn lane on Highway 59 be lengthened to accommodate the additional traffic from the site. Caltrans reviewed the project and is in agreement with the proposed design and mitigation measures.

Other traffic-related mitigation measures include the following (Mitigation Measure TRA-1b):

- Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,
- Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,
- Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.

Public Improvements/City Services

Streets/Sidewalks/Curb/Gutter

Santa Fe Drive and North Highway 59 shall be widened to the full width along the north side of Santa Fe Drive and the west side of Highway 59 as part of the development of the retail center. All public improvements shall be installed in this area including, but not limited to, sidewalk, curb, gutter, street lights, and street trees [Condition #13 of Planning Commission Resolution #3095 (all conditions of approval are also included in the Pre-Annexation Development Agreement)]. The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way (Condition #14 of Planning Commission Resolution #3095).

Sewer/Water

The City's current water and wastewater system is capable of handling the annexation area and future development of the proposed project at the northwest corner of North Highway 59 and Santa Fe Drive. There is an existing sewer line in Olive Avenue. The project would be required to extend the main line to their site and across the entire frontage of their property (approximately 1,000 feet) as development occurs. A sewer line also exists in Highway 59, south of Olive Avenue,that would serve the existing development in that area.

There is a water line in North Highway 59 which extends along the property frontage within the entire annexation area. This water line would serve both the existing development and future development.

Storm Drainage

Any future development within the annexation area would be required to provide on-site storm drainage facilities that would connect to the City's storm drain system (Condition #18 of Planning Commission Resolution #3095). Details regarding this system would be addressed prior to issuance of any building permits for development. Prior to the issuance of a building permit for this project, the applicant would be required to demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit (Mitigation Measure HYD-5 and Condition #15 of Planning Commission Resolution #3095).

Police and Fire Protection

The annexation area is located within the City's Police and Fire emergency response times. All new construction within the annexation area would be required to annex into the City's Community Facilities District (CFD) for services which helps cover the cost of Police and Fire response. In addition, all new development would be required to pay the City's Public Facilities Impact Fees (PFIF) to help fund future Police and Fire stations.

Parks and Recreation

The existing use and proposed uses within the annexation area are all commercial or industrial in nature. These uses would not produce a need for additional parks and recreation facilities.

However, a portion of the PFIF fees paid go towards the development of new parks within the City.

Neighborhood Impact

Public hearing notices were mailed to all property owners within 300 feet of the annexation area. To date, no one has expressed any concerns with the proposed annexation or subsequent development.

Timeliness of Annexation

This annexation would be the first since the Mather Road Annexation in 2009. In 2016, the City and County reached an agreement for a new Revenue Sharing Agreement which paved the way for new annexations.

Pre-Annexation Development Agreement

Section 20.86.150 of the Zoning Ordinance requires a property owner to enter into a Pre-Annexation Development Agreement prior to annexation. This agreement shall not become operative unless annexation proceedings are completed by the Local Agency Formation Commission (LAFCO). The Pre-Annexation Development Agreement (Attachment 11) has been signed by the property owner on the northwest corner where future development would occur. Because the southwest corner is already developed, a Pre-annexation Development Agreement is not required. The Pre-annexation Development Agreement binds the owner and her successors to certain conditions and requirements related to the development of the land.

Environmental Clearance

The Planning staff has conducted an environmental review (Initial Study #15-36) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Draft Mitigated Negative Declaration (i.e., no significant effects in this case because of the mitigation measures and/or modifications described in Initial Study #15-36 is being recommended (Attachment 7). The Initial Study was available for review prior to the Planning Commission meeting on June 6, 2018. During that time, comments were received from the San Joaquin Valley Air Pollution Control District (SJVAPCD), the Merced County Economic and Community Development Department, and Merced County LAFCo. A response to their comments and an errata sheet of changes made to the Initial Study are found at Attachments P and Q of the Initial Study found at Attachment 7.

Planning Commission

The Planning Commission held a duly noticed public hearing on this matter on June 6, 2018. At the meeting, the project proponent spoke in favor of the project and no one spoke in opposition. The Planning Commission voted 5 ayes, 1 no (1 vacancy) to recommend approval of this project. Planning Commission Resolution #3095 may be found at Attachment 8. The Planning Commission Staff Report is available at Attachment 9 and a minutes excerpt from the Planning Commission meeting is available at Attachment 10.

City Council Action

The Planning Commission and Planning Staff recommend approval of Environmental Review #15-36, an application to LAFCo regarding Annexation and Pre-Zoning Applications #15-01, and General Plan Amendment #15-04. In order for the Council to approve these items, a motion should be made to adopt the Resolutions at Attachments 12 and 13 and introduce the Ordinances at Attachments 14 and 15.

IMPACT ON CITY RESOURCES

Any new development within the annexation area would be required to annex into the City's Community Facilities District (CFD) for Services to help cover the costs of Police and Fire protection, landscape maintenance, storm drain maintenance, and the costs for street lights. Additionally, all new construction pays impact fees as part of the City's Public Facilities Financing Plan, which helps pay for Police and Fire stations, parks, streets, bridges, and traffic signals.

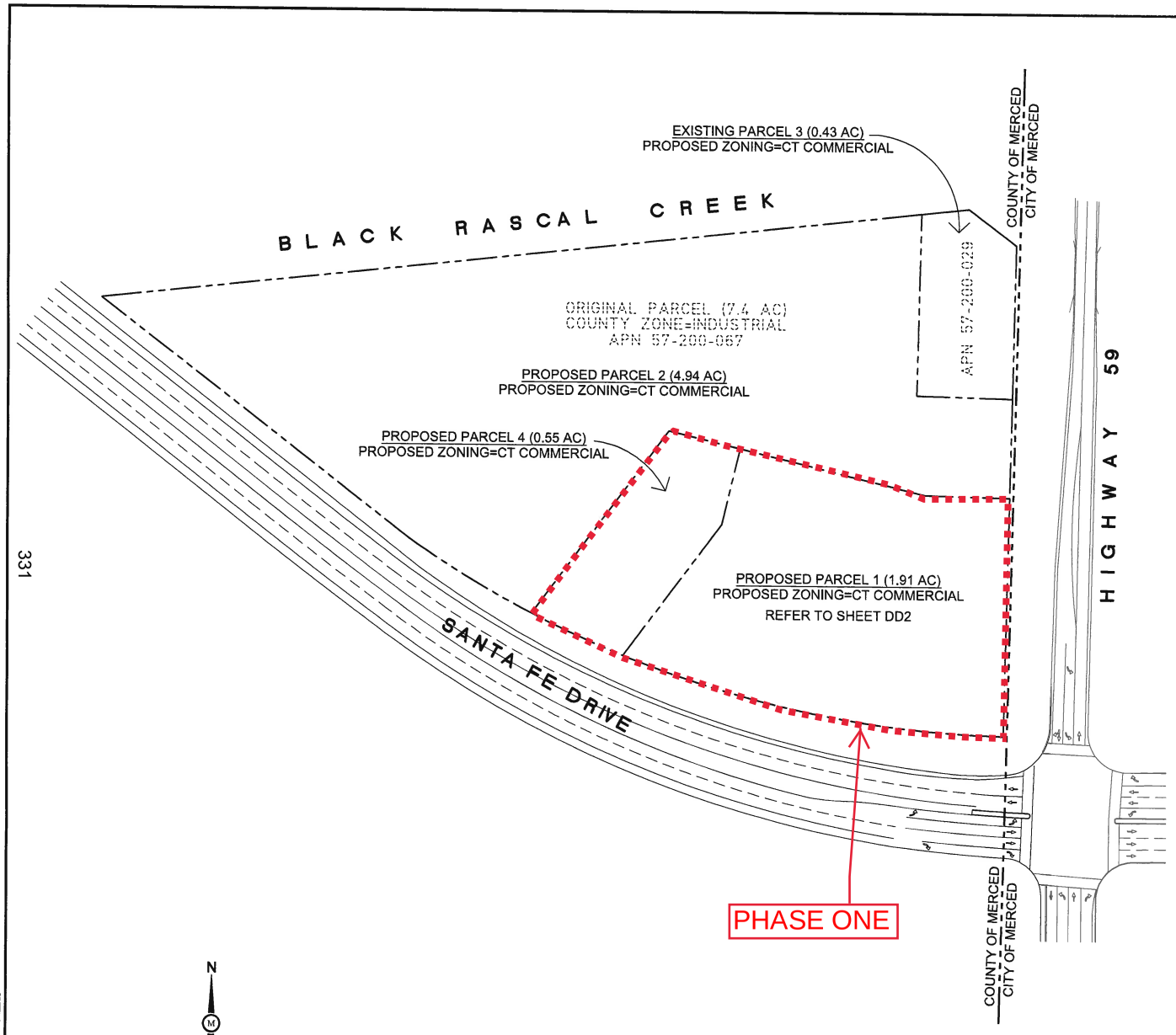
The southwest corner would not be paying any fees at this time since they are not proposing any development.

The annexation of land into the City would increase the demand for City services. However, this area is not proposed for residential development, so the impact to sewer and water facilities would not be significant. The biggest impact would be to the Police and Fire Departments due to the increase in coverage area. The northwest corner would be contributing to these costs as development occurs. It is unlikely the southwest corner would develop any further in the near future, so there would be no cost recovery for services to this portion of the annexation area.

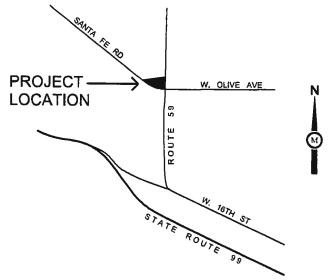
ATTACHMENTS

1. Location Map
2. Tentative Map
3. Site Plan
4. Zoning Table - Commercial Uses
5. Zoning Table - Industrial Uses
6. Flood Zone
7. Initial Study
8. Planning Commission Resolution #3095
9. Planning Commission Staff Report
10. Planning Commission Minutes Excerpt
11. Pre-Annexation Development Agreement
12. Draft Resolution Approving Applications
13. Draft Resolution to LAFCo
14. Draft Ordinance amending Zoning Map
15. Draft Ordinance approving Pre-Annexation Development Agreement


Black Rascal Creek
BLACK RASCAL BP
SANTA FE
SANTA FE
C-T
I-L
59
330
OLIVE
N
Legend
Proposed Annexation Boundary
railroad
City Limit
Proposed Zone
Throughfare Commercial (C-T)
Light Industrial (I-L)



PROPOSED TENTATIVE MAP
SCALE: 1" = 50'



VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	4
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, GASOLINE SALES, CARWASH, COFFEE DRIVE THRU, AND QUICK SERVE RESTAURANT (QSR) W/ DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	7,226	1.91
2	FUTURE DEVELOPMENT	4.94
3	FUTURE DEVELOPMENT	0.43
4	FUTURE DEVELOPMENT	0.55
TOTAL	7,226	7.83

PROPERTY DESCRIPTION
A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT
NORCAL CAJUN FOODS II, INC.
CONTACT: SANDY MANN
2190 MERIDIAN PARK BLVD, STE. G
CONCORD, CA 94520
PHONE: (925) 446-6806

DESIGN FIRM
MILESTONE ASSOCIATES
CONTACT: JULIO TINAJERO
1000 LINCOLN ROAD, STE. H202
YUBA CITY, CA 95991
PHONE: (530) 755-4700

CLIENT:
NORCAL CAJUN FOODS, INC.
2190 MERIDIAN PARK BLVD, SUITE G
CONCORD, CA 94520
CONTACT: SURINA MANN
PHONE: (925) 446-6806

ARCO
BP WEST COAST PRODUCTS, LLC

Milestone Associates

NO.	DATE	REVISION DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

SEAL

DEVELOPMENT INFORMATION:
ARCO NTI
3800 AM/PM
PROTOTYPE

SITE ADDRESS:
SANTA FE DRIVE
HIGHWAY 59
MERCED, CA

FACILITY # TBD

DESIGNED BY:	ARCO
CHECKED BY:	JT
DRAWN BY:	STAFF
VERSION: 07-07-16	PROJECT NO: 15-916

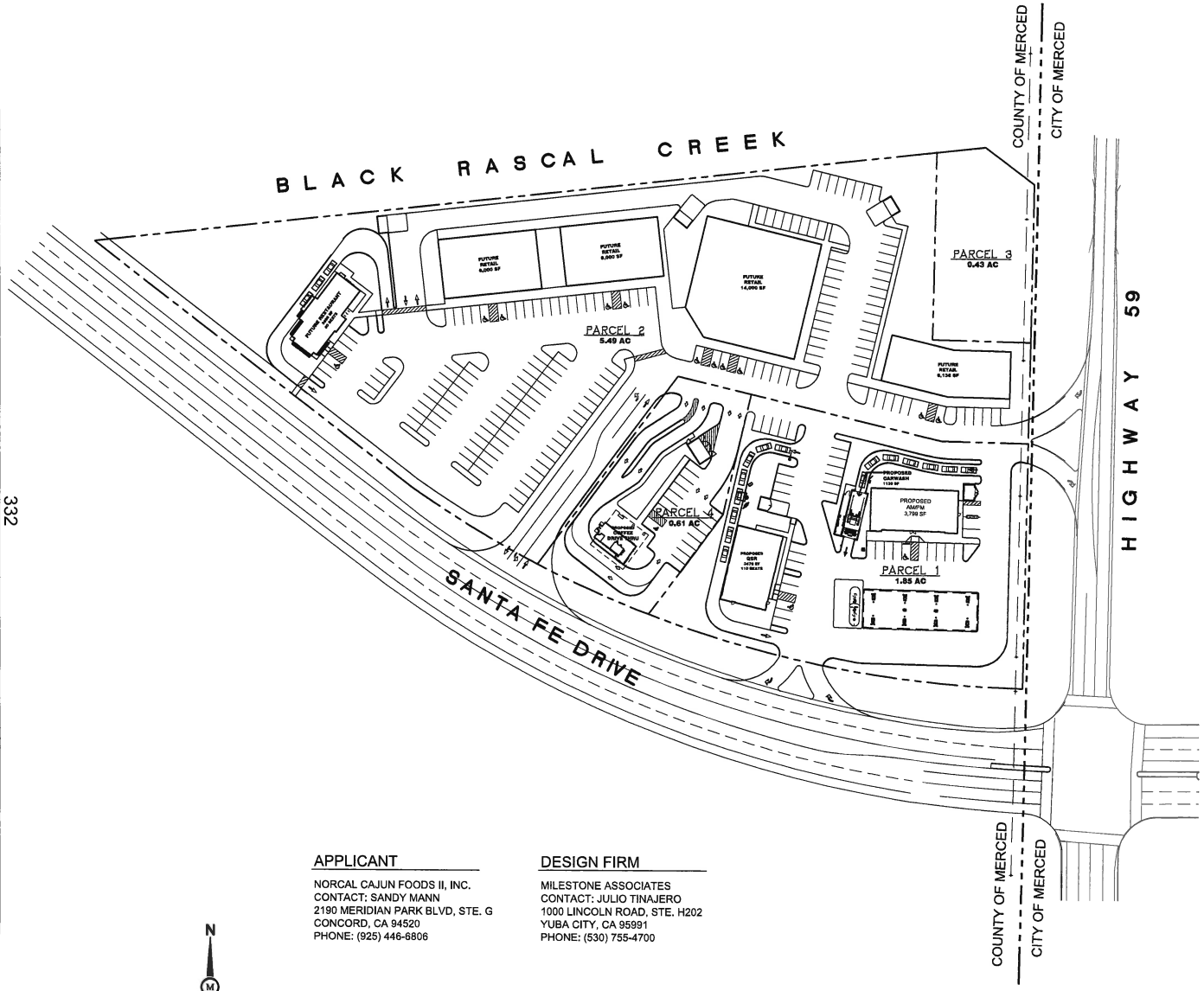
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TENTATIVE MAP

SHEET NO:
TM

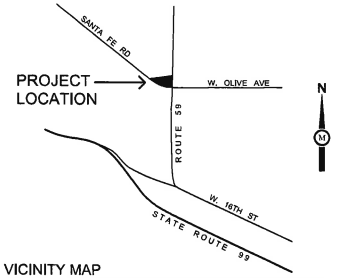
SUBMITTAL DATE: 1-19-18

331

07/07/16 PLANNING REVISION
02/29/16 PLANNING RELEASE



OVERALL PROJECT SITE
SCALE: 1" = 50'



VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	4
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, FUEL SALES, CARWASH, QUICK SERVE RESTAURANT, WITH DRIVE THRU (QSR), AND COFFEE DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	FUEL / QSR	1.85
2	FUTURE DEVELOPMENT	4.94
3	FUTURE DEVELOPMENT	0.43
4	FUTURE DEVELOPMENT	0.61
TOTAL	7,275	7.83

PARCEL 1 PARKING DATA:

REQUIRED:	
C-STORE (3799/250 SF):	15 SPACES
QSR (110 SEATS/2.5):	44 SPACES
CARWASH	2 SPACES
REQUIRED:	61 SPACES
PROVIDED:	
STANDARD SPACE (9'x20')	35 SPACES
SPACES AT FUEL PUMPS	16 SPACES
RECIPROCAL SPACES	8 SPACES
ACCESSIBLE SPACE (9'x20')	2 SPACES
PROVIDED:	61 SPACES

PROPERTY DESCRIPTION

A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT

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ARCO
BP WEST COAST PRODUCTS, LLC

Milestone Associates

NO.	DATE	REVISION DESCRIPTION
1		
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7		
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10		
11		
12		

SEAL:

DEVELOPMENT INFORMATION:
ARCO NTI
3800 AM/PM
PROTOTYPE

SITE ADDRESS:
SANTA FE DRIVE
HIGHWAY 59
MERCED, CA
FACILITY # TBD

DESIGNED BY:	ARCO
CHECKED BY:	JT
DRAWN BY:	STAFF
VERSION: 07-07-16	PROJECT NO: 15-916

DRAWING TITLE:
OVERALL SITE PLAN

SHEET NO:
DD1

SUBMITTAL DATE: 1-19-18

02/02/18 PROVISIONAL REVISION
02/25/18 PROVISIONAL RELEASE

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Chapter 20.10 - COMMERCIAL ZONING DISTRICTS

Sections:

20.10.010 Purpose of the Commercial Zoning Districts

20.10.020 Land Use Regulations for Commercial Zoning Districts

20.10.030 Development Standards and Guidelines for Commercial Zoning Districts

20.10.010 Purpose of the Commercial Zoning Districts

A. Neighborhood Commercial (C-N). The C-N zoning district provides areas for shopping centers and other commercial uses that serve the day-to-day needs of residential neighborhoods. The C-N districts shall have a minimum area of three acres and shall be located only where analysis of the residential population demonstrates that the facilities are justified.

B. Shopping Center Commercial (C-SC). The C-SC zoning district provides areas for grocery stores, supermarkets, and other retail establishments selling groceries to serve local residents as well as the larger regional market. The C-SC districts shall have a minimum area of five acres.

C. Regional/Central Commercial (C-C). The C-C zoning district provides areas for a diversity of commercial and residential land uses in the central business district and regional centers. These uses help to support a vibrant retail destination, provide jobs for residents, and accommodate commercial and service uses to meet the needs of community and regional businesses and residents.

D. Office Commercial (C-O). The C-O zoning district provides a location for a broad range of office uses including professional offices, business offices, medical offices, and regional or "back" offices. The C-O zoning district can also accommodate limited "accessory" restaurant, retail, and service uses that cater to the needs of on-site employees and visitors.

E. Thoroughfare Commercial (C-T). The C-T zoning district provides areas for auto-oriented commercial uses that accommodate the needs of people traveling on highways and local motorists. The C-T zoning district also accommodates large recreational facilities and heavy commercial uses that benefit from proximity to the highway.

F. General Commercial (C-G). The C-G zoning district provides areas for heavy commercial and light industrial uses that may impact neighboring uses and often require large parcels and benefit from separation from retail uses. The C-G districts are to be established in areas of four acres or larger.

G. Business Park (B-P). The B-P zoning district provides a location for employment-intensive uses within an attractive campus-like setting. The B-P zoning district shall primarily allow "back" offices, research and development businesses but also limited commercial retail uses to serve employees in the area. The B-P zoning district shall have a minimum area of five acres.

20.10.020 Land Use Regulations for Commercial Zoning Districts

A. Permitted Uses. Table 20.10-1 identifies land uses permitted in commercial zoning districts.

TABLE 20.10-1 PERMITTED LAND USES IN THE COMMERCIAL ZONING DISTRICTS

Key	Zoning District [1]							
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
RESIDENTIAL USES								
Group/Transitional/Supportive Housing	X	X	P [3]	X	X	X	X	
Live/Work Units	C	C	P [2]	X	X	X	X	Sec. 20.44.080
Multiple-Family Dwellings	C	C	P	X	X	X	X	
Residential Care Facilities, Small *(6 or Less)*	X	X	P [3]	X	X	X	X	
Residential Care Facilities, Large *(More than 6 residents)*	X	X	P [3]	X	X	X	X	
Single-Room Occupancy	X	X	P [3]	X	X	X	X	Sec. 20.44.120
COMMUNITY USES								
Community Assembly	C	C	C	X	C	C	C	
Community Garden	SP	SP	SP	X	X	SP	X	
Colleges and Trade Schools	C	C	C	X	X	C	C	
Convalescent or Nursing Homes	C	C	C	X	X	X	X	
Cultural Institutions	C	C	C	X	C	C	C	
Day Care Centers (Children & Adults)	M	M	M	X	X	X	SP	
Emergency Shelters	X	X	C	X	C	P	X	Sec.20.44.150
Government Offices	P	P	P	X	C	C	C	
Hospitals and Surgery Centers	C	C	C	X	X	X	C	
Instructional Services	P	P	P	X	X	X	SP	
Medical Offices and Clinics	P	P	P	X	X	X	C	
Parks and Recreational Facilities	C	C	C	X	X	X	C	
Public Safety Facilities	SP	SP	P	C	SP	SP	SP	
Rehabilitation Centers	P	P [6]	P[10]	X	X	C	C	
Social Assistance Services	C	C	C	X	SP	P	X	

Key	Zoning District [1]							
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
COMMERCIAL USES								
Alcoholic Beverage Sales [7]	X	P [7][8]	P [7]	C [7][8]	P [7]	P [7]	SP [7]	Sec.20.44.010
Bail Bond Businesses	C	X	C [10]	X	C	C	C	
Bars and Nightclubs	X	C	C	X	C	C	C	
Banks, Retail	P	P	P	P [9]	SP	SP	SP	
Bed and Breakfast	X	X	C	X	C	C	X	Sec.20.44.030
Building Supplies/Home Improvement	X	X	C	X	SP	P	SP	
Business Support Services	X	C	M	X	P	P	SP	
Cardrooms [5]	X	X	C [5]	X	C [5]	C [5]	X	Chapter 9.08
Cemeteries and Mausoleums	X	X	C	X	C	P	X	
Check Cashing/Payday Loan Establishments	C	X	C [10]	X	C	C	C	Sec.20.44.040
Commercial Recreation, Indoor (Except Below)	X	SP	SP	X	P	SP	C	
Multi-Screen (6 or More) Movie Theaters	X	C	P	X	C	X	C	
Commercial Recreation, Outdoor	X	X	X	X	P	C	C	
Drive-Through and Drive-Up Sales	C	C	SP	X	P	P	SP	
Equipment Sales and Rental	X	X	X	X	P	P	SP	
Farmer's Market	C	SP	SP	SP	SP	SP	SP	Sec.20.50.030B
Flea Market	X	X	X	X	C	C	C	
Funeral Parlors and Mortuaries	C	C	C	X	C	P	C	
Gas and Service Stations/Car Washes	X	C	SP	C [9]	P	P	SP	Sec.20.44.070
Hotels and Motels	X	X	P	X	P	C	C	
Hookah Lounges	X	C	C	X	C	C	C	
Kennels	X	X	X	X	C	P	C	
Maintenance and Repair Services	X	X	X	X	P	P	SP	
Massage Establishments	C [16]	C [16]	C [16]	X	C [16]	C [16]	X	Chapter 5.44
Massage Therapy—Sole Practitioner	P[17]	P[17]	P[17]	X	C [16]	C [16]	X	Chapter 5.44
Medical Marijuana Dispensaries	C [19]	X	X	X	X	X	X	Sec. 20.44.170
Mobile Food Vendors	C	C	C [10]	X	SP [11]	SP	C	Sec. 5.54 & 20.44.020
Mobile Home Sales	X	X	X	X	P	P	SP	
Office, Professional	P	P	P	C [9]	SP	SP	SP	

Key	Zoning District [1]							
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
COMMERCIAL USES (Continued)								
Pawn Shops	X	X	C [10]	X	X	P	X	
Personal Services	SP	P	P	P [9]	SP	SP	SP [12]	
Retail, General	SP[12]	P	P	P [9]	P	SP	SP	
Restaurants	C [13]	P [8]	P	C [9]	P	M	SP [12] [13]	
Tattoo Parlors	X	SP	M	X	M	M	SP	
Tobacco Retailers [18]	X	P [18]	P [18]	P [18]	P [18]	P [18]	SP[18]	Sec.20.44.160
Vehicle Parts and Accessories Sales	X	P	P	X	P	P	SP	
Vehicle Rentals	X	X	M	X	P	P	SP	
Vehicle Repair and Maintenance, Major	X	X	X	X	C	P	C	
Vehicle Repair and Maintenance, Minor	X	SP	P	X	P	P	C	
Vehicle Sales	X	X	P [10] [14]	X	P	P	C	
INDUSTRIAL USES								
Manufacturing and Processing, General	X	X	X	X	X	M	C	
Manufacturing and Processing, Light	X	X	X	X	X	P	SP	
Research and Development	C	X	C	X	SP	SP	P	
Warehousing, Wholesaling, and Distribution	X	X	SP[15]	X	P	P	SP	
Wrecking & Salvage Establishments	X	X	X	X	C	C	X	Sec.20.44.140
TRANSPORTATION, COMMUNICATION, AND UTILITY USES								
Airports	X	X	X	X	C	C	C	
Freight Terminals	X	X	X	X	C	C	C	
Heliports	C	X	C	X	C	C	C	
Parking Facilities	P	P	P	P[9]	P	P	P	
Public/Mini Storage	X	X	X	X	M	M	SP	
Recycling Collection Facilities								Sec.20.44.090
Reverse Vending Machines	P	P	P	M[9]	P	P	P	
Small Collection Facilities	SP	SP	SP	SP[9]	SP	SP	SP	
Large Collection Facilities	X	X	X	X	C	C	C	
Utilities, Major	C	C	C	X	C	C	C	
Utilities, Minor	P	P	P	P[9]	P	P	P	
Wireless Communications Facilities	**See Chapter 20.58**							

Notes:

[1] A Site Plan Review Permit may be required per Chapter 20.32 (Interface Regulations) regardless of the uses shown in Table 20.10-1.

[2] Residential use on the ground floor is prohibited unless it is located on the back of the property where it is not visible or approved with a Conditional Use Permit.

[3] Prohibited as a single use. Permitted as part of a residential mixed-use project.

[4] Use shall not exceed 20,000 square feet.

[5] 24 hour operations limited to C-T and C-C zones per Chapter 9.08 (Gaming).

[6] Rehabilitation centers for drug, methadone, and alcohol are prohibited.

[7] A Conditional Use Permit is required for establishments smaller than 20,000 square feet.

[8] A Conditional Use Permit is required for alcoholic beverage sales for on-site consumption.

[9] Permitted only as part of a shopping center or other retail establishment with a minimum of 5,000 square feet of floor area devoted to the sale of groceries.

[10] Prohibited in the City Center area between 19th and 16th Streets and O Street and Martin Luther King, Jr. Way, including properties fronting on either side of each of the above streets, except vehicle sales showrooms can be allowed.



[11] Includes refreshment stands.

[12] Permitted only as an ancillary use to serve employees, not to occupy more than 5,000 square feet.

[13] Conditional Use Permit required unless the use is ancillary to a principal permitted use. For restaurants, Conditional Use Permit is required unless the uses are conducted in and entered from within the building with no outside advertising.

[14] A Site Plan Review Permit is required for used vehicle sales.

[15] Temporary warehousing and storage only is allowed per the requirements of Section 20.10.030(D).

[16] Provided that a massage establishment permit has not been revoked at that location within 12 months of the application for a conditional use permit and a massage establishment permit is obtained pursuant to Chapter 5.44.

[17] Must have valid certificate from State of California as a massage therapist or massage practitioner pursuant to the Massage Therapy Act (Business and Professions Code Section 4600 *et seq.)*.

[18] Prohibited within 1,000 feet of schools and other uses per Sec. 20.44.160, unless building over 20,000 square feet.

[19] Limited to no more than 4 dispensaries. Prohibited within 600 feet of schools; 500 feet of public parks, playgrounds, and sports fields; and 500 feet of youth centers, City-owned and operated recreational center, or public library. See Section 20.44.170 for details.

20.10.030 Development Standards and Guidelines for Commercial Zoning Districts

A. General Standards. Table 20.10-2 identifies development standards that apply to all parcels and structures located in commercial zoning districts. See Figure 20.10-1.

B. Outdoor Operation of Uses.

1. The outdoor operation of a land use in the C-C and C-N zoning districts shall require approval of a Site Plan Review Permit. Outdoor dining in accordance

Chapter 20.12 - Industrial Zoning Districts

Sections:	
20.12.010	Purpose of the Industrial Zoning Districts
20.12.020	Land Use Regulations for Industrial Zoning Districts
20.12.030	Development Standards for Industrial Zoning Districts

20.12.010 Purpose of the Industrial Zoning Districts

A. Light Industrial (I-L). The I-L zoning district provides areas for manufacturing, wholesale, and storage activities that meet City standards to ensure compatibility with surrounding areas and that maintain and strengthen the economic base of the City. I-L districts shall have a minimum size of 5 acres.

B. Heavy Industrial (I-H). The I-H zoning district provides areas for a full range of industrial land uses, including operations that necessitate the storage of hazardous or unsightly materials, and encourages sound industrial development by providing and protecting an environment exclusively to insure the protection of surrounding areas. I-H districts shall have a minimum size of 10 acres.

20.12.020 Land Use Regulations for Industrial Zoning Districts

A. Permitted Uses. Table 20.12-1 identifies land uses permitted in industrial zoning districts.

Table 20.12-1 Permitted Land Uses in the Industrial Zoning Districts

Key	Zoning District [1]		
P Permitted Use M Minor Use Permit Required SP Site Plan Review Permit Required C Conditional Use Permit Required X Use Not Allowed	I-L	I-H	Additional Regulations
Residential Uses			
Caretaker's Home	SP	X	
Community Uses			
Colleges and Trade Schools	C	X	
Instructional Services	C [2]	X	
Public Safety Facilities	SP	C	

Key	Zoning District [1]		
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	**I-L**	**I-H**	**Additional Regulations**
COMMERCIAL USES			
Adult Entertainment Businesses	**SP**	**SP**	Chapters 5.58 and 20.60
Building Supplies/Home Improvement Stores	**SP**	**X**	
Business Support Services	**SP**	**X**	
Commercial Cannabis Businesses	Refer to Table 20.44-1 in Section 20.44.170		
Equipment Sales and Rental	**SP**	**X**	
Gas and Service Stations/Car Washes	**SP [5]**	**SP [5]**	Section 20.44.070
Horticultural Nurseries, Retail	**C**	**X**	
Horticultural Nurseries, Wholesale	**SP**	**X**	
Mobile Food Vendors	**C**	**C**	Chapter 5.54 & 20.44.020
Restaurants	**C [4]**	**C [4]**	
Retail (Products Manufactured On-site Only)	**SP [3]**	**SP [3]**	
Vehicle Repair and Maintenance	**SP [5]**	**SP [5]**	
INDUSTRIAL USES			
Construction and Material Yards	**SP**	**SP**	
Manufacturing and Processing, Light	**SP**	**SP**	
Manufacturing and Processing, General	**SP**	**SP**	
Manufacturing and Processing, Heavy	**X**	**SP [6]**	Section 20.12.020.B
Research and Development	**SP**	**SP**	
Wrecking and Salvage Establishments	**X**	**C**	Section 20.44.140
TRANSPORTATION, COMMUNICATION, AND UTILITY USES			
Freight Terminals	**X**	**SP**	
Public/Mini Storage	**SP**	**X**	
Recycling Collection Facilities, Small	**SP**	**X**	Section 20.44.090
Recycling Collection Facilities, Large	**SP**	**SP**	Section 20.44.090
Recycling Processing Facilities	**SP**	**SP**	Section 20.44.090
Utilities, Major	**C**	**SP**	
Utilities, Minor	**SP**	**SP**	
Warehousing, Wholesaling and Distribution	**SP**	**SP**	
Wireless Communications Facilities	See Chapter 20.58		

Notes:

[1] A Site Plan Review Permit may be required per Chapter 20.32 (Interface Regulations) regardless of the uses shown in Table 20.12-1.

[2] Limited to fitness, gymnastics, and other similar recreational sports and health facilities.

[3] Permitted only as an ancillary showroom use for goods manufactured onsite, not to occupy more than 10 percent of the total building floor area unless a Site Plan Review Permit is obtained for additional floor area.

[4] May be permitted only as an ancillary use to serve employees, not to occupy more than 2,500 square feet with no outside advertising, unless a Conditional Use Permit is obtained.

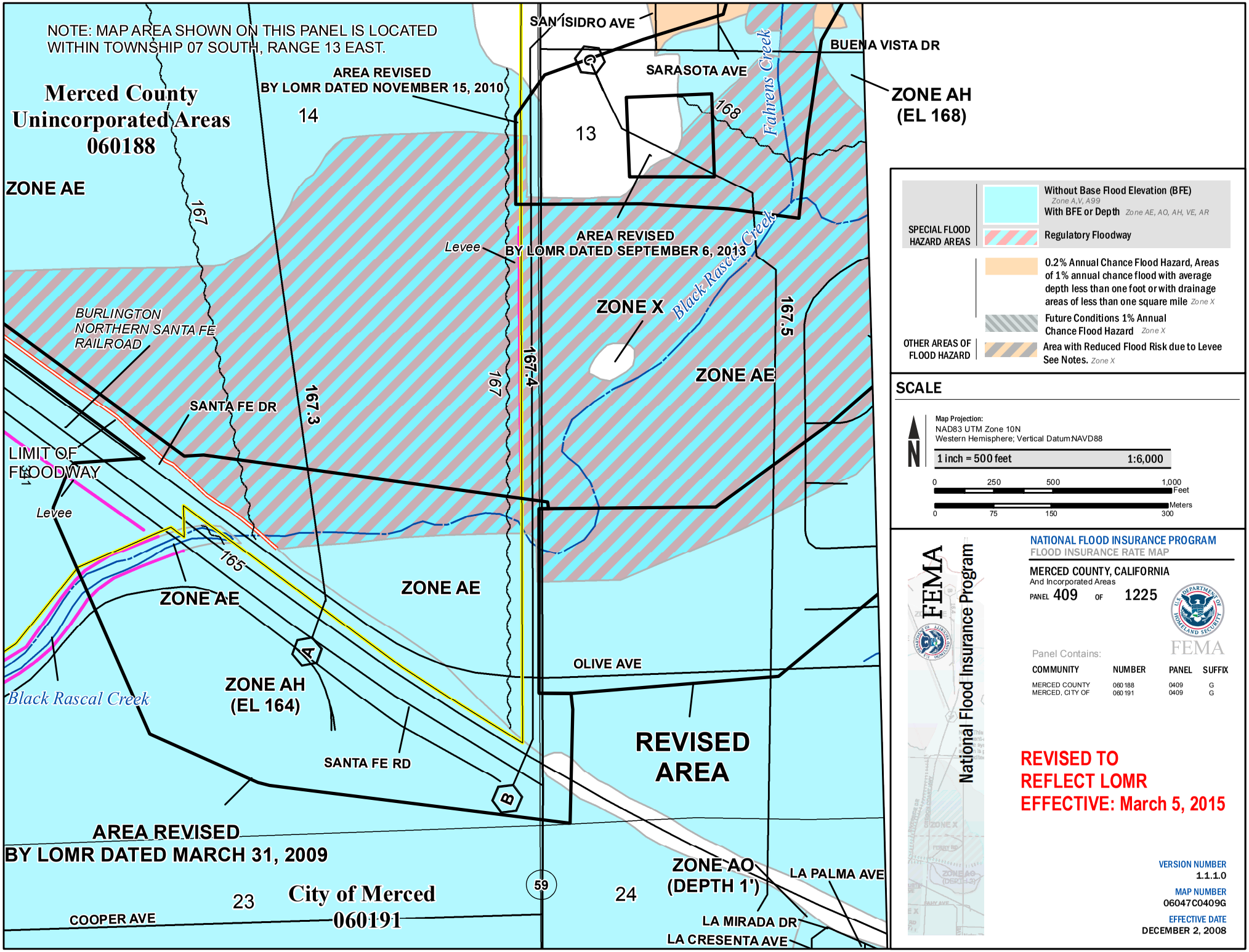
[5] Limited to fleet operations only.

[6] All manufacturing of materials listed in the Section 20.12.020.B is prohibited unless the Planning Commission determines otherwise through a Conditional Use Permit.

B. Prohibited Uses. The manufacturing of the following materials are prohibited unless the Planning Commission determines otherwise through a Conditional Use Permit process.



1. Asphalt, cement, charcoal, and fuel briquettes.
2. Aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates of an explosive nature, potash, pyroxylin, rayon yarn, and hydrochloric, nitric phosphoric, picric, and sulphuric acids.
3. Coal, coke, and tar products, including use in other manufacturing; explosives, fertilizers, gelatin, animal glue, and size.
4. Turpentine, matches, and other than water-based paint.
5. Rubber and soaps, including fat rendering.
6. Flour mill.
7. Processing of nitrating of cotton or other materials; magnesium foundry; reduction, refining, smelting and alloying of metal or metal ores; refining petroleum products, such as gasoline, kerosene, naphtha, lubricating oil, distillation of wood or bones; storage, curing or tanning of raw, green or salted hides or skins.
8. Stockyards or slaughterhouses, except for poultry, animal feed or sales yard, fertilizer yard; slag piles.
9. Storage of fireworks or explosives, except where incidental to a permitted use.
10. Any other use which is determined by the Planning Commission to be of the same general character as the above uses.


NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 07 SOUTH, RANGE 13 EAST.
Merced County Unincorporated Areas 060188
AREA REVISED BY LOMR DATED NOVEMBER 15, 2010
AREA REVISED BY LOMR DATED SEPTEMBER 6, 2013
AREA REVISED BY LOMR DATED MARCH 31, 2009
City of Merced 060191
SAN ISIDRO AVE
SARASOTA AVE
BUENA VISTA DR
ZONE AH (EL 168)
ZONE AE
ZONE X
ZONE AH (EL 164)
ZONE AO (DEPTH 1')
REVISED AREA
Levee
LIMIT OF FLOODWAY
BURLINGTON NORTHERN SANTA FE RAILROAD
SANTA FE DR
SANTA FE RD
OLIVE AVE
LA PALMA AVE
LA MIRADA DR
LA CRESENTA AVE
COOPER AVE
Fahrens Creek
Black Rascal Creek
167
167.3
167.4
167.5
168
165
14
13
23
24
59
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A,V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
OTHER AREAS OF FLOOD HAZARD
Area with Reduced Flood Risk due to Levee See Notes. Zone X
SCALE
Map Projection:
NAD83 UTM Zone 10N
Western Hemisphere; Vertical Datum:NAVD88
1 inch = 500 feet 1:6,000
0 250 500 1,000 Feet
0 75 150 300 Meters
FEMA
National Flood Insurance Program
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
MERCED COUNTY, CALIFORNIA
And Incorporated Areas
PANEL 409 OF 1225
FEMA
Panel Contains:
COMMUNITY NUMBER PANEL SUFFIX
MERCED COUNTY 060188 0409 G
MERCED, CITY OF 060191 0409 G
REVISED TO REFLECT LOMR EFFECTIVE: March 5, 2015
VERSION NUMBER 1.1.1.0
MAP NUMBER 06047C0409G
EFFECTIVE DATE DECEMBER 2, 2008

INITIAL STUDY #15-36

Annexation and Pre-Zone Application #15-01
General Plan Amendment #15-04

NORTHWEST AND SOUTHWEST CORNERS OF
NORTH HIGHWAY 59 & SANTA FE DRIVE
Assessor's Parcel Numbers: 057-200-067; -029; & -042



Northwest Corner of
North Highway 59
& Santa Fe



Southwest Corner of
North Highway 59
& Santa Fe

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CITY OF MERCED
PLANNING & PERMITTING DIVISION

TYPE OF PROPOSAL: **Annexation and Pre-Zone Application #15-01, General Plan Amendment #15-04**

INITIAL STUDY: #15-36

DATE RECEIVED: April 21, 2016 (date application determined to be complete)

DATE REVISED: August 22, 2018 (Originally prepared May 11, 2018)

LOCATION: City of Merced

ASSESSOR'S PARCEL NUMBERS: 057-200-067, 057-200-029, and 057-200-042

(SEE ATTACHED PUBLIC HEARING NOTICE AND MAP AT ATTACHMENTS M AND N.)

Please forward any written comments by June 6, 2018 to:

Julie Nelson, Associate Planner
City of Merced Planning & Permitting Division
678 West 18th Street
Merced, CA 95340
209-385-6858
nelsonj@cityofmerced.org

Applicant Contact Information:

Applicant	**Owner**
Norcal Cajun Foods, Inc.	Louann Bianchi
2901 Meridian Park Blvd, Ste. G	151 N. Ulukoa Place
Concord, CA 94520	Lahaina, HI 96761-1969

Project Description

The proposed annexation area consists of three parcels containing approximately 8.83 acres of land. Approximately 7.83acres is located at the northwest corner of North Highway 59 and Santa Fe Drive and the remaining 1.0 acre is located at the southwest corner of the intersection (Attachment A). The annexation area is bounded by Black Rascal Creek to the north, the Burlington Northern Santa Fe (BNSF) Railroad to the south, and North Highway 59 to the east. Vacant county land is located to the west of the annexation area. The annexation area is divided by Santa Fe Drive splitting the northern portion of the annexation area (7.83 acres) from the southern portion (1.0 acre). The property located at the southwest corner of North Highway 59 and Santa Fe Drive (3.65 N. Hwy 59) is developed with a wholesale/retail business (Horizon). The 7.83 acres of land at the northwest corner of North Highway 59 and Santa Fe is currently vacant. The vacant land is comprised of two separate parcels – Assessor's Parcel Number (APN): 057-200-067 contains 7.4 acres and APN: 057-200-029 contains 0.43 acres.

The developer for the vacant property is proposing to subdivide the 7.4 acres into three separate parcels with construction of the development being done in two phases (refer to the Tentative Map at Attachment B). Phase One of the development would be on Parcel 1 (1.91 acres) and Parcel 4

(0.61 acres). The development on Parcel 1 would consist of a 3,764-square-foot convenience market (AM/PM), a gas station with 8 pumps (16 fueling positions), a car wash, and a 3,462-square-foot fast food restaurant with 110 seats and a drive-through (refer to the Site Plan at Attachment C). Parcel 4 would be developed with a drive-thru coffee shop/kiosk.

Phase Two would include a 2,695-square-foot fast-food restaurant at the western edge of the site on Parcel 2. The remainder of the site would be for the future development of commercial space totaling approximately 32,000 square feet.

Uses allowed within the remainder of the development would be consistent with the Thoroughfare Commercial (C-T) zone and could include:

- Retail, General (i.e., drug stores, general merchandise stores, pet stores, department stores, etc.)
- Business Support Services
- Indoor Commercial Recreation, except multi-screen (6 or more) movie theaters
- Vehicle Sales
- Warehousing, Wholesaling, and Distribution

For a full list of permitted uses as well as conditional uses and uses allowed with Site Plan Review, refer to the Table at Attachment D.

No development is planned for 0.43-acre parcel at the northeast corner of the site. This area would be used for storm drain retention for the site once it's developed.

Two driveways are proposed for Santa Fe Drive. The driveway serving Parcel One would be a right-in/right-out driveway only. This driveway would be approximately 170 feet west of the intersection of North Highway 59 and Santa Fe Drive. A second full access driveway is proposed approximately 500 feet west of the intersection. An additional right-in/right-out driveway would be provided approximately 250 feet north of the intersection on Highway 59.

This Initial Study will analyze both Phase One and Phase Two development as well as impacts to the existing developed parcel at the southwest corner North Highway 59 and Santa Fe Drive.

The existing use at the southwest corner of North Highway 59 and Santa Fe Drive will remain unchanged. The pre-zoning designation for the site is Light Industrial (I-L) which is consistent with the current General Plan designation of Industrial (IL). For a full listing of uses allowed within the I-L zone, please refer to the table at Attachment E.

I. Initial Findings

A. The proposal is a project as defined by CEQA Guidelines Section 15378.

B. The project is not a ministerial or emergency project as defined under CEQA Guidelines (Sections 15369 and 15369).

C. The project is therefore discretionary and subject to CEQA (Section 15357).

D. The project is not Categorically Exempt.

E. The project is not Statutorily Exempt.

F. Therefore, an Environmental Checklist has been required and filed.

II. Checklist Findings

A. An on-site inspection was made by this reviewer on January 3, 2017, and on April 9, 2018.

B. The checklist was prepared on January 3, 2018.

C. The *Merced Vision 2030 General Plan* and its associated EIR (SCH# 2008071069) were certified in January 2012. The document comprehensively examined the potential environmental impacts that may occur as a result of build-out of the 28,576-acre Merced SUDP/SOI. For those significant environmental impacts (Loss of Agricultural Soils and Air Quality) for which no mitigation measures were available, the City adopted a Statement of Overriding Considerations (City Council Resolution #2011-63). This document herein incorporates by reference the *Merced Vision 2030 General Plan, the General Plan Program EIR* (SCH# 2008071069), and Resolution #2011-63.

As a subsequent development project within the SUDP/SOI, many potential environmental effects of the Project have been previously considered at the program level and addressed within the General Plan and associated EIR. (Copies of the General Plan and its EIR are available for review at the City of Merced Planning and Permitting Division, 678 West 18th Street, Merced, CA 95340.) As a second tier environmental document, Initial Study #15-36 plans to incorporate goals, policies, and implementing actions of the *Merced Vision 2030 General Plan*, along with mitigation measures from the General Plan EIR, as mitigation for potential impacts of the Project.

Project-level environmental impacts and mitigation measures (if applicable) have been identified through site-specific review by City staff. This study also utilizes existing technical information contained in prior documents and incorporates this information into this study.

Project-level environmental impacts have been identified through site-specific review by City staff. This study also utilizes existing technical information contained in prior documents and incorporates this information into this study.

III. Environmental Impacts:

Will the proposed project result in significant impacts in any of the listed categories? Significant impacts are those which are substantial, or potentially substantial, changes that may adversely affect the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant. (Section 15372, State CEQA Guidelines. Appendix G of the Guidelines contains examples of possible significant effects.)

A narrative description of all "potentially significant," "negative declaration: potentially significant unless mitigation incorporated," and "less than significant impact" answers are provided within this Initial Study.

The California Supreme Court has clarified CEQA practice to limit the evaluation of environmental effects only to the impact of a proposed project on the environment, and not the effects of the environment on a project. Thus, adverse effects from existing environmental hazards on a proposed new use would not be assessed for CEQA purposes, and no environmental conclusions would be reached. No mitigation could be required. The exception to this general rule would be if the construction or operation of the proposed project modified a condition on the project site or affecting the project site in a way that caused new or increased environmental effects offsite, or if implementation of the project exacerbated an existing condition for offsite uses.

This revision of CEQA practice affects the following issue areas in this Initial Study:

C. Air Quality

Question 4-Exposure to Substantial Pollutant Concentrations

F. Geology and Soils

Question 1.a-Earthquake Faults

Question 1.b-Seismic Ground Shaking

Question 1.c-Ground Failure/Liquefaction

Question 1.d-Landslides

Question 4-Expansive Soils

G. Hazards and Hazardous Materials

Question 5-Public Airport Hazards

Question 6-Private Airport Hazards

Question 8-Wildland Fire Hazards

H. Hydrology and Water Quality

Question 7-Housing in Floodplain

Question 8-Structures in Floodplain

Question 9-Exposure to Flood Risk

Question 10-Inundation by Seiche

K. Noise

Question 1-Expose Persons to Offsite Noise in Excess of Standards

Question 2-Expose Persons to Offsite Vibration

Question 5-Public Airport Noise

Question 6-Private Airport Noise

However, for many environmental hazards, local agencies such as the City of Merced impose requirements to avoid or reduce hazards. Similarly, local agencies have the ability to impose conditions of project approval to avoid or reduce hazardous conditions.

A. Aesthetics

SETTING AND DESCRIPTION

This project involves the annexation of approximately 8.83 acres of land, the development of approximately 1.91 acres of land, and the development of a portion of the 5.49 acres of land. The area for development is a vacant lot at the northwest corner of North Highway 59 and Santa Fe Drive. The site is bordered on the north by Black Rascal Creek. Beyond the creek is vacant land. To the east of the site, across North Highway 59, is also vacant land and the Rascal Creek Bike Path. To the south, across Santa Fe Drive, is developed land with an industrial/wholesale-type use. To the west, also across Santa Fe Drive, is additional vacant land and Black Rascal Creek. Refer to the aerial photograph at Attachment A. Because the property on the north side of Santa Fe Drive is currently vacant, there is no light or glare generated from the site. The developed parcel on the south side of Santa Fe Drive currently has a building and generates light for security at nighttime.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
A. Aesthetics. Will the project:				
1) Have a substantial adverse effect on a scenic vista?				✓
2) Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
3) Substantially degrade the existing visual character or quality of the site and its surrounding?			✓	
4) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		✓		

1) **No Impact**

There are no scenic vistas in this area. Although vacant land and Black Rascal Creek abut the area proposed for development, there is developed land beyond that. This area is considered an urban area and does not have any scenic vistas.

2) **No Impact**

There are no scenic resources on this site.

3) **Less Than Significant Impact**

The annexation area at the southwest corner of North Highway 59 and Santa Fe Drive is currently developed. No changes are proposed for this area. The site at the northwest corner of North Highway 59 and Santa Fe is currently vacant. However, the proposed development would not degrade the visual character. It would create a development that is consistent with the surrounding development in the area and help eliminate an area that often becomes overgrown with weeds and vegetation and looks blighted.

4) **Less Than Significant Impact with Mitigation**

The development of the project would create new light and glare with the construction of the proposed buildings on the site. New exterior lighting would be installed on the proposed buildings and throughout the site as it develops for safety and security purposes. Parking lot lighting, lighting under the gas canopy, and lighting from signs would add to the amount of light generated from the site due to development. In order to prevent adverse impacts from these new sources of lighting, the following mitigation measures are required:

Mitigation Measure AES-4*:*

Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.

The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.

Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.

Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.

Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.

When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area. Off-site glare and light trespass is prohibited.

Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.

All exterior lighting fixtures shall be efficient in terms of design and energy use.

Mitigation Measure AES-4a:

The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.

B) Agriculture Resources

SETTING AND DESCRIPTION

Merced County is among the largest agriculture producing counties in California (ranked fifth), with a gross income of more than $2.9 billion in 2012. The County's leading agriculture commodities include milk, chickens, almonds, cattle and calves, tomatoes, and sweet potatoes.

The portion of the annexation area north of Santa Fe Drive has been used for farmland in the past, but no crops have been grown here for at least the last 20 years.

Important Farmlands

The Farmland Mapping and Monitoring Program is a farmland classification system that is administered by the California Department of Conversation. The system classifies agricultural land according to its soil quality and irrigation status. The best quality agricultural land is called "Prime Farmland." Prime Farmland is land that has the best combination of physical and chemical characteristics for the production of crops.

Important Farmland is land characterized by one or more of the following characteristics: (1) presence of prime agricultural soils; (2) presence of soils of statewide agricultural importance; and (3) active agricultural lands.

According to the 2016 Important Farmland Map for Merced County the vacant portion of the annexation area is designated as "Vacant and Disturbed Land" and area that is currently developed on the south side of Santa Fe Drive is designated as "Urban and Built-Up Land" (refer to the map at Attachment F) There are no agricultural activities taking place within the annexation area. The area surrounding the annexation area to the north of the site is classified as Farmland of Local Importance, but is not currently being farmed. Land approximately ¼-mile north of the annexation area is currently planted with almonds. This is the closest agricultural use to the annexation area.

The property immediately adjacent to the annexation area to the north is zoned as Light Manufacturing according to the Merced County Zoning Map.

Williamson Act

in 2005, Merced County elected to participate in the State of California Williamson Act agricultural land preservation program. The purpose of the Act is to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. As of 2007, there were more than 450,000 acres of the County under Williamson Act contracts, but in 2009, the Merced County Board of Supervisors elected to suspend the Act when the State elected to end tax reimbursements to the County. The annexation area is not subject to a Williamson Act contract.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
B. <u>Agriculture Resources.</u> Will the project:				
1) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non - agriculture?				✓
2) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
3) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				✓
4) Cause development of non-agricultural uses within 1,000 feet of agriculturally zoned property (Right-to-Farm)?				✓

1) **No Impact**

The annexation area is not listed as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency.

2) **No Impact**

The annexation area is not currently zoned for agriculture activities or part of a Williamson Act contract.

3) **No Impact**

The closest property to the site being used for agricultural purposes in approximately ¼-mile to the north. The development of the annexation area would not impact the existing environment or cause the conversion of Farmland to non-agriculture use. The area currently being farmed remains outside of the City Limits and is not viable for uses other than farmland uses.

4) **No Impact**

There are no properties within 1,000 feet of the annexation area that are zoned for agricultural uses.

C. Air Quality

SETTING AND DESCRIPTION

The San Joaquin Valley Air Pollution Control District (SJVAPCD) reviews development projects to assess the impact to air quality and to establish acceptable mitigation measures. While the action of the SJVAPCD is independent of City reviews and actions, their process allows the City to review proposed mitigation measures that could affect project design and operation. Any proposed changes are subject to approval by the City.

The City of Merced is located in the San Joaquin Valley Air Basin (SJVAB), which occupies the southern half of the Central Valley and is approximately 250 miles in length and, on average, 35 miles in width. The Coast Range, which has an average elevation of 3,000 feet, serves as the western border of the SJVAB. The San Emigdio Mountains, part of the Coast Range, and the Tehachapi Mountains, part of the Sierra Nevada, are both located to the south of the SJVAB. The Sierra Nevada extends in a northwesterly direction and forms the eastern boundary of the SJVAB. The SJVAB is basically flat with a downward gradient to the northwest.

The climate of the SJVAB is strongly influenced by the presence of these mountain ranges. The mountain ranges to the west and south induce winter storms from the Pacific to release precipitation on the western slopes, producing a partial rain shadow over the valley. A rain shadow is defined as the region on the leeward side of the mountain where precipitation is noticeably less because moisture in the air is removed in the form of clouds and precipitation on the windward side. In addition, the mountain ranges block the free circulation of air to the east, resulting in the entrapment of stable air in the valley for extended periods during the cooler months.

Winter in the SJVAB is characterized as mild and fairly humid, and the summer is hot, dry, and cloudless. During the summer, a Pacific high-pressure cell is centered over the northeastern Pacific Ocean, resulting in stable meteorological conditions and a steady northwesterly wind.

The following information is an excerpt from the Air Quality/Greenhouse Gas Report prepared by BaseCamp Environmental. The full report is available at Attachment G.

The SJVAPCD has jurisdiction over most air quality matters in the Air Basin. It is tasked with implementing programs and regulations required by the federal and California Clean Air Acts. Under their respective Clean Air Acts, both the federal government and the State of California have established ambient air quality standards for six criteria air pollutants: ozone, particulate matter, carbon monoxide, nitrogen dioxide, sulfur dioxide, and lead. California has four additional pollutants for which it has established standards. The table below shows the attainment status of the Air Basin relative to federal and State ambient air quality standards.

TABLE C-1
SAN JOAQUIN VALLEY AIR BASIN ATTAINMENT STATUS

	Designation/Classification	
Criteria Pollutant	**Federal Primary Standards**	**State Standard**
Ozone – One hour	No Federal Standard	Nonattainment/Severe
Ozone – Eight hour	Nonattainment/Extreme	Nonattainment
PM_{10}	Attainment	Nonattainment
$PM_{2.5}$	Nonattainment	Nonattainment
Carbon Monoxide (CO)	Attainment/Unclassified	Attainment/Unclassified

Criteria Pollutant	Federal Primary Standards	State Standard
Nitrogen Dioxide (NO_x)	Attainment/Unclassified	Attainment
Sulfur Dioxide (SO_x)	Attainment/Unclassified	Attainment
Lead	No Designation Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

As shown in Table 2-1, the Air Basin is considered a nonattainment area for ozone under both State and federal 8-hour standards and under the State 1-hour standard, for particulate matter less than 10 micrometers in diameter (PM_{10}) under the State standard, and for particulate matter less than 2.5 micrometers in diameter ($PM_{2.5}$) under the federal standard. The Air Basin is in attainment of, or unclassified for, all other federal and State criteria pollutant standards.

Ozone is not directly produced by automobile fuel combustion; rather, it is a secondary pollutant that is formed from reactive organic gases (ROG) and nitrogen oxides (NO_x) in the presence of sunlight. The principal sources of ROG and NO_x (known as "ozone precursors") are the combustion of fuels and the evaporation of solvents, paints, and fuels. Ozone is a strong irritant that can cause constriction of the airways, forcing the respiratory system to work harder to provide oxygen. It also can lead to aggravated respiratory diseases and lung damage, and it can cause substantial damage to vegetation and to manmade products such as rubber and plastics. Applicable attainment plans of the SJVAPCD include the 2007 Ozone Plan and the 2013 Plan for the Revoked 1-Hour Ozone Standard for the Air Basin.

Particulate matter is a complex mixture of solids and liquids that may contain soot, smoke, metals, nitrates, sulfates, dust, water, and tire rubber. It can be directly emitted, or it can form in the atmosphere from reactions of gases such as NO_x. There are many sources of particulate matter emissions, including combustion, industrial and agricultural processes, grading and construction, and motor vehicle use. The size of the particles is directly linked to their potential for causing health problems, including respiratory, pulmonary, and cardiovascular diseases. $PM_{2.5}$ poses the greatest health threat because it can get deep into the lungs and even enter the bloodstream. Applicable attainment plans of the SJVAPCD include the 2015 PM2.5 Plan for the 1997 federal $PM_{2.5}$ standard, the 2012 PM2.5 Plan for the 2006 federal $PM_{2.5}$ standard, the 2016 Moderate Area Plan for the 2012 federal $PM_{2.5}$ standard, and the 2007 PM10 Maintenance Plan to maintain the Air Basin's attainment status of federal PM_{10} standards.

Another criteria pollutant of concern is carbon monoxide (CO). CO is an odorless, colorless gas that is formed by incomplete combustion of fuels and is emitted directly into the air. The main source of CO in the San Joaquin Valley is on-road motor vehicles. At high concentrations, CO reduces the oxygen-carrying capacity of the blood and can cause dizziness, headaches, unconsciousness, and even death. Problems associated with CO are localized in character, so both ARB and EPA designate urban areas as CO nonattainment areas instead of the entire Air Basin (SJVAPCD 2015b). The project site is not within an urban area designated as nonattainment for CO.

In addition to the criteria pollutants, the California Air Resources Board (ARB) has identified a class of air pollutants known as toxic air contaminants (TACs) - pollutants that even at low

levels may cause acute serious, long-term health effects, such as cancer. Diesel particulate matter is the most commonly identified TAC, generated mainly as a product of combustion in diesel engines. Other TACs are less common and are typically associated with industrial activities. However, gasoline contains toxic substances such as benzene, toluene and naphthalene, among others.

Regulatory Framework

As previously noted, the SJVAPCD has jurisdiction over most air quality matters in the San Joaquin Valley Air Basin, including the City of Merced. It implements the federal and California Clean Air Acts, and the applicable attainment and maintenance plans, through local regulations. The SJVAPCD regulations that would be applicable to the project are summarized below.

Regulation VIII (Fugitive Dust PM10 Prohibitions)
Rules 8011-8081 are designed to reduce PM10 emissions (predominantly dust/dirt) generated by human activity, including construction and demolition activities, road construction, bulk materials storage, paved and unpaved roads, carryout and track out, landfill operations, etc.

Rule 4101 (Visible Emissions)

This rule prohibits emissions of visible air contaminants to the atmosphere and applies to any source operation that emits or may emit air contaminants.

Rule 9510 (Indirect Source Review)

Rule 9510, also known as the Indirect Source Rule (ISR), is intended to reduce or mitigate emissions of NO_x and PM_{10} from new development in the SJVAPCD including construction and operational emissions. This rule requires specific percentage reductions in estimated on-site construction and operation emissions, and/or payment of off-site mitigation fees for required reductions that cannot be met on the project site. ISR fees are used to provide offsetting mitigation. Construction emissions of NO_x and PM_{10} exhaust must be reduced by 20% and 45%, respectively. Operational emissions of NO_x and PM_{10} must be reduced by 33.3% and 50%, respectively. The ISR applies to commercial development projects of 2,000 square feet and larger. Based on this criteria, the project would be subject to Rule 9510.

In addition, the SJVAPCD regulates the construction and improvement of facilities with potential air toxic emissions, including gasoline stations. SJVAPCD rules applicable to gasoline stations include:

Rule 2201 (New and Modified Stationary Source Review Rule)

New stationary sources and modifications of existing stationary sources that may emit criteria pollutants must obtain an Authority to Construct and Permit to Operate the proposed facility. Emissions that exceed impact thresholds must include emission controls and may require additional mitigation.

Rule 4621 (Gasoline Transfer into Stationary Storage Containers, Delivery Vessels and Bulk Plants)

Rule 4621 prohibits the transfer of gasoline from a delivery vessel into a stationary storage container unless the container is equipped with an ARB-certified permanent submerged fill pipe and ARB certified pressure-vacuum relief valve, and utilizes an ARB-certified Phase I vapor recovery system.

Rule 4622 (Transfer of Gasoline into Vehicle Fuel Tanks)

Rule 4622 prohibits the transfer of gasoline from a stationary storage container into a motor vehicle fuel tank with a capacity greater than 5 gallons, unless the gasoline dispensing unit used to transfer the gasoline is equipped with and has in operation an ARB-certified Phase II vapor recovery system.

Significance Thresholds

According to Appendix G of the CEQA Guidelines, a project may have a significant impact on the environment if it would do the following:

- Conflict with or obstruct implementation of an applicable air quality plan.
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation.
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.
- Expose sensitive receptors to substantial pollutant concentrations.
- Create objectionable odors affecting a substantial number of people.

CEQA Guidelines Appendix G also states that, where available, significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make significance determinations. In 2015, the SJVAPCD adopted an updated Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI). The GAMAQI defines methodology and thresholds of significance for the assessment of air quality impacts for projects within SJVAPCD's jurisdiction, along with potential mitigation measures for identified impacts.

Table 2-2 shows the significance thresholds for criteria air pollutant emissions within the SJVAPCD, both for construction emissions and emissions from project operations. As stated in the GAMAQI, the basis for the significance thresholds are the New Source Review (SJVAPCD Rule 2201) offset thresholds. The SJVAPCD's attainment plans demonstrate that project-specific emissions below these offset thresholds would have air quality impacts that are less than significant (SJVAPCD 2015b). It should be noted that a project may still have significant air quality impacts even if its estimated emissions are below significance thresholds, depending on its location and adjacent land uses.

TABLE C-2
SJVAPCD SIGNIFICANCE THRESHOLDS
Emissions (tons per year)

Pollutant	Construction	Operational
Carbon Monoxide	100	100
Nitrogen Oxides (NOx)	10	10
Reactive Organic Gases (ROG)	10	10
Sulfur Oxides (SOx)	27	27
Particulate Matter (PM_{10})	15	15
Fine Particulate Matter ($PM_{2.5}$)	15	15

Source: SJVAPCD 2015b.

For CO emissions, the GAMAQI states that project operational emissions would have an impact that is less than significant if neither of the following criteria are met:

- A traffic study for the project indicates that the Level of Service (LOS) on one or more streets or at one or more intersections in the project vicinity will be reduced to LOS E or F; and,
- A traffic study indicates that the project will substantially worsen an already existing LOS F on one or more streets or at one or more intersections in the project vicinity.

If either of these criteria can be associated with any intersection affected by the project, then a CO analysis would need to be conducted to determine the significance of the project's impacts (SJVAPCD 2015b). For TACs, the GAMAQI states that carcinogenic emissions from project operations are considered to have a significant impact if the maximally exposed individual risk equals or exceeds 10 in 1 million.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
C. <u>Air Quality.</u> Would the project:				
1) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
2) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
3) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Expose sensitive receptors to substantial pollutant concentrations?			✓	
5) Create objectionable odors affecting a substantial number of people?			✓	

1) **Less than Significant Impact**

The project would be substantially below the significance thresholds adopted by the SJVAPCD Operation emissions at project buildout. The SJVAPCD's attainment plans demonstrate that project-specific emissions below New Source Review offset thresholds, which are the basis for the SJVAPCD significance thresholds, would have air quality impacts that are less than significant. On this basis, the project would be consistent with attainment plans for the Air Basin. Project impacts regarding consistency with the applicable air quality plans are considered **less than significant**.

2) **Less than Significant Impact**

As mentioned under Impact 1, the proposed project would have construction emissions that are substantially below the SJVAPCD significance thresholds under both phases. Project construction may generate localized dust emissions at levels above existing ambient conditions, which is of concern if "sensitive receptors" are located in proximity to the project site. As defined in the GAMAQI, sensitive receptors include residential units, schools, parks and playgrounds, day care centers, hospitals, and nursing homes. None of these land uses are near the project site. Furthermore, dust emissions would be reduced through the required implementation of SJVAPCD Regulation VIII.

The project would be subject to the ISR, which requires development projects to reduce NO_x operational emissions by 33.3%. Application of this reduction requirement would further reduce NO_x emissions that are already below the SJVAPCD significance threshold. Phase 2 NO_x emissions would be reduced further below the significance threshold. Project impacts related to air quality standards are considered **less than significant**.

3) **Less than Significant Impact**

Cumulative impacts of project emissions focus on operational emissions, as construction emissions cease with completion of project work. Operational emissions at project buildout would not exceed the significance thresholds established by SJVAPCD. As discussed under Impact 2, NOx emissions would be further reduced by compliance with the ISR. Cumulative project impacts on air quality are considered **less than significant**.

4) **Less than Significant Impact**

As noted in the discussion under Impact 2, there are no sensitive receptors in the immediate project vicinity. The nearest sensitive receptor to the project site is a residential area more than 1,000 feet to the east. At that distance, dispersion of criteria pollutant emissions would likely occur before emissions reached the residential area. For additional information

related to this impact, refer to the complete Air Quality/Greenhouse Gas Report at Attachment G.

5) **Less than Significant Impact**

Odors are more of a nuisance than an environmental hazard. Nevertheless, the Environmental Checklist in CEQA Guidelines Appendix G regards objectionable odors as a potentially significant environmental impact. In accordance with this, the GAMAQI states that a project should be evaluated to determine the likelihood that it would result in nuisance odors. Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, there are no quantitative or formulaic methodologies to determine if potential odors would have a significant impact. Rather, projects must be assessed on a case-by-case basis (SJVAPCD 2015b).

Odors that could be generated potentially at the project site include releases of gasoline vapors and cooking odors from the quick-serve restaurant. Such odors in general would be confined mainly to the project site and would readily dissipate. As discussed under Impact 4, vapor recovery systems that would limit vapor emissions would be required. Restaurants are generally not considered significant sources of objectionable odors. Future land uses that would occupy Phase 2 development generally would be retail in nature, and thus unlikely to generate odors that would be considered a nuisance. Project impacts related to odors are considered **less than significant**.

D. Biological Resources

SETTING AND DESCRIPTION

The City of Merced is located in the Central California Valley eco-region (Omernik 1987). This eco-region is characterized by flat, intensively farmed plains with long, hot, dry summers and cool, wet winters (14-20 inches of precipitation per year). The Central California Valley eco-region includes the Sacramento Valley to the north and the San Joaquin Valley to the south and it ranges between the Sierra Nevada Foothills to the east to the Coastal Range foothills to the west. Nearly half of the eco-region is actively farmed, and about three fourths of that farmed land is irrigated.

A Biological Assessment was prepared for this annexation by Moore Biological Consultants (Attachment H). The results of this assessment have been used to evaluate any potential impacts on biological resources within or near the annexation area. The following is partially excerpted from the Biological Assessment prepared by Moore Biological Consultants.

The site is nearly level and is at an elevation of approximately 150 feet above mean sea level. The site was likely farmed in crops in the past but has been fallow for years. The body of the site is currently disturbed weedy grassland (refer to Figure 3 and photographs in Attachment C of the Biological Assessment found at Attachment H).

Surrounding land uses in this portion of Merced County are primarily agricultural and commercial. North Highway 59 bounds the site on the east and Santa Fe Drive bounds the site on the south and west. There are open fields to the east and southeast of the site, and a commercial or industrial property to the southwest of the site. Black Rascal Creek flows along the north edge of the site and there is open grassland to the north of the site, across Black Rascal Creek.

VEGETATION

Due to the amount of disturbance from past agriculture, surrounding development, and periodic mowing and/or disking for weed abatement, vegetation on the north portion of the annexation area (north of Santa Fe Drive) is primarily annual grass and weed species. The area on the south side of Santa Fe Drive is currently developed and has grass and other landscaping.

There are trees (primarily Willow trees) near the northern property line along Black Rascal Creek on the northern portion of the annexation area. There are also a three Blue Gum Eucalyptus trees near the southeast portion of the parcel. There is a cluster of Blue Gum Eucalyptus trees on the north side of Black Rascal Creek outside of the annexation area. On the southern portion of the annexation area, south of Santa Fe Drive, there are five Pine trees scattered throughout the landscaping on the site as well as a row of trees of unknown species along the southern property line.

No elderberry shrubs are present within or adjacent to the annexation area. A full list of plant species observed on the project site is available at Table 1 (page 7) of the Biological Assessment found at Attachment H.

WILDLIFE

A variety of bird species were observed on the northern portion of the annexation area. These birds were common species found in agricultural and riparian areas of Merced County. A complete list of the wildlife species observed on the project site is available at Table 2 (page 9) of the Biological Assessment (Attachment H).

There are several potential nest trees in and near the site that are suitable for nesting raptors and other protected migratory birds, including Swainson's hawk. A few stick nests were observed within some of the trees within and near the site. Given the presence of large trees and raptor foraging habitat (i.e., open fields) in and near the site, it is likely one or more pairs of raptors, plus a variety of songbirds, nest in trees in the site each year. Further, it is considered likely that songbirds nest within the vegetation along Black Rascal Creek and in the grassland habitats in the site each year. Additional information on the wildlife found on the project site is available in the Biological Assessment.

WATERS OF THE U.S. AND WETLANDS

Black Rascal Creek is a jurisdictional Water of the U.S. subject to Section 404 of the Clean Water Act. The limit of federal jurisdiction is the ordinary high water mark. This waterway also falls under the jurisdiction of CDFW, RWQCB, and the Central Valley Flood Protection Board (CVFPB). Beyond Black Rascal Creek, other potentially jurisdictional wetlands or Water of the U.S. were observed in or adjacent to the project site.

SPECIAL STATUS SPECIES

Special-status species are plants and animals that are legally protected under the state and/or federal Endangered Species Act or other regulations. Special-status species are those which are designated rare, threatened, or endangered and candidate species for listing by the USFWS. Special-status species also include species considered rare or endangered under the conditions of Section 15380 of the California Environmental Quality Act (CEQA). Table 3 (page 14) of the Biological Assessment provides a list of special-status plant and wildlife species documented in the Merced area.

The likelihood of finding any special-status species within the annexation area is considered low. While the annexation area may have provided habitat for special-status wildlife species at some time in the past, farming and development have substantially modified natural habitats in the greater project vicinity. Of the wildlife species considered to be "special-status" species, the Swainson's hawk, tricolored blackbird, and western pond turtle are the only species that have potential to occur on the site on more than a transitory or very occasional basis.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
D. <u>Biological Resources.</u> Would the project:				
1) Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
2) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
3) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		✓		
4) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		✓		
5) Conflict with any local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance?		✓		

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan		✓		

1) **Less than Significant Impact with Mitigation**

Although no special-status species was identified on the site, there is still the potential that some special-status species may exist. In order to protect any special-status species, the following mitigation measures are required to reduce this possible impact to a less than significant level:

Mitigation Measure BIO-1:

Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).

***Mitigation Measure BIO-1a**:*

Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.

***Mitigation Measure BIO-1b**:*

Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.

2) **Less than Significant Impact with Mitigation**

Although it is unlikely that any protected riparian habitat or other sensitive natural community would be found on the site, the above mitigation measures would reduce any possible impacts to a less than significant level.

3) **Less than Significant Impact with Mitigation**

The annexation and subsequent development on the site is not proposed to involve any direct removal, filling, or hydrological interruption to Black Rascal Creek. The development, as proposed, would remain far enough away from the creek to ensure no impacts would occur to the creek. However, the following mitigation measure would

reduce any possible impacts to a less than significant level if the development plans changed.

***Mitigation Measure BIO-3**:*

Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.

4) **Less than Significant Impact with Mitigation**

As explained above, it is not anticipated that the annexation and subsequent development would interfere with the movement of any native resident or migratory fish or wildlife species. However, if these species or habitat were found on the site, Mitigation Measures BIO-1 through BIO-4 would reduce any potential impacts to a less than significant level.

5) **Less than Significant Impact with Mitigation**

The *Merced Vision 2030 General Plan* includes policies directed at the conservation of wildlife habitats which support rare, endangered, or threatened species and preserving and enhancing creeks in their natural state. The proposed mitigation measures BIO-1 through BIO-4 would mitigate any potential impacts that might conflict with these policies.

6) **Less than Significant Impact with Mitigation**

There are no known conflicts with any Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation plan (Merced County does not have Habitat Conservation Plans, etc.). However, the above mitigation measures would reduce any possible impacts to a less than significant level.

E. Cultural Resources

SETTING AND DESCRIPTION

The City of Merced area lies within the ethnographic territory of the Yokuts people. The Yokuts were members of the Penutian language family which held all of the Central Valley, San Francisco Bay Area, and the Pacific Coast from Marin County to near Point Sur.

Merced County was first explored by Gabriel Moraga in 1806, when he named the Merced River, "El Rio de Nuestra Señora de la Merced." Moraga's explorations were designed to locate appropriate sites for an inland chain of missions. Moraga explored the region again in 1808 and 1810.

The project site is not known to have any cultural or historical resources.

Archaeology

Archaeological sites are defined as locations containing significant levels of resources that identify human activity. Very little archaeological survey work has been conducted within the City or its surrounding areas. Creeks, drainage, and sloughs exist in the northern expansion area of the City, and Bear Creek and Cottonwood Creek pass through the developed area. Archaeological sites in

the Central Valley are commonly located adjacent to waterways and represent potential for significant archaeological resources.

Paleontological sites are those that show evidence of pre-human existence. Quite frequently, they are small outcroppings visible on the earth's surface. While the surface outcroppings are important indications of paleontological resources, it is the geologic formations that are the most important. There are no known sectors within the project area known to contain sites of paleontological significance.

Historic Resources

In 1985, in response to community concerns over the loss of some of the City's historic resources, and the perceived threats to many remaining resources, a survey of historic buildings was undertaken in the City. The survey focused on pre-1941 districts, buildings, structures, and objects of historical, architectural, and cultural significance. The survey area included a roughly four square-mile area of the central portion of the City.

The National Register of Historic Places, the California Historical Landmarks List, and the California Inventory of Historic Resources identify several sites within the City of Merced. These sites are listed on the Merced Historical Site Survey and maintained by the Merced Historical Society.

According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of paleontologic or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

The project involves the annexation of 8.83 acres of land. One acre is currently developed and no new development would occur in that area. The remaining 7.83 acres would be developed in the future with a retail center consisting of a gas station/mini-market/car wash, a fast-food restaurant, a drive-thru coffee shop/kiosk, and other unknown retail uses.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
E. <u>Cultural Resources.</u> Would the project:				
1) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?		✓		
2) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		✓		
3) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
4) Disturb any human remains, including those interred outside of formal cemeteries?		✓		

1) **Less than Significant Impact with Mitigation**

Subsurface construction activities associated with development of the northern portion of the annexation area may damage or destroy previously undiscovered historic resources. The following mitigation measure would reduce any potential impacts to currently undiscovered historic resources to less than significant.

Mitigation Measure CUL-1:

In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resource, including, but not limited to, excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.

2) **Less than Significant Impact with Mitigation**

Subsurface construction activities associated with development of the northern portion of the annexation area may damage or destroy previously undiscovered archeological resources. Implementation of Mitigation Measure CUL-1 would reduce any potential impacts to currently undiscovered archeological resources to less than significant.

3) **Less than Significant Impact with Mitigation**

Subsurface construction activities associated with development of the northern portion of the annexation area may damage or destroy previously undiscovered paleontological resources. Implementation of the following mitigation measure would reduce any potential impacts to currently undiscovered paleontological resources to less than significant.

Mitigation Measure CUL-3:

In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the applicant determines that avoidance is not feasible,

the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the applicant shall adhere to the recommendations in the plan.

4) **Less than Significant Impact with Mitigation**

Subsurface construction activities associated with development of the northern portion of the annexation area may damage or destroy previously undiscovered human burial sites. Implementation of the following mitigation measure would reduce any potential impacts to currently undiscovered human burial sites to less than significant.

Mitigation Measure CUL-4

In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:

1. *There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.*
2. *Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*
    - *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.*
    - *The descendant identified fails to make a recommendation.*
    - *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.*

    Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:

When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.

F. Geology and Soils

SETTING AND DESCRIPTION

The City of Merced is located approximately 150 miles southeast of San Francisco along the west side of the southern portion of the Great Valley Geomorphic Province, more commonly referred to as the San Joaquin Valley. The valley is a broad lowlands bounded by the Sierra Nevada to the east and Coastal Ranges to the west. The San Joaquin Valley has been filled with a thick sequence of sedimentary deposits of Jurassic to recent age. A review of the geologic map indicates that the area around Merced is primarily underlain by the Pleistocene Modesto and Riverbank Formations with Holocene alluvial deposits in the drainages. Miocene-Pliocene Mehrten and Pliocene Laguna Formation materials are present in outcrops on the east side of the SUDP/SOI. Modesto and Riverbank Formation deposits are characterized by sand and silt alluvium derived from weathering of rocks deposited east of the SUDP/SOI. The Laguna Formation is made up of consolidated gravel sand and silt alluvium and the Mehrten Formation is generally a well consolidated andesitic mudflow breccia conglomerate.

Faults and Seismicity

A fault, or a fracture in the crust of the earth along which rocks on one side have moved relative to those on the other side, are an indication of past seismic activity. It is assumed that those that have been active recently are the most likely to be active in the future, although even inactive faults may not be "dead." "Potentially Active" faults are those that have been active during the past two million years or during the Quaternary Period. "Active" faults are those that have been active within the past 11,000 years. Earthquakes originate as movement or slippage occurring along an active fault. These movements generate shock waves that result in ground shaking.

Based on review of geologic maps and reports for the area, there are no known active or potentially active faults, or Alquist-Priolo Earthquake Fault Zones (formerly referred to as a Special Studies Zone) in the SUDP/SOI. In order to determine the distance of known active faults within 50 miles of the Site, the computer program EZ-FRISK was used in the General Plan update.

Soils

Soil properties can influence the development of building sites, including site selection, structural design, construction, performance after construction, and maintenance. Soil properties that affect the load-supporting capacity of an area include depth to groundwater, ponding, flooding, subsidence, shrink-swell potential, and compressibility.

The City of Merced regulates the effects of soils and geological constraints primarily through the enforcement of the California Building Code (CBC), which requires the implementation of engineering solutions for constraints to development posed by slopes, soils, and geology.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
F. <u>Geology and Soils.</u> Would the project:				
1) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: a) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?			✓	
b) Strong seismic ground shaking?			✓	
c) Seismic-related ground failure, including liquefaction?			✓	
d) Landslides?			✓	
2) Result in substantial soil erosion or loss of topsoil?		✓		
3) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			✓	
4) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?		✓		
5) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

1) **Less than Significant Impact**

The project site is not located within a mapped fault hazard zone, and there is no record or evidence of faulting on the project site (City of Merced General Plan Figure 11.1). Because no faults underlie the project site, no people or structures would be exposed to substantial adverse effects related to earthquake rupture.

According to the City's *Merced Vision 2030 General Plan EIR*, the probability of soil liquefaction occurring within the City of Merced is considered to be a low to moderate hazard; however, a detailed geotechnical engineering investigation would be required for the project in compliance with the California Building Code (CBC).

There would be no exposure to any geological hazards in the project area.

Ground shaking of moderate severity may be expected to be experienced on the project site during a large seismic event. All building permits are reviewed to ensure compliance with the California Building Code (CBC). In addition, the City enforces the provisions of the Alquist Priolo Special Study Zones Act that limit development in areas identified as having special seismic hazards. All new structures shall be designed and built in accordance with the standards of the California Building Code.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

The City's *Merced Vision 2030 General Plan* contains policies that address seismic safety.

Goal Area S-2: Seismic Safety:	
Goal: Reasonable Safety for City Residents from the Hazards of Earthquake and Other Geologic Activity	
Policies	
S-2.1	Restrict urban development in all areas with potential ground failure characteristics.

The project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

Landslides generally occur on slopes of 15 percent or greater. The project site's topography is generally of slopes between 0 and 3 percent, which are considered insufficient to produce hazards other than minor sliding during seismic activity.

Therefore, no hazardous conditions related to seismic ground shaking would occur with the implementation of the project. Additionally, the implementation of the project would not lead to offsite effects related to hazards related to seismic groundshaking, nor would any existing offsite hazards be exacerbated.

2) **Less Than Significant Impact with Mitigation**

Construction associated with the proposed project could result in temporary soil erosion and the loss of top soil due to construction activities, including clearing, grading, site preparation activities, and installation of the proposed buildings and other improvements. The City of Merced enforces a Storm Water Management Program in compliance with the Federal Clean Water Act. All construction activities are required to comply with the City's Erosion and Sediment Control Ordinance (MMC §15.50.120.B), including the implementation of Best Management Practices (BMPs) to limit the discharge of sediment into natural waterways and storm water drainage facilities.

Implementation of the following mitigation measures would reduce potential impacts to a less than significant level.

Mitigation Measure GEO-2

Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.

Mitigation Measure GEO-2a:

Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.

3) **Less than Significant Impact**

The City of Merced is located in the Valley area of Merced County and is, therefore, less likely to experience landslides than other areas in the County. The probability of soil liquefaction actually taking place anywhere in the City of Merced is considered to be a low to moderate hazard. According to the *Merced Vision 2030 General Plan EIR*, no significant free face failures were observed within the SUDP/SOI and the potential for lurch cracking and lateral spreading is, therefore, very low within the SUDP/SOI area.

4) **Less than Significant Impact with Mitigation**

Expansive soils are those possessing clay particles that react to moisture changes by shrinking (when they dry) or swelling (when they become wet). Expansive soils can also consist of silty to sandy clay. The extent of shrinking and swelling is influenced by the environment, extent of wet or dry cycles, and by the amount of clay in the soil. This physical change in the soils can react unfavorably with building foundations, concrete walkways, swimming pools, roadways, and masonry walls.

Implementation of General Plan Policies, adherence to the Alquist-Priolo Act, and enforcement of the California Building Code (CBC) Standards would reduce the effect of this hazard on new buildings and infrastructure associated with the project. Additionally, the mitigation measure below requires a geotechnical study prior to the issuance of a building permit.

Mitigation Measure GEO-4:

A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.

5) **No Impact**

The project site would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. However, the proposed project would be served by the City's sewer system. No new septic systems are allowed within the City Limits.

G. Hazards and Hazardous Materials

SETTING AND DESCRIPTION

Hazardous Materials

A substance may be considered hazardous due to a number of criteria, including toxicity, ignitability, corrosivity, or reactivity. The term "hazardous material" is defined in law as any material that, because of quantity, concentration, or physical, or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment.

Wildland and Urban Fire Hazards

Both urban and wildland fire hazard potential exists in the City of Merced and surrounding areas, creating the potential for injury, loss of life, and property damage. Urban fires primarily involve the uncontrolled burning of residential, commercial, or industrial structures due to human activities. Wildland fires affect grassland, brush or woodlands, and any structures on or near these fires. Such fires can result from either human made or natural causes.

Urban fires comprise the majority of fires in the City of Merced. The site is adjacent to undeveloped ag land which could be a source for a wildland fire. However, the City of Merced Fire Department has procedures in place to address the issue of wildland fires, so no additional mitigation would be necessary.

Airport Safety

The City of Merced is impacted by the presence of two airports-Merced Regional Airport, which is in the southwest corner of the City, and Castle Airport (the former Castle Air Force Base), located approximately eight miles northwest of the subject site.

The continued operation of the Merced Regional Airport involves various hazards to both flight (physical obstructions in the airspace or land use characteristics which affect flight safety) and safety on the ground (damage due to an aircraft accident). Growth is restricted around the Regional Airport in the southwest corner of the City due to the noise and safety hazards associated with the flight path.

Castle Airport also impacts the City. Portions of the northwest part of the City's SUDP/SOI and the incorporated City are within Castle's safety zones. The primary impact is due to noise (Zones C and D), though small areas have density restrictions (Zone B2). The military discontinued operations at Castle in 1995. One important criterion for determining the various zones is the noise factor. Military aircraft are designed solely for performance, whereas civilian aircraft have extensive design features to control noise.

Potential hazards to flight include physical obstructions and other land use characteristics that can affect flight safety, which include: visual hazards such as distracting lights, glare, and sources of smoke; electronic interference with aircraft instruments or radio communications; and uses which may attract flocks of birds. In order to safeguard an airport's long-term usability, preventing encroachment of objects into the surrounding airspace is imperative.

Railroad

Hazardous materials are regularly shipped on the BNSF and SP/UP Railroad lines that pass through the City. While unlikely, an incident involving the derailment of a train could result in the

spillage of cargo from the train in transporting. The spillage of hazardous materials could have devastating results. The City has little to no control over the types of materials shipped via the rail lines. There is also a safety concern for pedestrians along the tracks and vehicles utilizing at-grade crossings. The design and operation of at-grade crossings allows the City some control over rail-related hazards. Ensuring proper gate operation at the crossings is the most effective strategy to avoid collision and possible derailments.

Public Protection and Disaster Planning

Hospitals, ambulance companies, and fire districts provide medical emergency services. Considerable thought and planning have gone into efforts to improve responses to day-to-day emergencies and planning for a general disaster response capability.

The City's Emergency Plan and the County Hazardous Waste Management Plan both deal with detailed emergency response procedures under various conditions for hazardous materials spills. The City also works with the State Department of Health Services to establish cleanup plans and to monitor the cleanup of known hazardous waste sites within the City.

Project Characteristics

The annexation area is bounded to the south by the BNSF Railroad line. No construction near the lines is expected as part of the annexation and future development. All new construction is proposed on the north side of Santa Fe Drive. The project would include the construction of a gas station/mini-market/car wash, a fast-food restaurant, and drive-thru coffee shop/kiosk. Other retail uses would eventually develop on the site, but those uses are unknown at this time.

Adverse effects of hazards and hazardous materials tend to be localized; therefore, the area near the project area would be most affected by project activities. There are no residential uses within 1,000 feet of the site. There are several industrial uses that employee a large number of people on the south side of the railroad tracks.

The Merced Regional Airport is located approximately 2 miles south of the annexation area. The Castle Airport is located approximately 5-6 miles west of the site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
G. <u>Hazards and Hazardous Materials.</u> Would the project:				
1) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
3) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
4) Be located on a site which is included on a list of hazardous materials site compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	
5) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?		✓		
6) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?			✓	
7) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
8) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			✓	

1) **Less Than Significant**

Hazards and hazardous materials are extensively regulated at the federal, state, and local levels. The only known land use at this time that would involve the use of a large amount of a hazardous material would be the gas station. However, as previously mentioned, there are federal and state regulations that govern the use and delivery of gasoline.

Construction activities associated with the proposed project would involve the use, storage, transport, and disposal of oil, gasoline, diesel fuel, paints, solvents, and other hazardous materials. Once constructed, the project would be required to adhere to all applicable federal and state health and safety standards. Construction activity must also be in compliance with the California Occupational Safety and Health Administration regulations (Occupational Safety and Health Act of 1970). Compliance with these requirements would reduce the risk of hazards to the public to a **less than significant** level.

2) **Less Than Significant**

There are no residential uses within 1,000 feet of the project site and the nearest industrial use would be over 500 feet away across Santa Fe Drive and over the railroad track. Construction on the project site would be reviewed for the use of hazardous materials at the building permit stage. Implementation of Fire Department and Building Code regulations for hazardous materials, as well as implementation of federal and state requirements, would reduce any risk caused by a future use on the site from hazardous materials to a less than significant level.

APPLICABLE GENERAL PLAN GOALS AND POLICIES:

The City of Merced *Vision 2030 General Plan* contains policies that address hazardous materials.

Goal Area S-7: Hazardous Materials	
Goal **Hazardous Materials Safety for City Residents**	
Policies	
S-2.1	Prevent injuries and environmental contamination due to the uncontrolled release of hazardous materials.
Implementing Actions:	
7.1.a	Support Merced County in carrying out and enforcing the Merced County Hazardous Waste Management Plan.
7.1.b	Continue to update and enforce local ordinances regulating the permitted use and storage of hazardous gases, liquids, and solids.
7.1.d	Provide continuing training for hazardous materials enforcement and response personnel.

The *Merced Vision 2030 General Plan* contains policies that address disaster preparedness.

Goal Area S-1: Disaster Preparedness	
Goal **General Disaster Preparedness**	
Policies	
S-1.1	Develop and maintain emergency preparedness procedures for the City.
Implementing Actions:	
1.1.a	Keep up-to-date through annual review the City's existing Emergency Plan and coordinate with the countywide Emergency Plan.

1.1.b	Prepare route capacity studies and determine evacuation procedures and routes for different types of disasters, including means for notifying residents of a need to evacuate because of a severe hazard as soon as possible.
7.1.d	Provide continuing training for hazardous materials enforcement and response personnel.

3) **No Impact**

There are no schools within one-quarter mile of the school. Therefore, there is no impact.

4) **Less than Significant Impact**

According to a California Department of Toxic Substances Control EnviroStor database search, the project site is not listed as a hazardous waste site. The operation of the gas station could result in the release of hazardous materials that could affect the public or the environment. However, the gas station is required to comply with all federal, state, and local laws for gas. Therefore this impact would be less than significant.

5) **Less than Significant with Mitigation**

The project site is identified as being located in Zone C (refer to map at Attachment I) of the Merced County Airport Land Use Compatibility Plan (ALUCP). As such, development on the site would be required to adhere to any regulations set forth in the ALUCP regarding the number of people per building and uses on the site. The following mitigation measure will ensure compliance with those regulations and reduce this potential impact to a less than significant level.

Mitigation Measure HAZ-5

Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.

6) **Less than Significant**

The project site is not located within the vicinity of a private air strip. However the site is approximately 2 miles from the Merced Regional Airport and approximately 5-6 miles from the Castle Airport. The project site is not located within a safety zone for either airport. Therefore, this impact is less than significant.

7) **No Impact**

The proposed project would not adversely affect any adopted emergency response plan or emergency evacuation plan. No additional impacts would result from the development of the project area over and above those already evaluated by the EIR prepared for the *Merced Vision 2030 General Plan.* Refer to the General Plan Policy S-1 above.

8) **Less than Significant Impact**

According to the Cal Fire website, the Merced County Fire Hazard Severity Zone Map shows the project site is designated as a "Local Area of Responsibility" (LRA) with a Hazard Classification of "Moderate."

The City of Merced Fire Department would become the responsible agency for responding to fires at the subject site once annexed. The annexation area may be split and serviced by two different Fire Districts. The northern portion of the annexation area would most likely be served by Fire District #53, with the nearest Fire Station located at 800 Loughborough Drive. The southern portion of the annexation area would be served by District # 51 with the nearest Fire Station located at 99 East 16th Street. However, the City is currently performing a Standards of Coverage study. The results of this study might modify the station responsible for serving the annexation area.

The site is adjacent to ag land that could be susceptible to wildland fires. However, the City of Merced Fire Department has procedures in place to address the issue of wildland fires, so no additional mitigation would be necessary. This potential impact is less than significant.

H. Hydrology and Water Quality

SETTING AND DESCRIPTION

Water Supplies and Facilities

The City's water supply system consists of 22 wells and 14 pumping stations equipped with variable speed pumps that attempt to maintain 45 to 50 psi (pounds per square inch) nominal water pressure. The City is required to meet State Health pressure requirements, which call for a minimum of 20 psi at every service connection under the annual peak hour condition and maintenance of the annual average day demand plus fire flow, whichever is stricter. The first phase of the construction project once annexation is complete (the gas station, mini-market, etc. near the corner of Santa Fe Drive and Highway 59) would be serviced by an existing line in North Highway 59. Subsequent phases of construction may be required to extend the lines down Santa Fe Drive in order to provide service to the site.

Storm Drainage/Flooding

In accordance with the adopted *City of Merced Standard Designs of Common Engineering Structures*, percolation/detention basins are designed to temporarily collect run-off so that it can be metered at acceptable rates into canals and streams which have limited capacity. Storm drain lines would have to be extended to serve the project area. Additionally, a drainage basin would need to be provided on-site to hold storm water generated from the site. The project would be required to comply with all Post Construction Standards for the City's MS IV Permit.

The project site is bounded to the north by Black Rascal Creek. This creek is used for irrigation purposes by the Merced Irrigation District. The creek would not be modified by the project nor would storm drainage enter the creek. All storm drainage would be collected into the City's stormwater system.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
H. <u>Hydrology and Water Quality.</u> Would the project:				
1) Violate any water quality standards or waste discharge requirements?		✓		
2) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
3) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
4) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			✓	
5) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?		✓		
6) Otherwise substantially degrade water quality?			✓	
7) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
8) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?		✓		

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?		✓		
10) Inundation by seiche, tsunami, or mudflow?			✓	

1) **Less Than Significant Impact with Mitigation**

Short-Term Water Quality

The annexation and General Plan Amendment are not expected to violate any water quality standards or waste discharge requirements. However, the subsequent development of the northwest corner would involve grading, building and construction, and paving activities. Because development would occur in phases, the initial phase would occur at the southeast corner of the site and the western edge of the site. During development of the project there would be the potential for surface water to carry sediment from on-site erosion and other pollutants into the stormwater system and local waterways, specifically Black Rascal Creek.

Construction of the project would also require the use of gasoline- and diesel-powered heavy equipment such as bulldozers, backhoes, water pumps, and air compressors. Chemicals such as gasoline, diesel fuel, lubricating oil, hydraulic oil, lubricating grease, automatic transmission fluid, paints, solvents glues, and other substances would be utilized during construction. An accidental release of any of these substances could degrade the water quality of the surface water runoff and add additional sources of pollution into the drainage system.

The National Pollutant Discharge Elimination System (NPDES) stormwater permitting is required by the State Water Board's Construction General Stormwater permit (General Permit). The General Permit regulates stormwater discharges from construction sites. Under the General Permit, the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) is required for construction activities of 1 acre in area. The SWPPP must identify potential sources of pollution that may be reasonably expected to affect the quality of stormwater discharges as well as identify and implement BMP's that ensure the reduction of these pollutants during stormwater discharges.

Mitigation Measure HYD-1 requires that the project applicant prepare and implement an SWPPP. The implementation of this plan would ensure the potential short-term impacts are reduced to a **less than significant level.**

Long-Term Water Quality

The northwest corner of the annexation area is currently undeveloped and doesn't contain any storm drainage facilities. The southwest corner is currently developed, but does not have any stormwater facilities onsite other. Currently runoff within the annexation area either ponds onsite or sheet flows to Black Rascal Creek.

The proposed development on the north side of the annexation area would result in the development of new commercial buildings and infrastructure on the 7.83-acre parcel. The proposed project would increase the amount of impervious surface area on the project site and would create the potential for discharge of urban pollutants into Black Rascal Creek and downstream waterways. Such pollutants would include sediment and turbidity, nutrients, organic compounds, oxygen demanding substances, trash and debris, bacteria and viruses, oil and grease, pesticides, and metals.

As discussed above, the City will require the project applicant to prepare a Storm Water Mitigation Plan for review and approval that identifies BMP's necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP would include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. To ensure that stormwater quality measures are implemented Mitigation Measures HYD-1B is proposed which would require the project applicant to prepare and submit an SWMP to the City of Merced for review and approval. The implementation of the mitigation measure would ensure that potential, long-term, operational water quality impacts are reduced to a level of **less than significant**.

Mitigation Measure HYD-1a

Prior to the issuance of grading permits, the project applicant shall file a Notice of Intent with and obtain a facility identification number from the State Water Resources Control Board. The project applicant shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities. The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:

- *Comply with the requirements of the State of California's most current Construction Stormwater Permit.*
- *Temporary erosion control measures shall be implemented on all disturbed areas.*
- *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.*
- *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.*
- *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.*
- *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.*

- *In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*

Mitigation Measure HYD-1b

Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.

APPLICABLE GENERAL PLAN GOALS AND POLICIES:
The *Merced Vision 2030 General Plan* contains policies that address Water Quality and Storm Drainage.

Goal Area P-5: Storm Drainage and Flood Control	
Goal: An Adequate Storm Drainage Collection and Disposal System in Merced	
Policies	
P-5.1	Provide effective storm drainage facilities for future development.
P-5.2	Integrate drainage facilities with bike paths, sidewalks, recreation facilities, agricultural activities, groundwater recharge, and landscaping.
Implementing Actions:	
5.1.a	Continue to implement the City's Storm Water Master Plan and the Storm Water Management Plan and its control measures.
5.1.c	Continue to require all development to comply with the Storm Water Master Plan and any subsequent updates.

2) **Less Than Significant Impact**

The City of Merced is primarily dependent on groundwater sources that draw from the San Joaquin aquifer. The City has 22 active well sites with one under construction, and 14 pumping stations, which provide service to meet peak hour urban level conditions and the average daily demand plus fire flows.

According to the City of Merced Draft Water Master Plan, the estimated average peak water demand in 2012 was 23.1 mgd.

The proposed project is estimated to use approximately 750 gallons of water per day. This would represent 0.0032% of the estimated average daily water consumption in 2012. Although development of the site would restrict onsite recharge where new impervious

surface areas are created, all alterations to groundwater flow would be captured and routed to the stormwater percolation ponds or pervious surfaces with no substantial net loss in recharge potential anticipated. This reduces this impact to a **less than significant level**.

3) **Less Than Significant Impact**

The proposed project would result in modifications to the existing drainage pattern on the site. The project will be designed to capture all surface water runoff onsite and then drain into the City's existing storm drainage system. Drainage would not go directly to Black Rascal Creek to the north of the site.

The project site is currently vacant and consists of pervious surfaces. The proposed project would create impervious surfaces over a large portion of the project site, thereby preventing precipitation from infiltrating and causing it to pond or runoff. However, stormwater flows would be contained on-site and piped or conveyed to the City's stormwater system, there would be no potential for increased erosion or sedimentation.

Developed storm drainage facilities in the area are adequate to handle this minor increase in flows. The project would not result in a substantial alteration of drainage in the area, and no offsite uses would be affected by the proposed changes. All potential impacts are **less than significant.**

4) **Less Than Significant Impact**

The proposed project would alter the existing drainage pattern of the site, but not in a manner that would result in flooding. The site is currently vacant and any construction on the site would alter the drainage pattern and reduce the absorption capability of the site. There are no streams or rivers that would be affected. Black Rascal Creek to the north of the site would also not be affected. All storm runoff would be captured onsite and conveyed through pipes to the City's stormwater system. Any changes to the site would drain into the City's existing storm drain system which would prevent any onsite or offsite flooding. This potential impact is **less than significant**.

5) **Less Than Significant Impact with Mitigation**

Construction of the development at the northwest corner of Highway 59 and Santa Fe Drive would install a storm drainage system designed to connect to the City's existing storm drain system. Storm drain lines currently existing in Olive Avenue to the east of the site. These lines would be extended to the site to serve the future development. A storm drain basin would be constructed at the northeast corner of the site to provide on-site retention of storm water before it is discharged to the City's storm drain system. The developer would be required to comply with the City's Post-Construction Standards for the City's Phase II MS4 Permit and provide all documentation required by the City Engineer to confirm the proposed basin is of sufficient capacity to serve the development. The following mitigation measure would ensure any impacts are reduced to a **less than** significant level.

Mitigation Measure Hyd-5

Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.

6) **Less Than Significant Impact**

The proposed project would not substantially degrade water quality. The proposed project would be served by the City's water system and all water runoff will be contained onsite then directed out to the City's storm drain system. The construction of the project would not affect the water quality and would not degrade water quality in the area. This potential impact is **less than significant**.

7) **No Impact**

There are no homes within the proposed annexation area and no homes are proposed with the future development.

8) **Less than Significant Impact with Mitigation**

The Flood Insurance Rate Map shows the annexation area within Flood Zone "AE" (100-year) (see the LOMR and revised Flood Insurance Rate Map at Attachment J). The northwest corner of North Highway 59 and Santa Fe Drive was previously in a floodway. However, in 2015, FEMA approved a LOMR for this area which revised the flood zone to an AE zone instead of a floodway. Areas within the AE Flood Zone are areas that have a 1% probability of flooding every year (also known as the "100-year floodplain"), and where predicted flood water elevations above mean sea level have been established. Properties in Zone AE are considered to be at high risk of flooding under the National Flood Insurance Program (NFIP).

In order to build within this flood zone, certification must be provided that the finished floor of all structures are above the base flood elevation (BFE) established for the area (167.4).

In addition to FEMA flood zone requirements, the State of California has adopted the Urban Level of Flood Protection (ULOP) Criteria in response to the Central Valley Flood Protection Act of 2008. These criteria were adopted to help strengthen the link between flood management and land use within California's Central Valley by protecting development from a 200-year flood event. In order to study the impacts of a 200-year event in accordance with the ULOP, a study was prepared by River Focus (Attachment K).

The ULOP study resulted in the following mitigation measures being imposed to ensure the development of the project at the northwest corner of North Highway 59 and Santa Fe Drive is protected from a 200-year flood event as described in the ULOP. Implementation of this mitigation measure would reduce the impacts from all flooding to a **less than significant level.**

Mitigation Measure HYD-8

Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).

A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A summary of

proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 ft. to 168.7 ft. (NAVD88 vertical datum).

Proposed Fill Elevations – Project Site

Location	*200-year Water Surface Elevation (ft. NAVD88)*	*Freeboard Height (ft)*	*Fill Elevation (ft, NAVD88)*
Downstream (Northwest) End of Project Site	*167.4*	*1*	*168.4*
Upstream (East) End of Project Site	*167.7*	*1*	*168.7*

9) **Less than Significant Impact with Mitigation**

Refer to the discussion in item #8 above and Mitigation Measure HYD-8

10) **Less than Significant Impact**

The proposed project is located approximately 80 miles from the Pacific Ocean, distant from any large lakes, and not within the inundation zones for Lake Yosemite or Bear Reservoir at an elevation ranging from approximately 173 feet above MSL. According to the City's General Plan Safety Element, the City of Merced is not subject to inundation by tsnami, seiche, or mudflow. This potential impact is **less than significant**.

I. Land Use and Planning

SETTING AND DESCRIPTION

The annexation area is located at the intersection of North Highway 59 and Santa Fe Drive. A 7.83-acre property lies on the northwest corner and a 1.0-acre site at the southwest corner. The northwest corner of the site is vacant and has a General Plan designation of Open Space due to previous flood plain issues (see Section H).

The proposed annexation would not change the land use at the southwest corner of North Highway 59 and Santa Fe Drive. The Pre-Zoning for this area would be for Light Industrial (I-L). The existing wholesale/retail business would remain and the existing General Plan designation of Industrial would be consistent with the existing land use and proposed zoning.

The proposed Pre-Zoning for the northwest corner of North Highway 59 and Santa Fe Drive would be Thoroughfare Commercial (C-T). The proposed General Plan Amendment would amend the designation this area from Open Space (OS) to Thoroughfare Commercial (CT). The proposed development in this area would be consistent with the General Plan and Zoning designations of Thoroughfare Commercial.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. Land Use and Planning. Would the project:				
1) Physically divide an established community?				✓
2) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
3) Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

1) **No Impact**

The annexation of this area would not divide an established community. As shown on the location map at Attachment A, the southern and eastern boundaries of the annexation area are adjacent to the current City Limits.

2) **No Impact**

Upon approval of the annexation, the project site would comply with the City's General Plan. Part of the annexation process includes pre-zoning the site to Thoroughfare Commercial (C-T) and amending the General Plan designation from Open Space (OS) to Thoroughfare Commercial (CT). The project would not conflict with any other plans.

3) **No Impact**

The project site is not part of any habitat conservation plan or natural community conservation plan. Therefore, there are no impacts.

J. Mineral Resources

SETTING AND DESCRIPTION

The City of Merced and its SUDP/SOI do not contain any mineral resources that require managed production, according to the State Mining and Geology Board. Based on observed site conditions and review of geological maps for the area, economic deposits of precious or base metals are not expected to underlie the Merced SUDP/SOI. According to the California Geological Survey, Aggregate Availability in California - Map Sheet 52, Updated 2006, minor aggregate production occurs west and north of the City of Merced, but economic deposits of aggregate minerals are not mined within the immediate vicinity of the SUDP/SOI. Commercial deposits of oil and gas are not known to occur within the SUDP/SOI or vicinity.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
J. Mineral Resources. Would the project:				
1) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
2) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓

1) **No Impact**

The project site does not support mineral extraction operations and would not result in the loss of availability of any known mineral resource.

2) **No Impact**

The project site does not support mineral extraction operations and would not result in the loss of availability of any known mineral resource.

K. Noise

SETTING AND DESCRIPTION

Potential noise impacts of the proposed project can be categorized as those resulting from construction and those from operational activities. Construction noise would have a short-term effect; operational noise would continue throughout the lifetime of the project.

Some land uses are considered more sensitive to noise levels than other uses. Sensitive land uses can include residences, schools, nursing homes, hospitals, and some public facilities, such as libraries. The noise level experienced at the receptor depends on the distance between the source and the receptor, the presence or absence of noise barriers and other shielding devices, and the amount of noise attenuation (lessening) provided by the intervening terrain. For line sources such as motor or vehicular traffic, noise decreases by about 3.0 to 4.5A –weighted decibels (dBA) for every doubling of the distance from the roadway.

No residential uses are proposed within this annexation area. The property to the south of Santa Fe Drive is currently developed and no additional expansion is expected. On the north side of Santa Fe Drive, commercial uses including fast-food restaurants, a gas station/mini-market, and other retail uses are proposed. The nearest sensitive uses to the site (i.e., residential) are approximately 1,000 to 1,500 feet away.

Noise from Other Existing Sources

Vehicular noise from North Highway 59 and Santa Fe Drive along with railroad noise from the BNSF Railroad would be the primary existing noise sources at the project site. According to the *Merced Vision 2030 General Plan*, the acceptable noise level for outdoor uses such as a playground

or park is 70db/CNEL for roadways and railroads and 75db/CNEL for aircraft. The General Plan does not address outdoor uses such as outdoor dining associated with a restaurant or pumping gas at a gas station. These uses would typically expose a person to the noise level from the roads, railroad, and aircraft for a much more brief period of time than someone visiting a park or attending an outdoor recreation event. For the purposes of this analysis, 70 db/CNEL and 75 db/CNEL will be used to as a threshold roadway, railroad, and aircraft noise.

According to the *Merced Vision 2030 General Plan*, the existing noise level at a distance of 100 feet from Santa Fe Drive is 66 dB. At a distance of 54 feet from the road, the noise level would reach 70 dB. At 100 feet from North Highway 59, the noise level is 69.3 dB. At a distance of 89 feet, the noise level would increase to 70 dB.

The *Merced Vision 2030 General Plan* states that the noise level from the BNSF railroad is 72 dB at distance of 100 feet from the railroad. At 137 feet the noise level is 70 dB.

The Castle Airport is approximately 5 miles to the west and the Merced Regional Airport is approximately 3.2 miles to the south. The site is located outside the 60db/CNEL for the Castle Airport and outside of the 55db/CNEL for the Merced Regional Airport.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
K. **Noise.** Would the project result in:				
1) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
2) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
3) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
4) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
5) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓

1) **Less Than Significant with Mitigation**

Construction Noise

Although no sensitive uses are located adjacent to the site, it is still possible for construction-related noise to impact the residences. In an effort to minimize any impact on those residences the Mitigation Measure NOI 1 is required.

Mitigation Measure NOI 1

The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.

Operational Noise

The proposed uses would not generate a large amount of noise to the area. However, given the location, the roads, railroad, and aircraft may have an effect on any outdoor uses. Therefore, Mitigation Measure NOI 2 is required.

Mitigation Measure NOI 2

Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:

Road/Railroad	*Required Setback*
Santa Fe Drive	*54 Ft.*
North Highway 59	*89 Ft.*
BNSF Railroad	*137 Ft.*

2) **Less than Significant Impact**

Construction activity can create groundborne vibration and groundborne noise. However, given the distance of the sensitive uses (residences) to the site, the level of groundborne vibration and noise would be less than significant.

3) **Less than Significant Impact**

Implementation of the project after annexation would introduce new noise sources to the area. Commercial uses such as a fast-food restaurant, gas station/mini-market, car wash, and drive-through coffee shop/kiosk would replace the vacant lot at the northwest corner of Santa Fe Drive and North Highway 59. It is likely that traffic to this area would increase and the uses themselves would generate a certain amount of noise during daily operations.

Given the distance of the sensitive uses to the site, this impact would be less than significant.

4) **Less Than Significant with Mitigation**

Temporary or periodic noise levels would increase with construction of the project. Construction noise was analyzed under item #1 above. Implementation of Mitigation Measure NOI 1 would reduce this impact to a less than significant level.

Mitigation Measure NOI 1

See description above.

5) **No Impact**

The project site is not located within two miles of a public airport or public use airport, therefore, there is no impact.

6) **No Impact**

The project site is not located within the vicinity of a private airstrip, therefore, there is no impact.

L. Population and Housing

SETTING AND DESCRIPTION

The proposed annexation would add area to the City Limit of the City of Merced. No residential uses exist or are proposed within the annexation area. The project proposed for the northwest corner of Highway 59 and Santa Fe Drive would include commercial uses which would generate new jobs within the City of Merced.

Expected Population and Employment Growth

According to the State Department of Finance, the City of Merced's population in 2018 was estimated to be 86,750. Population projections estimate that the Merced SUDP/SOI area will have a population of 159,900 by the Year 2030. According to the *Merced Vision 2030 General Plan*, the City of Merced is expected to experience significant employment growth by the Year 2030.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
L. Population and Housing. Would the project:				
1) Induce substantial population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
3) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

1) **No Impact**

The annexation area does not include any residential uses nor does the proposed commercial project for the northwest corner. The project does not include the construction or extension of any new roads, but water, sewer, and storm drain lines would be extended across the full frontage of the property. The extension of these lines would not produce an increase in the population of the City. Therefore, there is no impact.

2) **No Impact**

There are no housing units within the annexation or the future project area. No one would be displaced by this project.

3) **No Impact**

See item 2.

M. Public Services

SETTING AND DESCRIPTION

Fire Protection

The City of Merced Fire Department provides fire protection, rescue, and emergency medical services from five fire stations throughout the urban area. The City's Central Fire Station (Station 51) is located in the downtown area at 16th and G Streets. There are four other stations within the City: Station 52 is located at the Merced Regional Airport on Falcon Way; Station 53 is located on Loughborough Drive between M and R Streets, just north of the Merced Mall; Station 54 is on East 21st Street; and Station 55 is located at the intersection of Parsons and Silverado Avenues in North Merced.

The annexation area would be served by Station 53 on Loughborough Drive. This station is approximately 1.5 miles from the annexation area.

Police Protection

The City of Merced Police Department provides police protection for the entire City. The Police Department employs a mixture of sworn officers, non-sworn officer positions (clerical, etc.), and unpaid volunteers (VIP's). The service standard used for planning future police facilities is approximately 1.37 sworn officers per 1,000 population, per the Public Facilities Financing Plan.

The Police Department has two stations: the Main Station located at 611 West 22nd Street, and the South Station located at 470 West 11th Street.

Schools

The public school system in Merced is served by three districts: 1) Merced City School District (elementary and middle schools); 2) Merced Union High School District (MUHSD); and, 3) Weaver Union School District (serving a small area in the southeastern part of the City with elementary schools). The districts include various elementary schools, middle (junior high) schools, and high schools.

Parks

The City of Merced has a well-developed network of parks and recreation facilities throughout the City. A Class III bike path is located on the east side of Highway 59 that connects the annexation area to the north/northeast and central portions of the city.

Project Characteristics

The annexation area is located at the northwest corner of North Highway 59 and Santa Fe Drive. There is an existing retail/wholesale business at the southwest corner of North Highway 59 and Santa Fe Drive and a vacant lot at the northwest corner. A commercial development is proposed for the northwest corner once annexation is complete. Refer to the project description section of this document for details.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
M. <u>Public Services.</u> Would the project:				
1) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
a) Fire Protection?			✓	
b) Police Protection?			✓	
c) Schools?			✓	
d) Parks?			✓	
e) Other Public Facilities?			✓	

1) **Less than Significant Impact**

a) <u>Fire Protection</u>

The proposed annexation area and subsequent commercial project would be served by the Station 53 on Loughborough Drive. This station would be able to adequately serve the

annexation area and maintain the Fire Department's goal of a 4-6 minute response time for the first crew to arrive at a fire or medical emergency. The proposed annexation and subsequent development of the vacant parcel would not significantly affect fire protection services, and no new or modified fire facilities would be needed. Construction within the annexation area would be required to meet all requirements of the California Fire Code and the Merced Municipal Code. Compliance with these requirements would reduce any future impacts to a less than significant level.

At the time a building permit is issued, the developer would be required to pay the fees required by the Public Facility Financing Plan (PFFP). A portion of this fee goes to cover the City's costs for fire protection such as fire stations, etc. In addition, the developer would be required to annex into the City's Community Facilities District for Services (CFD #2003-2). This would result in an assessment paid with property taxes in which a portion of the tax would go to pay for fire protection services.

Compliance with all Fire, Building, and Municipal Code requirements as well as payment of the Impact Fees required by the Public Facilities Financing Program, and annexation into the City's CFD for services would reduce any potential impacts to a **less than significant level**).

b) Police Protection

The proposed annexation area and subsequent commercial project would be adequately served by the City's Police Department. The same requirements for paying Public Facility Impact Fees and annexation into the City's Community Facilities District for Services (CFD #2003-2) would apply with a portion of the fees and taxes collected going toward the costs for police protection. Therefore, this potential impact is reduced to a **less than significant** level.

c) Schools

The public school system in Merced is served by three districts: 1) Merced City School District (elementary and middle schools); 2) Merced Union High School District (MUHSD); and, 3) Weaver Union School District (serving a small area in the southeastern part of the City with elementary schools). The districts include various elementary schools, middle (junior high) schools, and high schools. The Project site falls within the Merced City School District and Merced Union High School District (MUHSD).

As the City grows, new schools will need to be built to serve our growing population. According to the Development Fee Justification Study for the MUHSD, Merced City Schools students are generated by new multi-family development at the following rate:

Student Generation Rates		
Commercial/Industrial Category	**Elementary (K-8) (Students per 1,000 sq.ft.)**	**High School (9-12) (Students per 1,000 sq.ft.)**
Retail	0.13	0.038
Restaurants	0.00	0.157
Offices	0.28	0.048
Services	0.06	0.022
Wholesale/Warehouse	0.19	0.016
Industrial	0.30	0.147
Multi-Family	0.559 (per unit)	0.109 (per unit)

Based on the table above, the proposed commercial project would add 2.33 high school students and 4.66 K-8 students. This change would not create a significant impact on the school system. Therefore, this impact is less than significant.

d) Parks

Payment of the fees required under the Public Facilities Financing Program (PFFP) as described above would be required at time of building permit issuance to help fund future parks and maintenance of existing parks as well as the payment of fees in lieu of land dedication for future parks would be required at the building permit stage. The proposed amenities onsite and the payment of fees would reduce this potential impact to **less than significant**.

e) Other Public Facilities

The development of the project could impact the maintenance of public facilities and could generate impacts to other governmental services. Payment of the fees required under the Public Facilities Financing Program (PFFP) as described above would mitigate these impacts to a **less than significant** level.

N. Recreation

SETTING AND DESCRIPTION

The City of Merced has a well-developed network of parks and recreation facilities. Fahrens Park and Carol Gabriault Park are both located within a one-mile radius of the annexation area. Additionally, a Class III bike path runs along the east side of North Highway 59 connecting the area to the north/northeast and central portions of the city.

No residential development is proposed within the annexation area.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
N. Recreation. Would the project:				
1) Increase the use of neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	
2) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

1) **Less Than Significant Impact**

The annexation and commercial project do not include the addition of any dwelling units. It is unlikely that the use of parks would increase due to the annexation or subsequent project. The use of the bike path might increase due to the new commercial uses, but it is unlikely that the increase would be substantial. Therefore, this impact would be less than significant.

2) **No Impact**

The project is not responsible for the construction or expansion of any recreational facilities. However, as described above, new construction would pay impact fees required under the PFFP, a portion of which goes to fund parks facilities.

O. Transportation/Traffic

SETTING AND DESCRIPTION

This project is for the annexation of 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive. North Highway 59 in this area is a two-lane state highway and Santa Fe Drive is currently a 4-lane road (two east-bound and two west-bound lanes). Santa Fe Drive is the extension of Olive Avenue (east of North Highway 59), which is a 6 lane road with three lanes in each direction. The number 3 west-bound lane becomes a dedicated right-turn lane at the intersection of Olive Avenue and North Highway 59.

There is a signalized intersection at the corner of North Highway 59 and Santa Fe Drive/Olive Avenue. Just south of the intersection is a railroad crossing for the BNSF railroad.

The proposed annexation would not change the layout of the road. However, the subsequent development on the north side of Santa Fe Drive would require improvements such as curb, gutter, and sidewalk along the project frontage on Santa Fe Drive and North Highway 59. The project also proposes two driveways on Santa Fe Drive and one driveway on North Highway 59 (refer to the site plan at Attachment C).

A Traffic Impact Analysis was prepared by KD Anderson & Associates, Inc. (Attachment L). A revised Executive Summary for this analysis was provided based on comments received from the Merced County Community and Economic Development Department and LAFCo of Merced County. This revised Executive Summary is provided at Attachment L with the full Traffic Impact Analysis. This analysis was reviewed by Caltrans due to the proximity of the project to a state highway. Caltrans concurs with the analysis and has no additional comments.

The traffic analysis analyzed the development of approximately 42,800 s.f. of retail commercial uses, including a gasoline station with a convenience store, fast food restaurants, coffee kiosk, and other retail uses.

The traffic analysis included traffic conditions occurring on weekday a.m. and p.m. commute periods. The analysis addressed the operation of seven (7) existing intersections:

1. SR 59/Yosemite Avenue – Traffic Signal
2. SR 59/Buena Vista Drive – Traffic Signal
3. SR 59/Santa Fe Drive/W. Olive Avenue – Traffic Signal

4. W. Olive Avenue/Loughborough Drive – Traffic Signal
5. W. Olive Avenue/Austin Avenue – Traffic Signal
6. SR 59/Cooper Avenue/Willowbrook Drive – Traffic Signal
7. SR 59/W. 16th Street – All-Way Stop

The analysis also addresses conditions on SR 59, Olive Avenue, and Santa Fe Drive based on daily traffic volumes.

The analysis considers the following scenarios:

- Existing Conditions
- Existing Conditions Plus Project Build out with access as proposed
- Year 2035 Cumulative Conditions without the Project
- Year 2035 Cumulative Conditions with Project Build Out

Existing Conditions

The City establishes Level of Service (LOS) D as the minimum acceptable standard for intersections and roadways.

Traffic counts were conducted in 2017 to establish existing conditions. Two safety intersection improvement projects are pending and are expected to be completed before the proposed project proceeds. These improvements are included in the analysis of existing conditions at the SR 59/Olive Avenue/Santa Fe Drive intersection and the SR 59/W. 16th Street intersection.

With anticipated improvements, all study intersections operate at LOS D or better during the study hours. However, SR 59 between W. 16th Street and Olive Avenue carries daily traffic volumes that are indicative of LOS F conditions.

The existing system of pedestrian and bicycle facilities in this area includes limited sidewalks and Class I bike paths, but pedestrians and bicycles use paved shoulders elsewhere. A gap exists in the pedestrian system on the west side of SR 59 between Cooper Avenue and Santa Fe Drive, and right of way would need to be acquired to improve the situation in this area.

Alternative Transportation

Public Transportation

The City of Merced is served by the Merced Transit System known as "The Bus." This system includes a number of fixed routes throughout the City. The project site would be part of the M1-Merced West Route. This route originates at the Merced Transportation Center in downtown Merced and covers the southwest and northwest areas of the City.

Bicycles

The City of Merced General Plan includes a Bicycle Master Plan which identifies existing and planned facilities. A Class 1 bike path exists on the east side of Highway 59 and extends to the northeastern section of the City as well as the central part of the City.

Pedestrians

Sidewalks would be installed as part of the development of the northwest corner of North Highway 59 and Santa Fe Drive. Sidewalks would be required to be installed along the property frontage on Santa Fe Drive and North Highway 59.

Currently, there are no sidewalks on Highway 59 from Olive Avenue south to the railroad tracks. However, the City is currently working on a project that would provide a safe pedestrian crossing at the railroad tracks as well as sidewalks.

Sidewalks exists on the south side of Olive Avenue all the way to the intersection with North Highway 59. On the north side of Olive Avenue, the sidewalk stops approximately 400 feet west of the intersection.

Truck Access

The proposed development at the northwest corner would require truck access for delivery of fuel and other goods. As proposed trucks would have access to enter and exit the site from one of the two driveways on Santa Fe Drive or the driveway on North Highway 59. The eastern driveway on Santa Fe Drive and the driveway on Highway 59 are both right-in/right-out driveways. If a truck is leaving the site and wants to go eastbound, they would have to use the western driveway to make a left turn out of the site. Access to Highway 99 is available from North Highway 59. Most truck traffic will most likely use the Highway 59 driveway to exit the site and either continue on Highway 59 or use Highway 59 to access Highway 99.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
O. Transportation/Traffic. Would the project:				
1) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant component of the circulation system including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		✓		

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) Conflict with an applicable congestion management program including but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?		✓		
3) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?		✓		
4) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?		✓		
5) Result in inadequate emergency access?			✓	
6) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?		✓		

1) **Less than Significant with Mitigation**

The threshold of significance for this impact is a project ADT (Average Daily Trips) contribution equal or greater than 5% of the current ADT for an "arterial roadway" that is, or will be operating at an unacceptable LOS "E" or "F."

The threshold of significance for a collector road is an amount where the Project contributes more than 20% of the current ADT on roads carrying at least 3,000 ADT. Thus, a significant impact would occur if a Project adds 601 ADT to a collector road that currently has 3,000 ADT.

All the roadway segments studied (SR 59, Santa Fe Drive, and Olive Avenue) are arterial roadways. Thus, the threshold of significance would be the addition of 5% of the current ADT for roadways operating at LOS "E" or "F." As shown in the table below, SR 59 from Olive Avenue to W. 16th Street is currently operating at LOS F.

Existing Roadway Segments Volumes and Levels of Service				
Street	**From**	**To**	**Daily Volume**	**LOS**
SR 59	Buena Vista Dr.	W. Olive Ave	13,379	D
	W. Olive Ave.	BNSF RR	21,954	**F**
	BNSF RR	W. 16th St.	20,462	**F**
Santa Fe Dr.	Beachwood Dr.	SR 59	19,733	C
W. Olive Ave	SR 59	Loughborough Dr.	25,131	C

Phase One of the proposed development at the northwest corner of North Highway 59 and Santa Fe Drive would add approximately 1,116 daily trips to the area. Phase Two would add an additional 1,924 trips for a total of 4,040 daily trips at full build-out of the project. The table on the following page shows the comparison of the existing traffic volumes to the expected traffic volumes with build-out of the project. As shown, the additional traffic generated from the project would not decrease the level of service for these roadway segments below the existing LOS. As shown below, no segment of the SR 59 that currently operates at LOS F exceeds a 5% increase in traffic volume. Therefore the project would not result in a significant impact.

Existing Roadway Segments Plus Project Volumes and Levels of Service							
Street	**From**	**To**	**Existing Daily Volume**	**Project Daily Volume**	**Total Daily Volume**	**Percent Increase**	**LOS**
SR 59	Buena Vista Dr.	W. Olive Ave	13,379	1,010	14,749	7.0%	D
	W. Olive Ave.	BNSF RR	21,954	808	22,762	3.7%	**F**
	BNSF RR	W. 16th St.	20,462	404	20,866	2.0%	**F**
Santa Fe Dr.	Beachwood Dr.	SR 59	19,733	606	20,339	3.1%	C
W. Olive Ave	SR 59	Loughborough Dr.	25,131	2,015	27,146	8.0%	C

Intersections

Although SR 59 between Olive Avenue and W. 16th Street would continue to operate at an LOS F, the existing off-site intersections studied would all operate at an LOS D. However, the proposed western driveway is forecasted to operate at an LOS F in the p.m. peak hour (4-6 p.m.) In order to improve this condition, mitigation measures are proposed (see Mitigation Measure TRA-1 below).

Similarly, the SR 59 access is expected to occasionally be blocked by the queue of southbound traffic extending from the Santa Fe Drive traffic signal. Alternative measures to alleviate this issue are also noted, along with their ramifications on the site. The traffic analysis recommends Alternative #1 as the preferred mitigation measure for this impact.

SR 59 Access Alternatives

Alternative	Ramification
Lengthen southbound left turn lane.	Facilitates access but does not shorten queues (*mitigation recommended by traffic analysis*).
Move access to the north.	Affects Black Rascal Creek as well as property not included in project.
Close SR 59 access.	Exacerbates issues at western access and makes site untenable as a retail center.

The additional traffic on the roadways does not reach the level of significance since the amount of traffic added to the sections of road currently operating at LOS F are less than 5%. However the on-site impacts described above would require mitigation to reduce them to a **less than significant level (see Mitigation Measures TRA 1 and TRA 1a).**

Cumulative Conditions

The analysis of the Cumulative Plus Project analysis determined that in order to improve the level of service at SR 59 and Olive Avenue, improvements would be needed. As mitigation for the project's proportional impact on this roadway segment, the analysis determined the development should contribute its fair share to the cost of intersection improvements. Therefore, the following mitigation measure TRA-1b is recommended to bring this impact to a **less than significant level.**

Mitigation Measure TRA-1

The following improvements shall be incorporated into the development of the northwest corner of North Highway 59 and Santa Fe Drive. These improvements are the sole responsibility of the property owner/developer.

1. *Restripe Santa Fe Drive to create a two-way left-turn (TWLT) lane east of the western access. This will improve the Level of Service by accommodating two-step left turns,*

2. *Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.*

A traffic signal may be required at the western-most driveway. Traffic conditions at the western access shall be monitored and a traffic signal shall be installed if determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of the owner/developer.

Mitigation Measure TRA-1a

The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.

Mitigation Measure TRA-1b

The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue:

- *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,*
- *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,*
- *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*

The additional traffic on the roadways does not reach the level of significance since the amount of traffic added to the sections of road currently operating at LOS F are less than 5%. However the on-site impacts described above would require mitigation to reduce them to a **less than significant level.**

2) **Less Than Significant with Mitigation**

Refer to item #1 above.

3) **Less Than Significant with Mitigation**

The project site is identified as being located in Zone C (refer to map at Attachment I) of the Merced County Airport Land Use Compatibility Plan (ALUCP). As such, development on the site would be required to adhere to any regulations set forth in the ALUCP regarding the number of people per building and uses on the site. Mitigation Measure HAZ-5 will ensure compliance with those regulations and reduce this potential impact to a less than significant level.

4) **Less than Significant with Mitigation**

The proposed project on the northwest corner North Highway 59 and Santa Fe Drive proposes right-turn only access to North Highway 59 north of Olive Avenue, as well as two driveways on Santa Fe Drive. The operation of the driveways as it relates to sight distance, intersection spacing, and weaving between driveways was considered, and measures to ensure the long term feasibility of these access points has been identified. Mitigation Measure TRA-1 would reduce this impact to a **less than significant level.**

5) **Less than Significant**

The proposed development has access from two driveways on Santa Fe Drive and one on North Highway 59. Typically, the Fire Department requires a minimum of two access points to serve a site. This project meets that minimum. Emergency services can access the site from the north via Highway 59, from the south also via Highway 59, and from the

east and west via Santa Fe Drive and Olive Avenue, respectively. This impact is **less than significant.**

6) **Less Than Significant with Mitigation**

The project site is served by the M-1 bus route and would be easily accessible to the City's existing bike path. The City's Design Standards provide standards for constructing streets with bicycle facilities and the Zoning Ordinance requires on-site bicycle parking facilities. Compliance with these requirements and the implementation of the following mitigation measure would reduce any impacts to a **less than significant level**.

TRA -6

Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.

P. Utilities and Service Systems

SETTING AND DESCRIPTION

Water

The City's water system is composed of 23 groundwater production wells located throughout the City, approximately 350 miles of main lines, and 4 water tower tanks for storage. Well pump operators ensure reliability and adequate system pressure at all times to satisfy customer demand. Diesel powered generators help maintain uninterrupted operations during power outages. The City of Merced water system delivered more than 24 million gallons of drinking water per day in 2013 to approximately 20,733 residential, commercial, and industrial customer locations. The City is required to meet State Health pressure requirements, which call for a minimum of 20 psi at every service connection under the annual peak hour condition and maintenance of the annual average day demand plus fire flow, whichever is stricter. The City of Merced Water Division is operated by the Public Works Department.

The City of Merced's wells have an average depth of 414 feet and range in depth from 161 feet to 800 feet. The depth of these wells would suggest that the City of Merced is primarily drawing water from a deep aquifer associated with the Mehrten geologic formation. Increasing urban demand and associated population growth, along with an increased shift by agricultural users from surface water to groundwater and prolonged drought have resulted in declining groundwater levels due to overdraft. This condition was recognized by the City of Merced and the Merced Irrigation District (MID) in 1993, at which time the two entities began a two-year planning process to assure a safe and reliable water supply for Eastern Merced County through the year 2030. Integrated Regional Water Planning continues today through various efforts.

Wastewater

Wastewater (sanitary sewer) collection and treatment in the Merced urban area is provided by the City of Merced. The wastewater collection system handles wastewater generated by residential, commercial, and industrial uses in the City.

The City Wastewater Treatment Plant (WWTP), located in the southwest part of the City about two miles south of the airport, has been periodically expanded and upgraded to meet the needs of the City's growing population and new industry. The City's wastewater treatment facility has a capacity of 11.5 million gallons per day (mgd), with an average 2006 flow of 8.5 mgd. The City has recently completed an expansion project to increase capacity to 12 mgd and upgrade to tertiary treatment with the addition of filtration and ultraviolet disinfection. Future improvements would add another 8 mgd in capacity (in increments of 4 mgd), for a total of 20 mgd. This design capacity can support a population of approximately 174,000. The collection system will also need to be expanded as development occurs.

Treated effluent is disposed of in several ways depending on the time of year. Most of the treated effluent (75% average) is discharged to Hartley Slough throughout the year. The remaining treated effluent is delivered to a land application area and the on-site City-owned wetland area south of the treatment plant.

Storm Drainage

The Draft *City of Merced Storm Drainage Master Plan* addresses the collection and disposal of surface water runoff in the City's SUDP. The study addresses both the collection and disposal of storm water. Systems of storm drain pipes and catch basins are laid out, sized, and costed in the plan to serve present and projected urban land uses.

It is the responsibility of the developer to ensure that utilities, including storm water and drainage facilities, are installed in compliance with City regulations and other applicable regulations. Necessary arrangements with the utility companies or other agencies will be made for such installation, according to the specifications of the governing agency and the City (Ord. 1342 § 2 (part), 1980: prior code § 25.21(f)). The City requires the construction of storm water percolation/detention basins with new development. Percolation basins are designed to collect storm water and filter it before it is absorbed into the soil and reaches groundwater tables. Detention basins are designed to temporarily collect runoff so it can be metered at acceptable rates into canals and streams which have limited capacity. The disposal system is mainly composed of MID facilities, including water distribution canals and laterals, drains, and natural channels that traverse the area.

The City of Merced has been involved in developing a Storm Water Management Plan (SWMP) to fulfill requirements of storm water discharges from Small Municipal Separate Storm Sewer System (MS4) operators in accordance with Section 402(p) of the Federal Clean Water Act (CWA). The SWMP was developed to also comply with General Permit Number CAS000004, Water Quality Order No. 2003-0005-DWQ.

Solid Waste

The City of Merced is served by the Highway 59 Landfill and the Highway 59 Compost Facility, located at 6040 North Highway 59, one and one-half miles north of Old Lake Road. The County of Merced is the contracting agency for landfill operations and maintenance, while the facilities are owned by the Merced County Association of Governments. The City of Merced provides services for all refuse pick-up within the City limits and franchise hauling companies collect in the unincorporated areas. In addition to these two landfill sites, there is one private disposal facility, the Flintkote County Disposal Site, at SR 59 and the Merced River. This site is restricted to concrete and earth material.

Project Characteristics

The new construction portion of the annexation area would be required to connect to the City's water, sewer, and storm drain system. All lines would be required to run along the full length of the project frontage. The existing business at the southwest corner of North Highway 59 and Santa Fe Drive would not be required to connect to City services at this time. However, if in the future, the water well or septic tank failed, they would be required to connect to the City's services at that time. Additionally, if the owner of the property proposed a large remodel or new construction on the site, connection to City services would then be required.

A 16-inch diameter water line exists in North Highway 59 which would be sufficient to serve the annexation area. A 21-inch sewer line exists in Olive Avenue, east of North Highway 59. In order to serve the proposed new construction site, this line would have to be extended down Santa Fe Drive. The same is true for the storm drain system. A line exists in Olive Avenue, but would have to be extended in order to serve the project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
P. <u>Utilities and Service Systems.</u> Would the project:				
1) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
2) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
3) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
4) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
5) Result in a determination by the wastewater treatment provider which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
7) Comply with federal, state, and local statues and regulations related to solid waste?			✓	

1) **Less Than Significant Impact**

The project site would be served by the City sewer system. There is sufficient capacity for serving this project. This potential impact is **less than significant.**

2) **Less Than Significant Impact**

The City's current water and wastewater system is capable of handling this project and other future developments within the City of Merced. There is an existing sewer line in Olive Avenue. The project would be required to extend the main line to their site and across the entire frontage of their property (approximately 1,000 feet). However, this extension would be done within an existing roadway and no significant environmental impacts would result from the extension of the line. A water line currently exists in North Highway 59 along the property frontage. No new construction for water facilities would be required. This potential impact is **less than significant**.

3) **Less Than Significant Impact**

The project would be required to provide storm drainage facilities that would capture storm water onsite and be routed to the City's storm drain system. There are existing storm drain lines in Olive Avenue east of the project site. Extension of the storm drain lines would be done within an existing roadway and no significant environmental impacts would result from the extension of the line. This potential impact is **less than significant**.

4) **Less Than Significant Impact**

As explained above, no new water facilities are needed for this project. The existing water system is sufficient to serve the development. Potential impacts are **less than significant**.

5) **Less Than Significant Impact**

Refer to item 2 above.

6) **Less Than Significant Impact**

The City of Merced uses the Highway 59 Landfill. Sufficient capacity is available to serve the future project. According to the *Merced Vision 2030 General Plan* DEIR, the landfill has capacity to serve the City through 2030. Potential impacts are **less than significant**.

7) **Less Than Significant Impact**

All construction on the site would be required to comply with all local, state, and federal regulations regarding solid waste, including recycling. Potential impacts are **less than significant**.

Q. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Q. Mandatory Findings of Significance. Would the project:				
1) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	
2) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)			✓	
3) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

1) **Less than Significant**

As previously discussed in this document, the project does not have the potential to adversely affect biological resources or cultural resources because such resources are lacking on the project site, and any potential impacts would be avoided with implementation of the mitigation measures and other applicable codes identified in this report. Also, the project would not significantly change the existing urban setting of the project area. Thus, this impact would be **less than significant**.

2) **Less Than Significant Impact**

The Program Environmental Impact Report conducted for the *Merced Vision 2030 General Plan, the General Plan Program EIR* (SCH# 2008071069), has recognized that future development and build-out of the SUDP/SOI will result in cumulative and unavoidable impacts in the areas of Air Quality and Loss of Agricultural Soils. In conjunction with this conclusion, the City has adopted a Statement of Overriding Considerations for these impacts (Resolution #2011-63) which is herein incorporated by reference.

The certified General Plan EIR addressed and analyzed cumulative impacts resulting from changing agricultural use to urban uses. No new or unaddressed cumulative impacts will result from the Project that have not previously been considered by the certified General Plan EIR or by the Statement of Overriding Considerations, or mitigated by this Expanded Initial Study. This Initial Study does not disclose any new and/or feasible mitigation measures which would lessen the unavoidable and significant cumulative impacts.

The analysis of impacts associated with the project will contribute to the cumulative impacts identified in the General Plan EIR. The nature and extent of these impacts, however, falls within the parameters of impacts previously analyzed in the General Plan EIR. No individual or cumulative impacts will be created by the Project that have not previously been considered at the program level by the General Plan EIR or mitigated by this Initial Study.

3) **Less Than Significant Impact**

Development anticipated by the *Merced Vision 2030 General Plan* will have significant adverse effects on human beings. These include the incremental degradation of air quality in the San Joaquin Basin, the loss of prime agricultural soils, the incremental increase in traffic, and the increased demand on natural resources, public services, and facilities. However, consistent with the provisions of CEQA previously identified, the analysis of the Project is limited to those impacts which are peculiar to the Project site or which were not previously identified as significant effects in the prior EIR. The previously-certified General Plan EIR and the Statement of Overriding Considerations addressed those cumulative impacts; hence, there is no requirement to address them again as part of this Project.

This previous EIR has concluded that these significant adverse impacts are accounted for in the mitigation measures incorporated into the General Plan EIR. In addition, a Statement of Overriding Considerations has been adopted by City Council Resolution #2011-63 that indicates that the significant impacts associated with development of the Project are offset by the benefits that will be realized in providing necessary jobs for residents of the City. The analysis and mitigation of impacts has been detailed in the Environmental Impact Report prepared for the *Merced Vision 2030 General Plan*, which are incorporated into this document by reference.

While this issue was addressed and resolved with the General Plan EIR in an abundance of caution, in order to fulfill CEQA's mandate to fully disclose potential environmental consequences of projects, this analysis is considered herein. However, as a full disclosure document, this issue is repeated in abbreviated form for purposes of disclosure, even though it was resolved as a part of the General Plan.

Potential impacts associated with the Project's development have been described in this Initial Study. All impacts were determined to be no impact or less than significant.

R. Greenhouse Gas Emissions

SETTING AND DESCRIPTION

The issue of project-generated Greenhouse Gas (GHG) Emissions is a reflection of the larger concern of Global Climate Change. While GHG emissions can be evaluated on a project level, overall, the issue reflects a more regional or global concern. CEQA requires all projects to discuss a project's GHG contributions. However, from the standpoint of CEQA, GHG impacts on global climate change are inherently cumulative. The quantity of GHGs that it takes to ultimately result in climate change is not precisely known; however, it can safely be assumed that existing conditions do not measurably contribute to a noticeable incremental change in the global climate.

THRESHOLDS OF SIGNIFICANCE

The proposed project would result in a significant impact on the environment if it would:

- Generate GHG emissions either directly or indirectly, that may have a significant impact on the environment;
- Conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs.

A study on the impacts of greenhouses gases as a result of this project was prepared by BaseCamp Environmental (Attachment G). The information contained in this section is based on this study.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
R. Greenhouse Gas Emissions. Would the project:				
1) Generate greenhouse gas emission, either directly or indirectly, that may have a significant impact on the environment?			✓	
2) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

1) **Less Than Significant Impact**

Based on results from the CalEEMod run (see Appendix A of Attachment G), total construction GHG emissions (Phase 1 and Phase 2) from the proposed project would be approximately 233.77 metric tons CO_2e. Unmitigated (business-as-usual) operational GHG

emissions, mainly from vehicle use, are estimated to generate approximately 3,642.57 metric tons CO_2e annually. With incorporation of project features that would reduce GHG emissions, the total operational GHG emissions would be 2,354.89 metric tons CO2e annually. This would be a reduction of approximately 35.3% from unmitigated levels, which exceeds the reduction target set by the City of Merced. Based on this, project impacts related to GHG emissions are considered **less than significant**.

2) **Less Than Significant Impact**

As noted above, GHG emissions associated with the project would be reduced by an amount that would exceed the City's GHG reduction target. Because of this, the project would be consistent with the GHG reduction objectives of the City's Climate Action Plan (CAP). It is also consistent with the 29% GHG reduction target established by the SJVAPCD in its Climate Change Action Plan. Project impacts related to GHG reduction plans are considered **less than significant.**

S. Environmental Determination

On the basis of this initial environmental evaluation:

X I find that the project could have a significant effect on the environment, and that a MITIGATED NEGATIVE DECLARATION HAS BEEN PREPARED for public review.

May 14, 2018

_____
Julie Nelson, Associate Planner

_____
Scott McBride, Director of Development Services
Environmental Coordinator
City of Merced

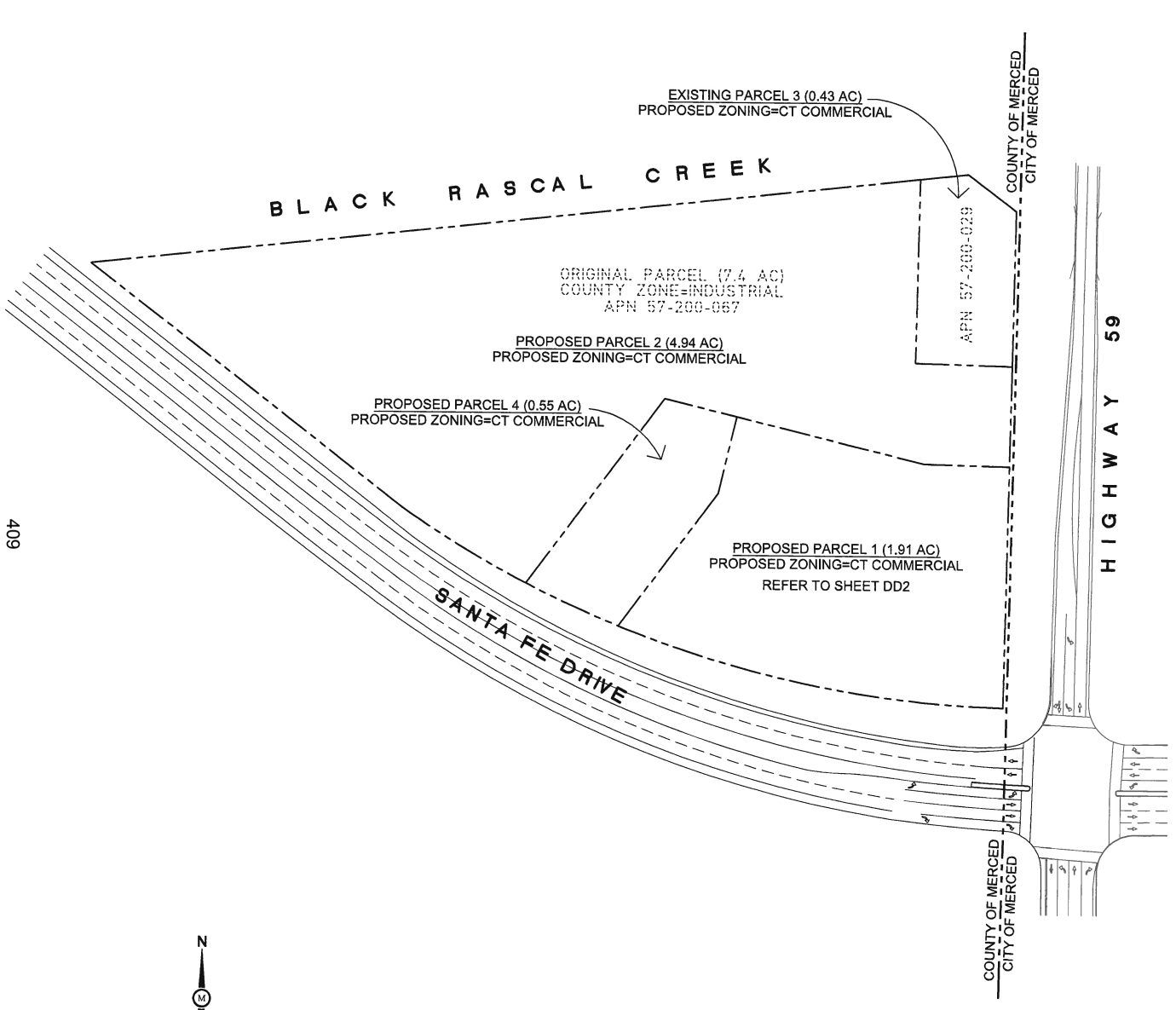
Distributed for Public Review: May 17, 2018

Attachments:

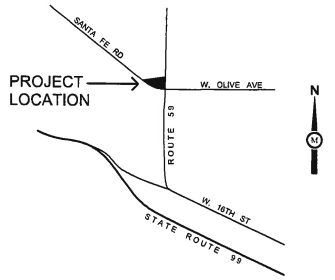
A) Location Map
B) Tentative Map
C) Site Plan
D) C-T Zoning
E) I-L Zone
F) Important Farmland Map
G) Air Quality/Greenhouse Gas Report

H) Biological Assessment
I) Airport Compatibility Zone Map
J) Flood Zone Map
K) Urban Level of Flood Protection Study
L) Traffic Study
M) Public Hearing Notice
N) Map of Notice Area
O) Mitigation Monitoring Program (Revised Per Comments Received)
P) Response to Comments
Q) Errata Sheet


Black Rascal Creek
BLACK RASCAL BP
SANTA FE
SANTA FE
C-T
I-L
59
408
OLIVE
N
Legend
Proposed Annexation Boundary
railroad
City Limit
Proposed Zone
Throughfare Commercial (C-T)
Light Industrial (I-L)



PROPOSED TENTATIVE MAP
SCALE: 1" = 50'



VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	4
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, GASOLINE SALES, CARWASH, COFFEE DRIVE THRU, AND QUICK SERVE RESTAURANT (QSR) W/ DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	7,226	1.91
2	FUTURE DEVELOPMENT	4.94
3	FUTURE DEVELOPMENT	0.43
4	FUTURE DEVELOPMENT	0.55
TOTAL	7,226	7.83

PROPERTY DESCRIPTION

A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT

NORCAL CAJUN FOODS II, INC.
CONTACT: SANDY MANN
2190 MERIDIAN PARK BLVD, STE. G
CONCORD, CA 94520
PHONE: (925) 446-6806

DESIGN FIRM

MILESTONE ASSOCIATES
CONTACT: JULIO TINAJERO
1000 LINCOLN ROAD, STE. H202
YUBA CITY, CA 95991
PHONE: (530) 755-4700

CLIENT:
NORCAL CAJUN FOODS, INC.
2190 MERIDIAN PARK BLVD, SUITE G
CONCORD, CA 94520
CONTACT: SURINA MANN
PHONE: (925) 446-6806

ARCO
BP WEST COAST PRODUCTS, LLC

Milestone Associates

NO.	DATE	REVISION DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

SEAL

DEVELOPMENT INFORMATION:
ARCO NTI
3800 AM/PM
PROTOTYPE

SITE ADDRESS:
SANTA FE DRIVE
HIGHWAY 59
MERCED, CA

FACILITY # TBD

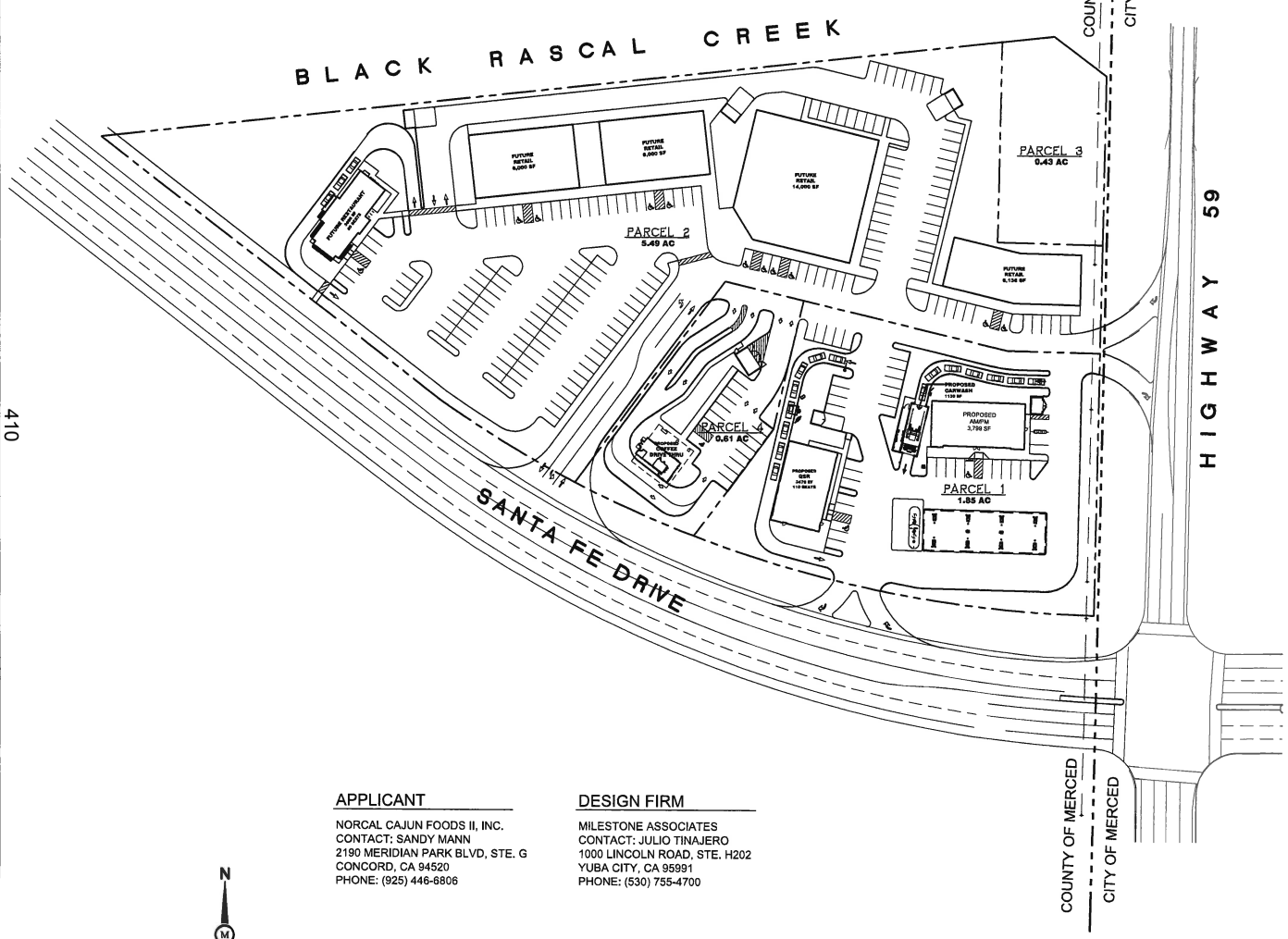
DESIGNED BY:	ARCO
CHECKED BY:	JT
DRAWN BY:	STAFF
VERSION: 07-07-16	PROJECT NO: 15-916

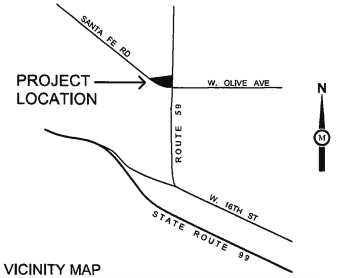
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TENTATIVE MAP

SHEET NO:
TM

SUBMITTAL DATE: 1-19-18

07/07/16 PLANNING REVISION
02/29/16 PLANNING RELEASE





VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	4
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, FUEL SALES, CARWASH, QUICK SERVE RESTAURANT, WITH DRIVE THRU (QSR), AND COFFEE DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	FUEL / QSR	1.85
2	FUTURE DEVELOPMENT	4.94
3	FUTURE DEVELOPMENT	0.43
4	FUTURE DEVELOPMENT	0.61
TOTAL	7,275	7.83

PARCEL 1 PARKING DATA:

REQUIRED:	
C-STORE (3799/250 SF):	15 SPACES
QSR (110 SEATS/2.5):	44 SPACES
CARWASH	2 SPACES
REQUIRED:	61 SPACES
PROVIDED:	
STANDARD SPACE (9'x20')	35 SPACES
SPACES AT FUEL PUMPS	16 SPACES
RECIPROCAL SPACES	8 SPACES
ACCESSIBLE SPACE (9'x20')	2 SPACES
PROVIDED:	61 SPACES

PROPERTY DESCRIPTION

A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT

NORCAL CAJUN FOODS II, INC.
CONTACT: SANDY MANN
2190 MERIDIAN PARK BLVD, STE. G
CONCORD, CA 94520
PHONE: (925) 446-6806

DESIGN FIRM

MILESTONE ASSOCIATES
CONTACT: JULIO TINAJERO
1000 LINCOLN ROAD, STE. H202
YUBA CITY, CA 95991
PHONE: (530) 755-4700

N

SCALE 1" = 50'
0 50 100

OVERALL PROJECT SITE
SCALE: 1" = 50'

CLIENT:
NORCAL CAJUN FOODS, INC.
2190 MERIDIAN PARK BLVD, SUITE G
CONCORD, CA 94520
CONTACT: SURINA MANN
PHONE: (925) 446-6806

ARCO
BP WEST COAST PRODUCTS, LLC

Milestone Associates
1000 LINCOLN ROAD, STE. H202, YUBA CITY, CA 95991
TEL (530) 755-4700 FAX (530) 755-4707

NO.	DATE	REVISION DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

SEAL:

DEVELOPMENT INFORMATION:
ARCO NTI
3800 AM/PM
PROTOTYPE

SITE ADDRESS:
SANTA FE DRIVE
HIGHWAY 59
MERCED, CA
FACILITY # TBD

DESIGNED BY:	ARCO
CHECKED BY:	JT
DRAWN BY:	STAFF
VERSION: 07-07-16	PROJECT NO: 15-916

DRAWING TITLE:
OVERALL SITE PLAN

SHEET NO:
DD1

SUBMITTAL DATE: 1-19-18

07/07/16 PROVISIONAL REVISION
08/29/16 PROVISIONAL RELEASE

Chapter 20.10 - COMMERCIAL ZONING DISTRICTS

Sections:

20.10.010 Purpose of the Commercial Zoning Districts

20.10.020 Land Use Regulations for Commercial Zoning Districts

20.10.030 Development Standards and Guidelines for Commercial Zoning Districts

20.10.010 Purpose of the Commercial Zoning Districts

A. Neighborhood Commercial (C-N). The C-N zoning district provides areas for shopping centers and other commercial uses that serve the day-to-day needs of residential neighborhoods. The C-N districts shall have a minimum area of three acres and shall be located only where analysis of the residential population demonstrates that the facilities are justified.

B. Shopping Center Commercial (C-SC). The C-SC zoning district provides areas for grocery stores, supermarkets, and other retail establishments selling groceries to serve local residents as well as the larger regional market. The C-SC districts shall have a minimum area of five acres.

C. Regional/Central Commercial (C-C). The C-C zoning district provides areas for a diversity of commercial and residential land uses in the central business district and regional centers. These uses help to support a vibrant retail destination, provide jobs for residents, and accommodate commercial and service uses to meet the needs of community and regional businesses and residents.

D. Office Commercial (C-O). The C-O zoning district provides a location for a broad range of office uses including professional offices, business offices, medical offices, and regional or "back" offices. The C-O zoning district can also accommodate limited "accessory" restaurant, retail, and service uses that cater to the needs of on-site employees and visitors.

E. Thoroughfare Commercial (C-T). The C-T zoning district provides areas for auto-oriented commercial uses that accommodate the needs of people traveling on highways and local motorists. The C-T zoning district also accommodates large recreational facilities and heavy commercial uses that benefit from proximity to the highway.

F. General Commercial (C-G). The C-G zoning district provides areas for heavy commercial and light industrial uses that may impact neighboring uses and often require large parcels and benefit from separation from retail uses. The C-G districts are to be established in areas of four acres or larger.

G. Business Park (B-P). The B-P zoning district provides a location for employment-intensive uses within an attractive campus-like setting. The B-P zoning district shall primarily allow "back" offices, research and development businesses but also limited commercial retail uses to serve employees in the area. The B-P zoning district shall have a minimum area of five acres.

20.10.020 Land Use Regulations for Commercial Zoning Districts

A. Permitted Uses. Table 20.10-1 identifies land uses permitted in commercial zoning districts.

TABLE 20.10-1 PERMITTED LAND USES IN THE COMMERCIAL ZONING DISTRICTS

Key	Zoning District [1]							
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
RESIDENTIAL USES								
Group/Transitional/Supportive Housing	X	X	P [3]	X	X	X	X	
Live/Work Units	C	C	P [2]	X	X	X	X	Sec. 20.44.080
Multiple-Family Dwellings	C	C	P	X	X	X	X	
Residential Care Facilities, Small *(6 or Less)*	X	X	P [3]	X	X	X	X	
Residential Care Facilities, Large *(More than 6 residents)*	X	X	P [3]	X	X	X	X	
Single-Room Occupancy	X	X	P [3]	X	X	X	X	Sec. 20.44.120
COMMUNITY USES								
Community Assembly	C	C	C	X	C	C	C	
Community Garden	SP	SP	SP	X	X	SP	X	
Colleges and Trade Schools	C	C	C	X	X	C	C	
Convalescent or Nursing Homes	C	C	C	X	X	X	X	
Cultural Institutions	C	C	C	X	C	C	C	
Day Care Centers (Children & Adults)	M	M	M	X	X	X	SP	
Emergency Shelters	X	X	C	X	C	P	X	Sec.20.44.150
Government Offices	P	P	P	X	C	C	C	
Hospitals and Surgery Centers	C	C	C	X	X	X	C	
Instructional Services	P	P	P	X	X	X	SP	
Medical Offices and Clinics	P	P	P	X	X	X	C	
Parks and Recreational Facilities	C	C	C	X	X	X	C	
Public Safety Facilities	SP	SP	P	C	SP	SP	SP	
Rehabilitation Centers	P	P [6]	P[10]	X	X	C	C	
Social Assistance Services	C	C	C	X	SP	P	X	

Key	Zoning District [1]							
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
COMMERCIAL USES								
Alcoholic Beverage Sales [7]	X	P [7][8]	P [7]	C [7][8]	P [7]	P [7]	SP [7]	Sec.20.44.010
Bail Bond Businesses	C	X	C [10]	X	C	C	C	
Bars and Nightclubs	X	C	C	X	C	C	C	
Banks, Retail	P	P	P	P [9]	SP	SP	SP	
Bed and Breakfast	X	X	C	X	C	C	X	Sec.20.44.030
Building Supplies/Home Improvement	X	X	C	X	SP	P	SP	
Business Support Services	X	C	M	X	P	P	SP	
Cardrooms [5]	X	X	C [5]	X	C [5]	C [5]	X	Chapter 9.08
Cemeteries and Mausoleums	X	X	C	X	C	P	X	
Check Cashing/Payday Loan Establishments	C	X	C [10]	X	C	C	C	Sec.20.44.040
Commercial Recreation, Indoor (Except Below)	X	SP	SP	X	P	SP	C	
Multi-Screen (6 or More) Movie Theaters	X	C	P	X	C	X	C	
Commercial Recreation, Outdoor	X	X	X	X	P	C	C	
Drive-Through and Drive-Up Sales	C	C	SP	X	P	P	SP	
Equipment Sales and Rental	X	X	X	X	P	P	SP	
Farmer's Market	C	SP	SP	SP	SP	SP	SP	Sec.20.50.030B
Flea Market	X	X	X	X	C	C	C	
Funeral Parlors and Mortuaries	C	C	C	X	C	P	C	
Gas and Service Stations/Car Washes	X	C	SP	C [9]	P	P	SP	Sec.20.44.070
Hotels and Motels	X	X	P	X	P	C	C	
Hookah Lounges	X	C	C	X	C	C	C	
Kennels	X	X	X	X	C	P	C	
Maintenance and Repair Services	X	X	X	X	P	P	SP	
Massage Establishments	C [16]	C [16]	C [16]	X	C [16]	C [16]	X	Chapter 5.44
Massage Therapy—Sole Practitioner	P[17]	P[17]	P[17]	X	C [16]	C [16]	X	Chapter 5.44
Medical Marijuana Dispensaries	C [19]	X	X	X	X	X	X	Sec. 20.44.170
Mobile Food Vendors	C	C	C [10]	X	SP [11]	SP	C	Sec. 5.54 & 20.44.020
Mobile Home Sales	X	X	X	X	P	P	SP	
Office, Professional	P	P	P	C [9]	SP	SP	SP	

Key	Zoning District [1]							
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
COMMERCIAL USES (Continued)								
Pawn Shops	X	X	C [10]	X	X	P	X	
Personal Services	SP	P	P	P [9]	SP	SP	SP [12]	
Retail, General	SP[12]	P	P	P [9]	P	SP	SP	
Restaurants	C [13]	P [8]	P	C [9]	P	M	SP [12] [13]	
Tattoo Parlors	X	SP	M	X	M	M	SP	
Tobacco Retailers [18]	X	P [18]	P [18]	P [18]	P [18]	P [18]	SP[18]	Sec.20.44.160
Vehicle Parts and Accessories Sales	X	P	P	X	P	P	SP	
Vehicle Rentals	X	X	M	X	P	P	SP	
Vehicle Repair and Maintenance, Major	X	X	X	X	C	P	C	
Vehicle Repair and Maintenance, Minor	X	SP	P	X	P	P	C	
Vehicle Sales	X	X	P [10] [14]	X	P	P	C	
INDUSTRIAL USES								
Manufacturing and Processing, General	X	X	X	X	X	M	C	
Manufacturing and Processing, Light	X	X	X	X	X	P	SP	
Research and Development	C	X	C	X	SP	SP	P	
Warehousing, Wholesaling, and Distribution	X	X	SP[15]	X	P	P	SP	
Wrecking & Salvage Establishments	X	X	X	X	C	C	X	Sec.20.44.140
TRANSPORTATION, COMMUNICATION, AND UTILITY USES								
Airports	X	X	X	X	C	C	C	
Freight Terminals	X	X	X	X	C	C	C	
Heliports	C	X	C	X	C	C	C	
Parking Facilities	P	P	P	P[9]	P	P	P	
Public/Mini Storage	X	X	X	X	M	M	SP	
Recycling Collection Facilities								Sec.20.44.090
Reverse Vending Machines	P	P	P	M[9]	P	P	P	
Small Collection Facilities	SP	SP	SP	SP[9]	SP	SP	SP	
Large Collection Facilities	X	X	X	X	C	C	C	
Utilities, Major	C	C	C	X	C	C	C	
Utilities, Minor	P	P	P	P[9]	P	P	P	
Wireless Communications Facilities	**See Chapter 20.58**							

Notes:

[1] A Site Plan Review Permit may be required per Chapter 20.32 (Interface Regulations) regardless of the uses shown in Table 20.10-1.

[2] Residential use on the ground floor is prohibited unless it is located on the back of the property where it is not visible or approved with a Conditional Use Permit.

[3] Prohibited as a single use. Permitted as part of a residential mixed-use project.

[4] Use shall not exceed 20,000 square feet.

[5] 24 hour operations limited to C-T and C-C zones per Chapter 9.08 (Gaming).

[6] Rehabilitation centers for drug, methadone, and alcohol are prohibited.

[7] A Conditional Use Permit is required for establishments smaller than 20,000 square feet.

[8] A Conditional Use Permit is required for alcoholic beverage sales for on-site consumption.

[9] Permitted only as part of a shopping center or other retail establishment with a minimum of 5,000 square feet of floor area devoted to the sale of groceries.

[10] Prohibited in the City Center area between 19th and 16th Streets and O Street and Martin Luther King, Jr. Way, including properties fronting on either side of each of the above streets, except vehicle sales showrooms can be allowed.



[11] Includes refreshment stands.

[12] Permitted only as an ancillary use to serve employees, not to occupy more than 5,000 square feet.

[13] Conditional Use Permit required unless the use is ancillary to a principal permitted use. For restaurants, Conditional Use Permit is required unless the uses are conducted in and entered from within the building with no outside advertising.

[14] A Site Plan Review Permit is required for used vehicle sales.

[15] Temporary warehousing and storage only is allowed per the requirements of Section 20.10.030(D).

[16] Provided that a massage establishment permit has not been revoked at that location within 12 months of the application for a conditional use permit and a massage establishment permit is obtained pursuant to Chapter 5.44.

[17] Must have valid certificate from State of California as a massage therapist or massage practitioner pursuant to the Massage Therapy Act (Business and Professions Code Section 4600 *et seq.)*.

[18] Prohibited within 1,000 feet of schools and other uses per Sec. 20.44.160, unless building over 20,000 square feet.

[19] Limited to no more than 4 dispensaries. Prohibited within 600 feet of schools; 500 feet of public parks, playgrounds, and sports fields; and 500 feet of youth centers, City-owned and operated recreational center, or public library. See Section 20.44.170 for details.

20.10.030 Development Standards and Guidelines for Commercial Zoning Districts

A. General Standards. Table 20.10-2 identifies development standards that apply to all parcels and structures located in commercial zoning districts. See Figure 20.10-1.

B. Outdoor Operation of Uses.

1. The outdoor operation of a land use in the C-C and C-N zoning districts shall require approval of a Site Plan Review Permit. Outdoor dining in accordance

Chapter 20.12 - INDUSTRIAL ZONING DISTRICTS

Sections:	
20.12.010	Purpose of the Industrial Zoning Districts
20.12.020	Land Use Regulations for Industrial Zoning Districts
20.12.030	Development Standards for Industrial Zoning Districts

20.12.010 Purpose of the Industrial Zoning Districts

A. Light Industrial (I-L). The I-L zoning district provides areas for manufacturing, wholesale, and storage activities that meet City standards to ensure compatibility with surrounding areas and that maintain and strengthen the economic base of the City. I-L districts shall have a minimum size of 5 acres.

B. Heavy Industrial (I-H). The I-H zoning district provides areas for a full range of industrial land uses, including operations that necessitate the storage of hazardous or unsightly materials, and encourages sound industrial development by providing and protecting an environment exclusively to insure the protection of surrounding areas. I-H districts shall have a minimum size of 10 acres.

20.12.020 Land Use Regulations for Industrial Zoning Districts

A. Permitted Uses. Table 20.12-1 identifies land uses permitted in industrial zoning districts.

TABLE 20.12-1 PERMITTED LAND USES IN THE INDUSTRIAL ZONING DISTRICTS

Key	Zoning District [1]		
P Permitted Use M Minor Use Permit Required SP Site Plan Review Permit Required C Conditional Use Permit Required X Use Not Allowed	I-L	I-H	Additional Regulations
RESIDENTIAL USES			
Caretaker's Home	SP	X	
COMMUNITY USES			
Colleges and Trade Schools	C	X	
Instructional Services	C [2]	X	
Public Safety Facilities	SP	C	

Key	Zoning District [1]		
P Permitted Use **M** Minor Use Permit Required **SP** Site Plan Review Permit Required **C** Conditional Use Permit Required **X** Use Not Allowed	**I-L**	**I-H**	**Additional Regulations**
COMMERCIAL USES			
Adult Entertainment Businesses	**SP**	**SP**	Chapters 5.58 and 20.60
Building Supplies/Home Improvement Stores	**SP**	**X**	
Business Support Services	**SP**	**X**	
Commercial Cannabis Businesses	Refer to Table 20.44-1 in Section 20.44.170		
Equipment Sales and Rental	**SP**	**X**	
Gas and Service Stations/Car Washes	**SP [5]**	**SP [5]**	Section 20.44.070
Horticultural Nurseries, Retail	**C**	**X**	
Horticultural Nurseries, Wholesale	**SP**	**X**	
Mobile Food Vendors	**C**	**C**	Chapter 5.54 & 20.44.020
Restaurants	**C [4]**	**C [4]**	
Retail (Products Manufactured On-site Only)	**SP [3]**	**SP [3]**	
Vehicle Repair and Maintenance	**SP [5]**	**SP [5]**	
INDUSTRIAL USES			
Construction and Material Yards	**SP**	**SP**	
Manufacturing and Processing, Light	**SP**	**SP**	
Manufacturing and Processing, General	**SP**	**SP**	
Manufacturing and Processing, Heavy	**X**	**SP [6]**	Section 20.12.020.B
Research and Development	**SP**	**SP**	
Wrecking and Salvage Establishments	**X**	**C**	Section 20.44.140
TRANSPORTATION, COMMUNICATION, AND UTILITY USES			
Freight Terminals	**X**	**SP**	
Public/Mini Storage	**SP**	**X**	
Recycling Collection Facilities, Small	**SP**	**X**	Section 20.44.090
Recycling Collection Facilities, Large	**SP**	**SP**	Section 20.44.090
Recycling Processing Facilities	**SP**	**SP**	Section 20.44.090
Utilities, Major	**C**	**SP**	
Utilities, Minor	**SP**	**SP**	
Warehousing, Wholesaling and Distribution	**SP**	**SP**	
Wireless Communications Facilities	See Chapter 20.58		

Notes:

[1] A Site Plan Review Permit may be required per Chapter 20.32 (Interface Regulations) regardless of the uses shown in Table 20.12-1.

[2] Limited to fitness, gymnastics, and other similar recreational sports and health facilities.

[3] Permitted only as an ancillary showroom use for goods manufactured onsite, not to occupy more than 10 percent of the total building floor area unless a Site Plan Review Permit is obtained for additional floor area.

[4] May be permitted only as an ancillary use to serve employees, not to occupy more than 2,500 square feet with no outside advertising, unless a Conditional Use Permit is obtained.

[5] Limited to fleet operations only.

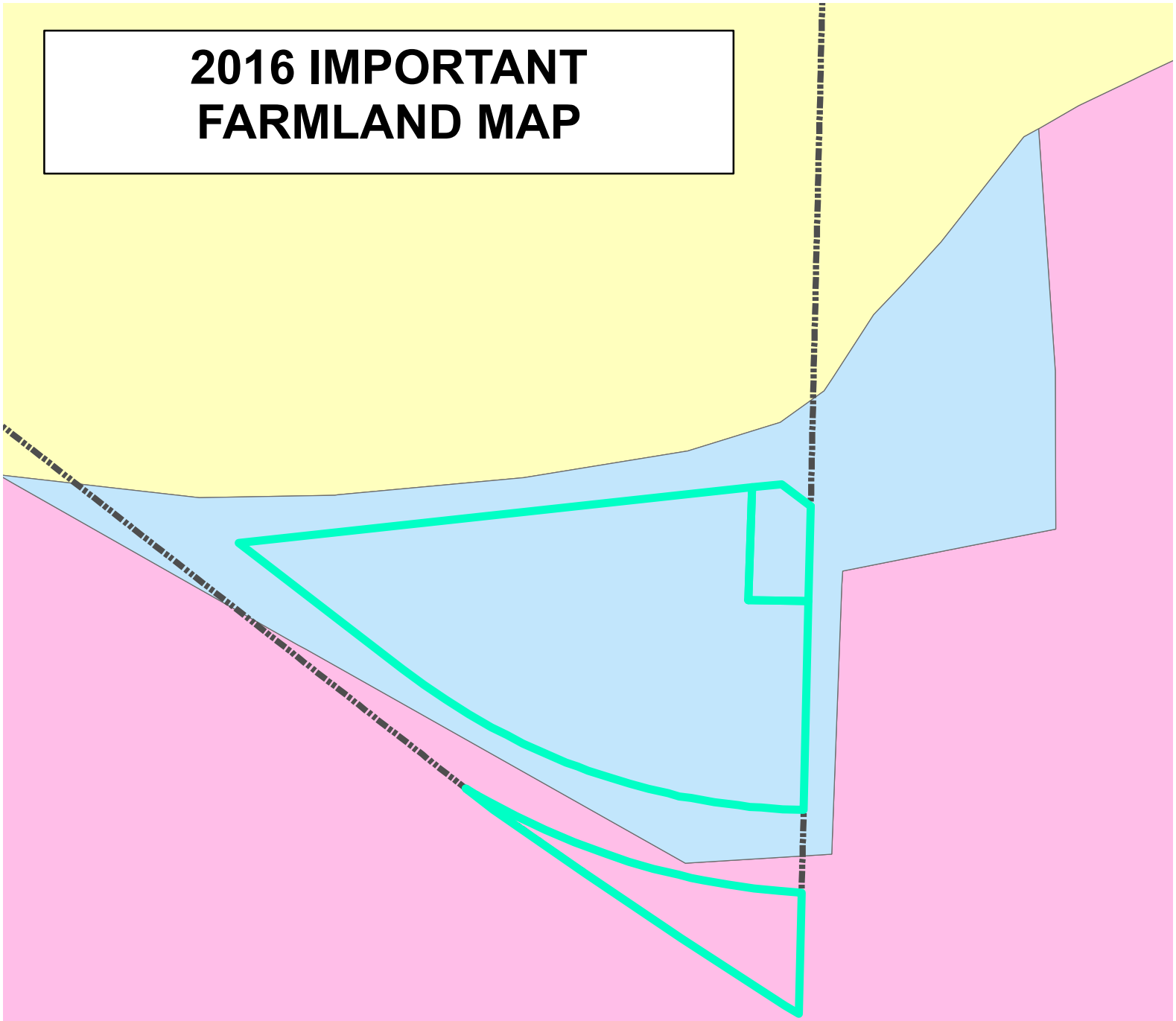
[6] All manufacturing of materials listed in the Section 20.12.020.B is prohibited unless the Planning Commission determines otherwise through a Conditional Use Permit.

B. Prohibited Uses. The manufacturing of the following materials are prohibited unless the Planning Commission determines otherwise through a Conditional Use Permit process.



1. Asphalt, cement, charcoal, and fuel briquettes.
2. Aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates of an explosive nature, potash, pyroxylin, rayon yarn, and hydrochloric, nitric phosphoric, picric, and sulphuric acids.
3. Coal, coke, and tar products, including use in other manufacturing; explosives, fertilizers, gelatin, animal glue, and size.
4. Turpentine, matches, and other than water-based paint.
5. Rubber and soaps, including fat rendering.
6. Flour mill.
7. Processing of nitrating of cotton or other materials; magnesium foundry; reduction, refining, smelting and alloying of metal or metal ores; refining petroleum products, such as gasoline, kerosene, naphtha, lubricating oil, distillation of wood or bones; storage, curing or tanning of raw, green or salted hides or skins.
8. Stockyards or slaughterhouses, except for poultry, animal feed or sales yard, fertilizer yard; slag piles.
9. Storage of fireworks or explosives, except where incidental to a permitted use.
10. Any other use which is determined by the Planning Commission to be of the same general character as the above uses.

2016 IMPORTANT FARMLAND MAP



Legend

- Annexation Area
- City Limit
- FARMLAND OF LOCAL IMPORTANCE
- URBAN AND BUILT-UP LAND
- VACANT OR DISTURBED LAND

N

0 62.5 125 250 375 500 Feet

REVISED

AIR QUALITY/GREENHOUSE GAS REPORT

FOR

ANNEXATION/PRE-ZONE #15-01, NORTH HIGHWAY 59 AND SANTA FE

Merced, CA

June 19, 2018

Prepared for:

59 Petroleum, Inc.
Attn: Surina Mann
2190 Meridian Park Blvd., Suite G
Concord, CA 94520

Prepared by:

BaseCamp Environmental
115 S. School Street, Suite 14
Lodi, CA 95240
209-224-8213

BaseCamp Environmental

1.0 INTRODUCTION

1.1 Report Summary

This report contains an analysis of the air quality and greenhouse gas (GHG) emission impacts of the proposed Annexation/Pre-Zone #15-01, North Highway 59 and Santa Fe Project (project). The project proposes to annex 8.83 acres into the City of Merced and subsequently develop the site for commercial uses. The development would occur in two phases. The first phase would consist of an ARCO AM/PM gasoline station and convenience store with an automated car wash, and a quick-serve restaurant. The second phase would consist of additional retail buildings and another quick-serve restaurant. Figures 1 and 2 show the location of the project site, and Figure 3 depicts the site plan for the project at buildout.

An analysis of the air quality and GHG impacts of the project was conducted using the CalEEMod computer model and comparing model results with impact significance thresholds established by the City of Merced, the San Joaquin Valley Air Pollution Control District (SJVAPCD), and the State CEQA Guidelines. The results of the analysis indicated that the project would have no significant impacts on air quality at buildout. The project would have no significant impact relative to GHG emissions and their impacts on global climate change.

1.2 Project Description

The project site is located northwest of the intersection of SR 59 and West Olive Avenue/Santa Fe Avenue in western Merced. The site is on a property that is currently in Merced County but is proposed for annexation by the City of Merced. This property consists of three parcels totaling 8.83 acres. Only one of the parcels, totaling 7.4 acres, would be used for the project. This 7.4-acre parcel is proposed to be subdivided into two parcels - one approximately 1.91 acres in size, and the other 5.49 acres. The parcels are currently zoned by Merced County as M-1, Light Manufacturing. Upon annexation, the City would zone the parcels as Thoroughfare Commercial (C-T). The City of Merced General Plan has designated the project site as General Commercial. The project site is located north of an industrial park and northwest of a shopping center with a Walmart. Residential land uses are located nearby and to the east.

The project proposes two phases of development. Phase 1 of the project proposes to construct a commercial development on the proposed 1.91-acre parcel, located adjacent to the intersection. The Phase 1 development would consist of two buildings totaling 7,333 square feet in floor area. One building, approximately 3,764 square feet in floor area, would accommodate an ARCO AM/PM gasoline station and convenience store with an automated car wash. The gasoline station would have eight pumps with two fueling positions each, for a total of 16 fueling positions. The pumps would be sheltered beneath a canopy installed south of the convenience store building. The car wash, approximately 1,130 square feet in surface area, would be installed adjacent to the convenience store building, and a drive-through lane would direct cars to the car wash. The other building, approximately 3,462 square feet in floor area, would accommodate a quick-serve restaurant with drive-through service. The restaurant would have 110 seats in its indoor dining area.

Phase 2 of the project proposes to construct 34,833 square feet of retail commercial space on the proposed 5.49-acre parcel adjacent to and northwest of the Phase 1 development site. No specific tenants have been identified for this space to date. For illustrative purposes, the project site plan shows 32,138 square feet of general retail space and a 2,695-square-foot quick-serve restaurant with a drive-through that would have 60 seats indoors. The proposed Thoroughfare Commercial zone allows the following as permitted uses on these parcels (for a complete list, please refer to the Merced Zoning Ordinance Table 20.10-1):

- Retail, General (i.e., drug stores, general merchandise stores, pet stores, department stores, etc.)
- Business Support Services
- Indoor Commercial Recreation, except multi-screen (6 or more) movie theaters
- Outdoor Commercial Recreation
- Drive-Through and Drive-Up Sales
- Equipment Sales and Rental
- Gas Station/Car Wash
- Hotel/Motel
- Maintenance and Repair Services
- Mobile Home Sales
- Restaurants
- Vehicle Parts and Accessories Sales
- Vehicle Rentals
- Minor Vehicle Repair and Maintenance
- Vehicle Sales
- Warehousing, Wholesaling, and Distribution

For the purposes of this report, the 32,138 square feet of Phase 2 commercial space will be analyzed as general retail. The proposed restaurant space will be analyzed as a quick-serve restaurant. Both types of land uses are consistent with the proposed Thoroughfare Commercial zoning designation. The proposed Phase 1 land uses also are consistent with the Thoroughfare Commercial designation.

The proposed development would have three access points. The primary entrance/exit for the Phase 1 development would be a right-in/right-out driveway on Santa Fe Drive approximately 200 feet west of the intersection. An additional right-in/right-out driveway is proposed along SR 59 approximately 230 feet north of the intersection. Access to Phase 2 development would involve the installation of a full-access driveway on Santa Fe Drive, approximately 475 feet west of the intersection. Vehicle and pedestrian circulation would be provided on-site by using striped drive aisles, parking stalls, and pedestrian walkways. Parking spaces would be installed for both Phase 1 and Phase 2 land uses as development occurs, in accordance with City of Merced parking requirements.

1.3 Approach to the Project Analysis

The project's potential environmental effects on air quality and GHG emissions are evaluated in Chapter 2.0. The evaluation is based on environmental impact considerations included in the Air Quality and Greenhouse Gas Emissions sections of the Environmental Checklist in CEQA Guidelines Appendix G. For each question, Chapter 2.0 determines whether the project would involve: 1) a Potentially Significant Impact, 2) a Less Than Significant Impact with Mitigation Incorporated, 3) a Less Than Significant Impact, or 4) No Impact., defined as follows:

A Potentially Significant Impact occurs when there is substantial evidence that the project would involve a substantial adverse change to the physical environment, i.e., that the environmental effect may be significant, and mitigation measures have not been defined that would reduce the impact to a less than significant level. If there are one or more Potentially Significant Impact entries in the Initial Study, an EIR is required.

An environmental effect that is Less Than Significant with Mitigation Incorporated is a Potentially Significant Impact that can be avoided or reduced to a level that is less than significant with the application of mitigation measures.

A Less Than Significant Impact occurs when the project would involve effects on a particular resource, but the project would not involve a substantial adverse change to the physical environment, and no mitigation measures are required.

A determination of No Impact is self-explanatory.

An environmental evaluation ordinarily would prescribe mitigation measures for any potentially significant environmental effects of the project. Mitigating requirements that are established in law, regulation, and practice are taken into consideration in the analysis.

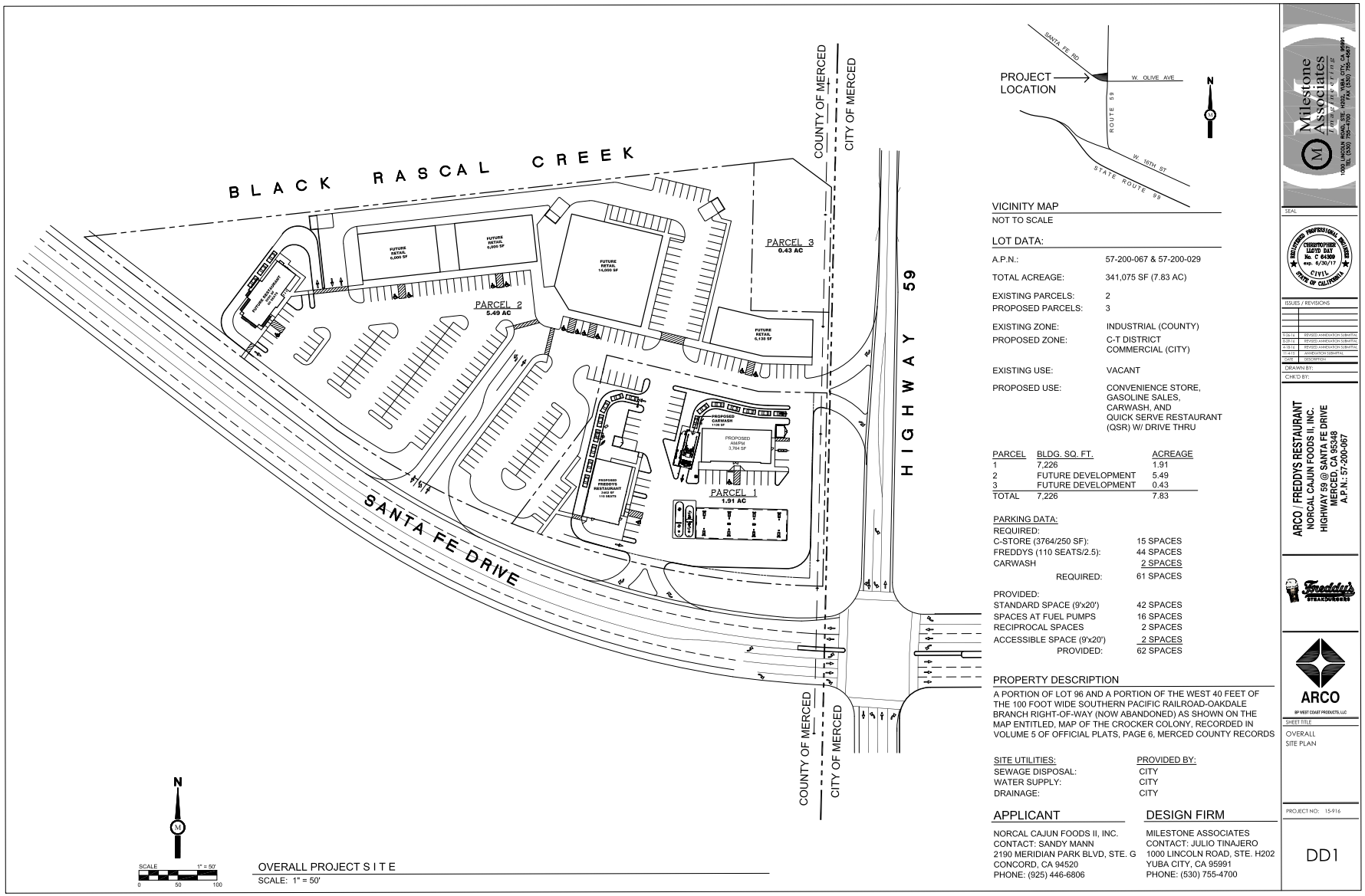


BaseCamp Environmental

Figure 1
REGIONAL MAP



SOURCE: Google Maps



OVERALL PROJECT SITE
SCALE: 1" = 50'

VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	3
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, GASOLINE SALES, CARWASH, AND QUICK SERVE RESTAURANT (QSR) W/ DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	7,226	1.91
2	FUTURE DEVELOPMENT	5.49
3	FUTURE DEVELOPMENT	0.43
TOTAL	7,226	7.83

PARKING DATA:

REQUIRED:	
C-STORE (3764/250 SF):	15 SPACES
FREDDYS (110 SEATS/2.5):	44 SPACES
CARWASH	2 SPACES
REQUIRED:	61 SPACES
PROVIDED:	
STANDARD SPACE (9'x20')	42 SPACES
SPACES AT FUEL PUMPS	16 SPACES
RECIPROCAL SPACES	2 SPACES
ACCESSIBLE SPACE (9'x20')	2 SPACES
PROVIDED:	62 SPACES

PROPERTY DESCRIPTION
A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT
NORCAL CAJUN FOODS II, INC.
CONTACT: SANDY MANN
2190 MERIDIAN PARK BLVD, STE. G
CONCORD, CA 94520
PHONE: (925) 446-6806

DESIGN FIRM
MILESTONE ASSOCIATES
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SEAL
REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER LLOYD DAY
No. C 64309
exp. 6/30/17
CIVIL
STATE OF CALIFORNIA

ISSUES / REVISIONS

DATE	DESCRIPTION
7-15-14	REVISED ANNEXATION SUBMITTAL
8-29-14	REVISED ANNEXATION SUBMITTAL
9-19-14	REVISED ANNEXATION SUBMITTAL
11-4-15	ANNEXATION SUBMITTAL

DRAWN BY:
CHK'D BY:

ARCO / FREDDYS RESTAURANT
NORCAL CAJUN FOODS II, INC.
HIGHWAY 59 @ SANTA FE DRIVE
MERCED, CA 95348
A.P.N.: 57-200-067

Freddy's Steakburgers

ARCO
BP WEST COAST PRODUCTS, LLC

SHEET TITLE
OVERALL SITE PLAN

PROJECT NO: 15-916

DD1

2.0 IMPACT ANALYSIS

This chapter presents BaseCamp's analysis of the air quality and GHG impacts of the proposed project. The analysis of air quality impacts is presented in Section 2.1, and the analysis of GHG impacts is presented in Section 2.2.

2.1 Air Quality Impacts

2.1.1 Environmental Setting

The project site is located within the San Joaquin Valley Air Basin, which includes the City of Merced. The SJVAPCD has jurisdiction over most air quality matters in the Air Basin. It is tasked with implementing programs and regulations required by the federal and California Clean Air Acts. Under their respective Clean Air Acts, both the federal government and the State of California have established ambient air quality standards for six criteria air pollutants: ozone, particulate matter, carbon monoxide, nitrogen dioxide, sulfur dioxide, and lead. California has four additional pollutants for which it has established standards. Table 2-1 shows the attainment status of the Air Basin relative to federal and State ambient air quality standards.

TABLE 2-1
SAN JOAQUIN VALLEY AIR BASIN ATTAINMENT STATUS

	Designation/Classification	
Criteria Pollutant	**Federal Primary Standards**	**State Standards**
Ozone - One hour	No Federal Standard	Nonattainment/Severe
Ozone - Eight hour	Nonattainment/Extreme	Nonattainment
PM_{10}	Attainment	Nonattainment
$PM_{2.5}$	Nonattainment	Nonattainment
Carbon Monoxide (CO)	Attainment/Unclassified	Attainment/Unclassified
Nitrogen Dioxide (NO_x)	Attainment/Unclassified	Attainment
Sulfur Dioxide (SO_x)	Attainment/Unclassified	Attainment
Lead	No Designation/Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

Note – federal primary standards established to protect human health.
Source: SJVAPCD 2015a.

As shown in Table 2-1, the Air Basin is considered a nonattainment area for ozone under both State and federal 8-hour standards and under the State 1-hour standard, for particulate matter less than 10 micrometers in diameter (PM_{10}) under the State standard, and for particulate matter less than 2.5 micrometers in diameter ($PM_{2.5}$) under the federal standard. The Air Basin is in attainment of, or unclassified for, all other federal and State criteria pollutant standards.

Ozone is not directly produced by automobile fuel combustion; rather, it is a secondary pollutant that is formed from reactive organic gases (ROG) and nitrogen oxides (NO_x) in the presence of sunlight. The principal sources of ROG and NO_x (known as "ozone precursors") are the combustion of fuels and the evaporation of solvents, paints, and fuels. Ozone is a strong irritant that can cause constriction of the airways, forcing the respiratory system to work harder to provide oxygen. It also can lead to aggravated respiratory diseases and lung damage, and it can cause substantial damage to vegetation and to manmade products such as rubber and plastics. Applicable attainment plans of the SJVAPCD include the 2007 Ozone Plan and the 2013 Plan for the Revoked 1-Hour Ozone Standard for the Air Basin.

Particulate matter is a complex mixture of solids and liquids that may contain soot, smoke, metals, nitrates, sulfates, dust, water, and tire rubber. It can be directly emitted, or it can form in the atmosphere from reactions of gases such as NO_x. There are many sources of particulate matter emissions, including combustion, industrial and agricultural processes, grading and construction, and motor vehicle use. The size of the particles is directly linked to their potential for causing health problems, including respiratory, pulmonary, and cardiovascular diseases. $PM_{2.5}$ poses the greatest health threat because it can get deep into the lungs and even enter the bloodstream. Applicable attainment plans of the SJVAPCD include the 2015 PM2.5 Plan for the 1997 federal $PM_{2.5}$ standard, the 2012 PM2.5 Plan for the 2006 federal $PM_{2.5}$ standard, the 2016 Moderate Area Plan for the 2012 federal $PM_{2.5}$ standard, and the 2007 PM10 Maintenance Plan to maintain the Air Basin's attainment status of federal PM_{10} standards.

Another criteria pollutant of concern is carbon monoxide (CO). CO is an odorless, colorless gas that is formed by incomplete combustion of fuels and is emitted directly into the air. The main source of CO in the San Joaquin Valley is on-road motor vehicles. At high concentrations, CO reduces the oxygen-carrying capacity of the blood and can cause dizziness, headaches, unconsciousness, and even death. Problems associated with CO are localized in character, so both ARB and EPA designate urban areas as CO nonattainment areas instead of the entire Air Basin (SJVAPCD 2015b). The project site is not within an urban area designated as nonattainment for CO.

In addition to the criteria pollutants, the California Air Resources Board (ARB) has identified a class of air pollutants known as toxic air contaminants (TACs) - pollutants that even at low levels may cause acute serious, long-term health effects, such as cancer. Diesel particulate matter is the most commonly identified TAC, generated mainly as a product of combustion in diesel engines. Other TACs are less common and are typically associated with industrial activities. However, gasoline contains toxic substances such as benzene, toluene and naphthalene, among others.

2.1.2 Regulatory Framework

As previously noted, the SJVAPCD has jurisdiction over most air quality matters in the San Joaquin Valley Air Basin, including the City of Merced. It implements the federal and California Clean Air Acts, and the applicable attainment and maintenance plans, through local regulations. The SJVAPCD regulations that would be applicable to the project are summarized below.

Regulation VIII (Fugitive Dust PM10 Prohibitions)

Rules 8011-8081 are designed to reduce PM10 emissions (predominantly dust/dirt) generated by human activity, including construction and demolition activities, road construction, bulk materials storage, paved and unpaved roads, carryout and track out, landfill operations, etc.

Rule 4101 (Visible Emissions)

This rule prohibits emissions of visible air contaminants to the atmosphere and applies to any source operation that emits or may emit air contaminants.

Rule 9510 (Indirect Source Review)

Rule 9510, also known as the Indirect Source Rule (ISR), is intended to reduce or mitigate emissions of NO_x and PM_{10} from new development in the SJVAPCD including construction and operational emissions. This rule requires specific percentage reductions in estimated on-site construction and operation emissions, and/or payment of off-site mitigation fees for required reductions that cannot be met on the project site. ISR fees are used to provide offsetting mitigation. Construction emissions of NO_x and PM_{10} exhaust must be reduced by 20% and 45%, respectively. Operational emissions of NO_x and PM_{10} must be reduced by 33.3% and 50%, respectively. The ISR applies to commercial development projects of 2,000 square feet and larger. Based on this criteria, the project would be subject to Rule 9510.

In addition, the SJVAPCD regulates the construction and improvement of facilities with potential air toxic emissions, including gasoline stations. SJVAPCD rules applicable to gasoline stations include:

Rule 2201 (New and Modified Stationary Source Review Rule)

New stationary sources and modifications of existing stationary sources that may emit criteria pollutants must obtain an Authority to Construct and Permit to Operate the proposed facility. Emissions that exceed impact thresholds must include emission controls and may require additional mitigation.

Rule 4621 (Gasoline Transfer into Stationary Storage Containers, Delivery Vessels and Bulk Plants)

Rule 4621 prohibits the transfer of gasoline from a delivery vessel into a stationary storage container unless the container is equipped with an ARB-certified permanent submerged fill pipe and ARB certified pressure-vacuum relief valve, and utilizes an ARB-certified Phase I vapor recovery system.

Rule 4622 (Transfer of Gasoline into Vehicle Fuel Tanks)

Rule 4622 prohibits the transfer of gasoline from a stationary storage container into a motor vehicle fuel tank with a capacity greater than 5 gallons, unless the gasoline dispensing unit used to transfer the gasoline is equipped with and has in operation an ARB-certified Phase II vapor recovery system.

2.1.3 Significance Thresholds

According to Appendix G of the CEQA Guidelines, a project may have a significant impact on the environment if it would do the following:

- Conflict with or obstruct implementation of an applicable air quality plan.
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation.
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.
- Expose sensitive receptors to substantial pollutant concentrations.
- Create objectionable odors affecting a substantial number of people.

CEQA Guidelines Appendix G also states that, where available, significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make significance determinations. In 2015, the SJVAPCD adopted an updated Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI). The GAMAQI defines methodology and thresholds of significance for the assessment of air quality impacts for projects within SJVAPCD's jurisdiction, along with potential mitigation measures for identified impacts.

Table 2-2 shows the significance thresholds for criteria air pollutant emissions within the SJVAPCD, both for construction emissions and emissions from project operations. As stated in the GAMAQI, the basis for the significance thresholds are the New Source Review (SJVAPCD Rule 2201) offset thresholds. The SJVAPCD's attainment plans demonstrate that project-specific emissions below these offset thresholds would have air quality impacts that are less than significant (SJVAPCD 2015b). It should be noted that a project may still have significant air quality impacts even if its estimated emissions are below significance thresholds, depending on its location and adjacent land uses.

TABLE 2-2
SJVAPCD SIGNIFICANCE THRESHOLDS

	Emissions (tons per year)	
Pollutant	**Construction**	**Operational**
Carbon Monoxide	100	100
Nitrogen Oxides (NOx)	10	10
Reactive Organic Gases (ROG)	10	10
Sulfur Oxides (SOx)	27	27
Particulate Matter (PM_{10})	15	15
Fine Particulate Matter ($PM_{2.5}$)	15	15

Source: SJVAPCD 2015b.

For CO emissions, the GAMAQI states that project operational emissions would have an impact that is less than significant if neither of the following criteria are met:

- A traffic study for the project indicates that the Level of Service (LOS) on one or more streets or at one or more intersections in the project vicinity will be reduced to LOS E or F; and

- A traffic study indicates that the project will substantially worsen an already existing LOS F on one or more streets or at one or more intersections in the project vicinity.

If either of these criteria can be associated with any intersection affected by the project, then a CO analysis would need to be conducted to determine the significance of the project's impacts (SJVAPCD 2015b). For TACs, the GAMAQI states that carcinogenic emissions from project operations are considered to have a significant impact if the maximally exposed individual risk equals or exceeds 10 in 1 million.

2.1.4 Environmental Impacts and Mitigation Measures

The proposed project is expected to generate air pollutant emissions, mainly from vehicles entering and exiting the project site. Project construction would also generate emissions, mainly through the use of heavy equipment powered by diesel or other internal combustion engines. The occupation of terminal buildings would also involve air emissions from heating and ventilating systems, known as "area emissions."

Project emissions were estimated using the CalEEMod computer program, a modeling program recommended by SJVAPCD. The CalEEMod results are shown in Appendix A of this report and summarized in Table 2-3 below. Construction emissions were estimated for the entire construction period, while operational emissions are annual emissions. The CalEEMod run incorporated the following site conditions and laws and regulations that would mitigate environmental impacts:

- The project would be located near an existing transit stop.
- The project would construct sidewalks that would become part of an existing sidewalk network in the vicinity, as well as other improvements with the effects of calming traffic, such as crosswalks.
- The project would be constructed in an area with a mix of land uses, including commercial and residential.
- In accordance with SBX7-7, the project would implement water conservation measures that lead to a 20% reduction in indoor and outdoor water use.
- In accordance with AB 341, the project would divert 75% of its solid waste stream through recycling and other measures.
- Dust control measures during construction are implemented per SJVAPCD Regulation VIII.

For mobile emissions, the CalEEMod run for the project utilized trip generation figures from the project traffic study (KD Anderson and Associates 2018). In running the CalEEMod program for the project, it was discovered that the default fleet mix values overstated the amount of truck traffic in the area. A review of truck traffic volumes on SR 59 at the West Olive Avenue/Santa Fe Drive intersection indicated that the percentage of traffic comprised by all trucks was approximately 6.5% (Caltrans 2015). By contrast, the CalEEMod defaults assumed approximately 15% of vehicles were heavy trucks alone. The vehicle fleet mix in CalEEMod was adjusted to reflect truck traffic percentages based on the Caltrans figures.

TABLE 2-3
PROJECT AIR POLLUTANT EMISSIONS

	ROG	NOx	CO	SOx	PM10	PM2.5
Phase 1						
Construction Emissions (total tons)[1]	0.17	1.14	0.93	<0.01	0.08	0.07
Operational Emissions (tons/yr)	1.20	4.17	6.34	0.01	0.57	0.16
Phase 2						
Construction Emissions (total tons)[2]	0.17	0.92	0.70	<0.01	0.06	0.05
Operational Emissions (tons/yr)	0.86	2.80	4.69	0.01	0.71	0.20
Total Operational Emissions (tons/yr)	**2.06**	**6.97**	**11.03**	**0.02**	**1.28**	**0.36**

[1] Construction emissions for Phase 1 based on construction period of 120 working days.
[2] Construction emissions for Phase 2 based on construction period of 180 working days.
Source: CalEEMod Version 2016.3.1.

POTENTIAL AIR QUALITY IMPACT 1: AIR QUALITY PLAN CONSISTENCY

As indicated in Table 2-3, project construction air pollutant emissions under both Phase 1 and Phase 2 would be substantially below the significance thresholds adopted by the SJVAPCD. Operational emissions at project buildout also would be below SJVAPCD significance thresholds. As noted in Section 2.1.2, the SJVAPCD's attainment plans demonstrate that project-specific emissions below New Source Review offset thresholds, which are the basis for the SJVAPCD significance thresholds, would have air quality impacts that are less than significant. On this basis, the project would be consistent with attainment plans for the Air Basin. Project impacts regarding consistency with the applicable air quality plans are considered **less than significant**.

POTENTIAL AIR QUALITY IMPACT 2: VIOLATION OF AIR QUALITY STANDARDS

As mentioned under Impact 1 and as indicated in Table 2-3, the proposed project would have construction emissions that are substantially below the SJVAPCD significance thresholds under both phases. Project construction may generate localized dust emissions at levels above existing ambient conditions, which is of concern if "sensitive receptors" are located in proximity to the project site. As defined in the GAMAQI, sensitive receptors include residential units, schools, parks and playgrounds, day care centers, hospitals, and nursing homes. None of these land uses are near the project site. Furthermore, dust emissions would be reduced through the required implementation of SJVAPCD Regulation VIII, which contains the following dust emission control measures:

- Air emissions related to the project shall be limited to 20% opacity (opaqueness, lack of transparency) or less, as defined in SJVAPCD Rule 8011. The dust control measures specified below shall be applied as required to maintain the Visible Dust Emissions standard.

- The contractor shall pre-water all land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and phase earthmoving.

- The contractor shall apply water, chemical/organic stabilizer/suppressant, or vegetative ground cover to all disturbed areas, including unpaved roads, throughout the period of soil

disturbance.

- The contractor shall restrict vehicular access to the disturbance area during periods of inactivity.
- The contractor shall apply water or chemical/organic stabilizers/suppressants, construct wind barriers and/or cover exposed potentially dust-generating materials.
- When materials are transported off-site, the contractor shall stabilize and cover all materials to be transported and maintain six inches of freeboard space from the top of the container.
- The contractor shall remove carryout and trackout of soil materials on a daily basis unless it extends more than 50 feet from site; carryout and trackout extending more than 50 feet from the site shall be removed immediately. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden. If the project would involve more than 150 construction vehicle trips per day onto the public street, additional restrictions specified in Section 5.8 of SJVAPCD Rule 8041 would apply.

As previously noted, operational emissions at project buildout would not exceed SJVAPCD significance thresholds. The GAMAQI states that, when assessing the significance of project-related impacts on air quality, impacts may be significant when on-site emission increases from construction activities or operational activities exceed the 100 pounds per day screening level of any criteria pollutant after implementation of all enforceable mitigation measures (SJVAPCD 2015b). Based on the CalEEMod results, neither construction nor operational emissions of any pollutants would exceed the 100 pounds per day screening level.

The project would be subject to the ISR, which requires development projects to reduce NO_x operational emissions by 33.3%. Application of this reduction requirement would further reduce NO_x emissions that are already below the SJVAPCD significance threshold. Phase 2 NO_x emissions would be reduced further below the significance threshold. Project impacts related to air quality standards are considered **less than significant**.

POTENTIAL AIR QUALITY IMPACT 3: CUMULATIVE EMISSIONS

Cumulative impacts of project emissions focus on operational emissions, as construction emissions cease with completion of project work. As indicated in Table 2-3 above, operational emissions at project buildout would not exceed the significance thresholds established by SJVAPCD. As discussed under Impact 2, NOx emissions would be further reduced by compliance with the ISR. Cumulative project impacts on air quality are considered **less than significant**.

POTENTIAL AIR QUALITY IMPACT 4: EXPOSURE OF SENSITIVE RECEPTORS

As noted in the discussion under Impact 2, there are no sensitive receptors in the immediate project vicinity. The nearest sensitive receptor to the project site is a residential area more than 1,000 feet to the east. At that distance, dispersion of criteria pollutant emissions would likely occur before emissions reached the residential area.

CO in high concentrations would have adverse health impacts, as previously described. The project site is located adjacent to the intersection of SR 59 and West Olive Avenue/Santa Fe Avenue, a major intersection in the area. According to the City of Merced General Plan, the intersection operated at LOS F in 2010 (City of Merced 2012a), so the project could potentially contribute to

that LOS with its attendant CO impacts. As previously noted, there are no sensitive receptors in the vicinity of the intersection, so no sensitive receptors would be exposed to CO emissions, either with or without the project.

Project construction emissions would likely include diesel particulate matter, which is classified as a TAC. Diesel particulate emissions can have adverse health effects on residents if they experience long-term exposure. Construction emissions of diesel particulate matter would cease once construction is completed and would not result in any long-term exposure for sensitive receptors, the closest of which is more than 1,000 feet away. Project construction emissions of diesel particulate matter would not have a significant health effect.

As previously described, gasoline contains toxic substances such as benzene, toluene and naphthalene. Gasoline vapor emissions may contain some of these substances, some of which are considered carcinogens. Projects that could emit substantial amounts of carcinogens are required to submit a Health Risk Assessment (HRA) if there are nearby sensitive receptors (e.g., residences or schools) that could be exposed to carcinogenic emissions.

The California Air Pollution Control Officers Association (CAPCOA) prepared a Gasoline Service Station Industrywide Risk Assessment Guidelines for the State's Air Toxics "Hot Spots" Program. The CAPCOA Guidelines were based on modeling results indicating that benzene in gasoline can cause a cancer risk to people living near gasoline stations greater than 10 in 1 million when large amounts of gasoline are dispensed (CAPCOA 1997). A risk assessment procedure described in the CAPCOA Guidelines has resulted in the development of tables that provide a risk score based on the location of the station (urban or rural), the type of station, and the distance to the nearest sensitive receptor. Based on Table 2B in Appendix E of the CAPCOA Guidelines, the cancer risk posed by the project would be 0.74 per 1 million, which is below the SJVAPCD significance threshold.

As noted, SJVAPCD Rules 4621 and 4622 require the installation of vapor recovery systems, which would limit the amount of vapors that would be emitted into the atmosphere. This would further reduce potential impact related to gasoline vapors. Overall, project impacts related to exposure of sensitive receptors to emissions are considered **less than significant**.

POTENTIAL AIR QUALITY IMPACT 5: ODORS

Odors are more of a nuisance than an environmental hazard. Nevertheless, the Environmental Checklist in CEQA Guidelines Appendix G regards objectionable odors as a potentially significant environmental impact. In accordance with this, the GAMAQI states that a project should be evaluated to determine the likelihood that it would result in nuisance odors. Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, there are no quantitative or formulaic methodologies to determine if potential odors would have a significant impact. Rather, projects must be assessed on a case-by-case basis (SJVAPCD 2015b).

Odors that could be generated potentially at the project site include releases of gasoline vapors and cooking odors from the quick-serve restaurant. Such odors in general would be confined mainly to the project site and would readily dissipate. As discussed under Impact 4, vapor recovery systems that would limit vapor emissions would be required. Restaurants are generally not considered significant sources of objectionable odors. Future land uses that would occupy Phase 2 development generally would be retail in nature, and thus unlikely to generate odors that would be considered a nuisance. Project impacts related to odors are considered **less than significant**.

2.2 Greenhouse Gas Emissions

2.2.1 Environmental Setting

Greenhouse gases (GHGs) are gases that absorb and emit radiation within the thermal infrared range, trapping heat in the earth's atmosphere. GHGs are both naturally occurring and are emitted by human activity. GHGs include carbon dioxide (CO_2), the most abundant GHG, as well as methane, nitrous oxide and other gases. GHG emissions in California in 2014 were estimated at 441.5 million metric tons carbon dioxide equivalent (CO_2e) – a decrease of 9.4% from the peak level in 2004. Major GHG sources in California include transportation (36%), industrial (21%), electric power generation (20%), commercial and residential (9%), and agriculture (8%) (ARB 2016).

In 2008, total GHG emissions from the City of Merced were 405,748 metric tons CO_2e (City of Merced 2012b). Of the total emissions, approximately 36% were transportation-related emissions. Another 36% were emissions from commercial/industrial uses, and 26% were from residential uses (City of Merced 2011).

Increased atmospheric concentrations of GHGs are considered a main contributor to global climate change, which is a subject of concern for the State of California. Potential impacts of global climate change in California include reduced Sierra Nevada snowpack, more intensive storms and runoff, increased wildfire hazards, greater number of hot days with associated decreases in air quality, and potential decreases in agricultural production (Climate Action Team 2010).

Unlike the criteria air pollutants, GHGs have no "attainment" standards established by the federal or State government. In fact, GHGs are not generally thought of as traditional air pollutants because their impacts are global in nature, while criteria air pollutants and TACs are of regional and local concern (SJVAPCD 2015b). Nevertheless, the U.S. Environmental Protection Agency (EPA) has found that GHG emissions endanger both the public health and public welfare under Section 202(a) of the Clean Air Act due to their impacts associated with climate change (EPA 2009).

2.2.2 Regulatory Framework

The State of California has implemented GHG emission reduction programs through AB 32, the Global Warming Solutions Act of 2006, which requires total statewide GHG emissions to reach the 1990 level by 2020, or an approximately 29% reduction from the 2004 level of GHG emissions. In compliance with AB 32, the State adopted the Climate Change Scoping Plan in 2008 and updated the plan in 2014. Primary strategies addressed in the original Scoping Plan included new industrial and emission control technologies; alternative energy generation technologies; advanced energy conservation in lighting, heating, cooling and ventilation; fuels with reduced carbon content; hybrid and electric vehicles; and methods for improving vehicle mileage (ARB 2008). As part of the Scoping Plan, California adopted the Low Carbon Fuel Standard, which requires a 10% reduction in the carbon content of gasoline and diesel fuels by 2020. The 2014 update highlighted California's progress toward meeting the 2020 GHG emission reduction goal and established a broad framework for continued emission reductions beyond 2020, on the path to 80% below the 1990 level by 2050 (ARB 2014).

In 2016, the State Legislature passed and Governor Brown signed SB 32, which extends the state's greenhouse gas reduction program initiated by AB 32. SB 32 codifies the 2030 GHG reduction target of Executive Order B-30-15, which is 40% below 1990 emission levels. The ARB has recently released for public review a draft Scoping Plan that sets forth strategies for achieving the SB 32 target. The draft Scoping Plan proposes to continue many of the strategies that were part of

the previous Scoping Plans, including the cap-and-trade program, low-carbon fuel standards, renewable energy, and methane reduction strategies. It also would require a 20% reduction in GHG emissions from refineries by 2030 and would address for the first time GHG emissions from the natural and working lands of California, including the agriculture and forestry sectors (ARB 2017).

The SJVAPCD adopted a Climate Change Action Plan in 2008 and issued guidance for development project compliance with the plan in 2009. The guidance adopted an approach that relies on the use of Best Performance Standards to reduce GHG emissions. Projects implementing Best Performance Standards would be determined to have a less than cumulatively significant impact. For projects not implementing Best Performance Standards, demonstration of a 29% reduction in project-specific (i.e., operational) GHG emissions from business-as-usual conditions is required to determine that a project would have a less than cumulatively significant impact (SJVAPCD 2009).

The City of Merced adopted a Climate Action Plan (CAP) in 2012. The goal of the CAP is to reduce City emissions to 1990 levels by 2020, consistent with the goal of AB 32. This would mean a reduction in the City's emission levels to 349,981 metric tons CO2e – a reduction of approximately 29.7% from "business as usual" levels (City of Merced 2012b). The CAP sets forth strategies designed to meet its emission reduction goal. According to the CAP, approximately 30% of the GHG emissions targeted for reduction will be accomplished through energy conservation habits and equipment, 23% through utilization of renewable resources, and 21% through enhanced mobility programs and projects (City of Merced 2012b). The remaining reductions will be accomplished through strategies related to sustainable community design, water conservation and technology, protection of air resources, waste reduction, and public outreach and involvement. Of the 156 actions recommended in the CAP, 73 are business-related, with most of these based on incentives, improved communication, and encouragement by the City (City of Merced 2012b).

2.2.3 Significance Thresholds

According to Appendix G of the CEQA Guidelines, a project may have a significant impact on the environment if it would do the following:

- Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment.
- Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

CEQA Guidelines Appendix G states that, where available, significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make significance determinations. Aside from the 29.7% reduction in GHG emissions, the City of Merced has not established any significance thresholds.

2.2.4 Environmental Impacts and Mitigation Measures

The proposed project is expected to generate GHG emissions, mainly from vehicles entering and exiting the project site. Other potential GHG sources include building energy use and waste sent to a landfill. Project construction would also generate emissions, mainly through the use of heavy equipment powered by diesel or other internal combustion engines.

Project GHG emissions were estimated using the CalEEMod computer program. The CalEEMod results are shown in Appendix A of this report and summarized in Table 2-4 below. Construction emissions were estimated for the entire construction period, while operational emissions are annual emissions. For the mitigated GHG emissions, the CalEEMod run incorporated the same site conditions, laws and regulations, and mitigation measures used in estimating air pollutants emissions in Section 2.1.4 of this report. None of these conditions or mitigation measures were applied to estimate unmitigated, or business-as-usual, GHG emissions.

TABLE 2-4
PROJECT GHG EMISSIONS

Emission Types	GHG Emissions
Phase 1	
Construction Emissions (total tons)[1]	122.92
Operational Emissions (tons/yr)	
Unmitigated	1,841.60
Mitigated	1,164.23
Phase 2	
Construction Emissions (total tons)[2]	110.85
Operational Emissions (tons/yr)	
Unmitigated	1,800.97
Mitigated	1,190.66
Total Operational Emissions (tons/yr)	
Unmitigated	**3,642.57**
Mitigated	**2,354.89**

[1] Construction emissions for Phase 1 based on construction period of 120 working days.
[2] Construction emissions for Phase 2 based on construction period of 180 working days.
Source: CalEEMod Version 2016.3.1.

POTENTIAL GHG IMPACT 1: PROJECT GHG EMISSIONS

Based on results from the CalEEMod run (see Appendix A), total construction GHG emissions (Phase 1 and Phase 2) from the proposed project would be approximately 233.77 metric tons CO_2e. Unmitigated (business-as-usual) operational GHG emissions, mainly from vehicle use, are estimated to generate approximately 3,642.57 metric tons CO_2e annually. With incorporation of project features that would reduce GHG emissions, the total operational GHG emissions would be 2,354.89 metric tons CO2e annually. This would be a reduction of approximately 35.3% from unmitigated levels, which exceeds the reduction target set by the City of Merced. Based on this, project impacts related to GHG emissions are considered **less than significant**.

POTENTIAL GHG IMPACT 2: CONSISTENCY WITH GHG REDUCTION PLANS

As noted above, GHG emissions associated with the project would be reduced by an amount that would exceed the City's GHG reduction target. Because of this, the project would be consistent with the GHG reduction objectives of the City's CAP. It is also consistent with the 29% GHG

reduction target established by the SJVAPCD in its Climate Change Action Plan. Project impacts related to GHG reduction plans are considered **less than significant**.

3.0 CONCLUSION AND REFERENCES

3.1 Conclusion

This report analyzed the potential air quality and GHG emission impacts of proposed future development of an 8.83-acre site that is proposed for annexation to the City of Merced. The project proposes two phases of development. The first phase would consist of an ARCO AM/PM gasoline station and convenience store with an automated car wash, and a quick-serve restaurant. The second phase would consist of a retail center with a quick-serve restaurant, as indicated on the site plan.

The project would generate air pollutant and GHG emissions, mainly from vehicle traffic. Estimates of these emissions were developed using CalEEMod, with inputs based on project information and County recommendations. The results of the CalEEMod runs indicate that the project would not generate air pollutant emissions that would exceed the significance thresholds established by SJVAPCD. The project would not generate any significant amounts of TACs or odors. Project impacts on air quality are considered less than significant.

The project would generate GHG emissions that would be less than business-as-usual levels by approximately 35.3%. This reduction would exceed the reduction targets set by the City of Merced in its CAP and by the SJVAPCD in its Climate Change Action Plan. GHG impacts of the project are considered less than significant.

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MOORE BIOLOGICAL CONSULTANTS

July 17, 2017

Mr. Charlie Simpson
BaseCamp Environmental
115 South School Street, Ste.14
Lodi, CA 95240

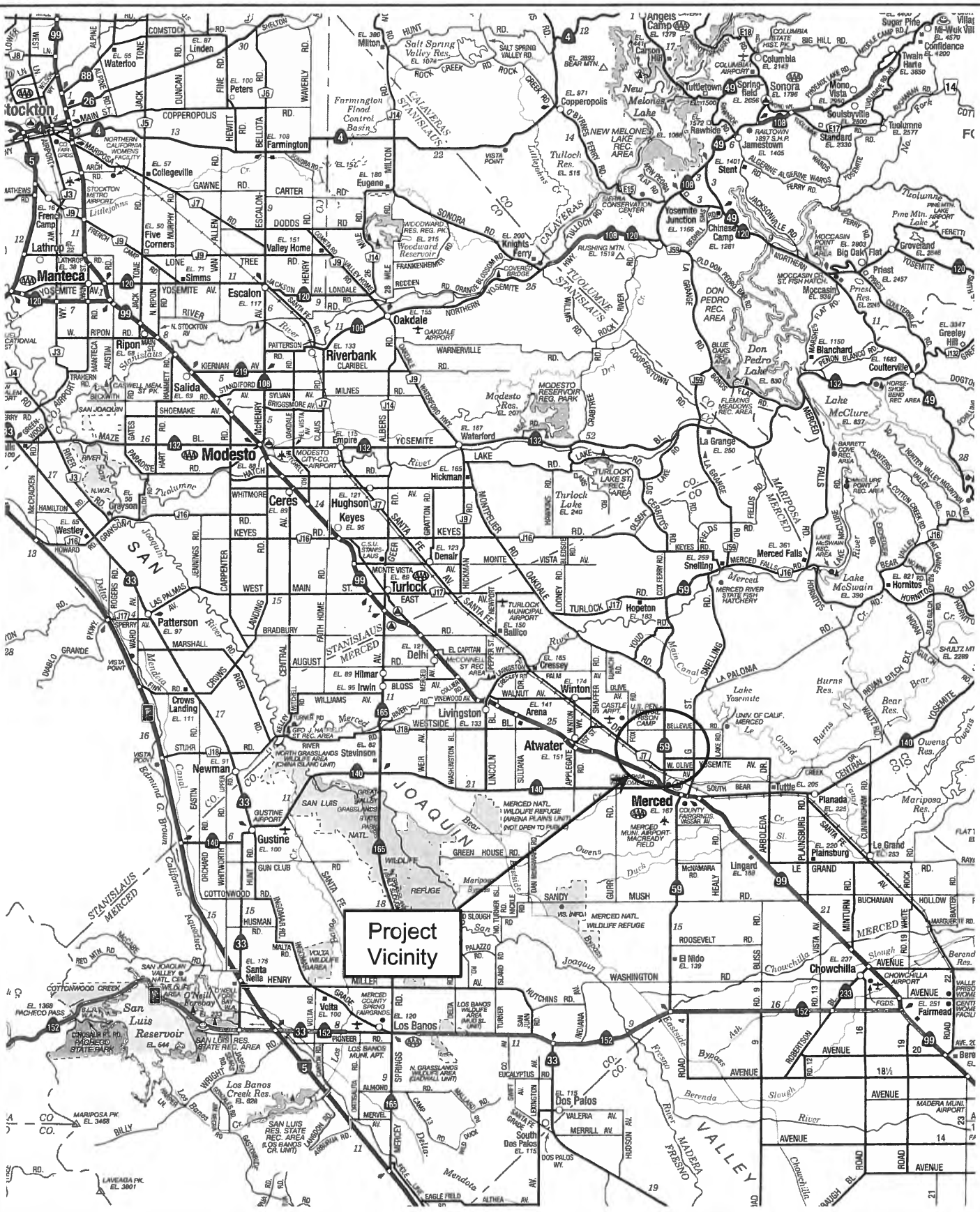
Subject: "ANNEXATION/PRE-ZONE #15-01, NORTH HIGHWAY 59 & SANTA FE", MERCED, CALIFORNIA: BIOLOGICAL ASSESSMENT

Dear Charlie:

Thank you for asking Moore Biological Consultants to prepare this biological assessment for the Annexation/Pre-Zone #15-01 at North Highway 59 and Santa Fe Drive project in Merced County, California (Figures 1 and 2). The purpose of this assessment is to describe existing biological resources in the site, identify potentially significant impacts to biological resources from commercial development, and provide recommendations for how to reduce those impacts to a less-than-significant level. The work involved reviewing databases, aerial photographs, and documents, and conducting a field survey to document vegetation communities, potentially jurisdictional Waters of the U.S. and/or wetlands, and potentially suitable habitat for or presence of special-status species. This report details the methodology and results of our investigation.

Project Overview

The proposed commercial project consists of annexing 3 parcels totaling approximately 8.83 acres of land and a portion of Black Rascal Creek from Merced County to the City of Merced (see Tentative Map and Site Plan in Attachment A). Phase 1 of the project will include construction of a 7,333-square-foot retail project on approximately 1.78 acres of the 7.4-acre parcel 057-200-067 located at the northwest corner of North Highway 59 and Santa Fe



Source: Calif. State Automobile Association

Moore Biological Consultants

0 18 Miles

N W E S

FIGURE 1

PROJECT VICINITY

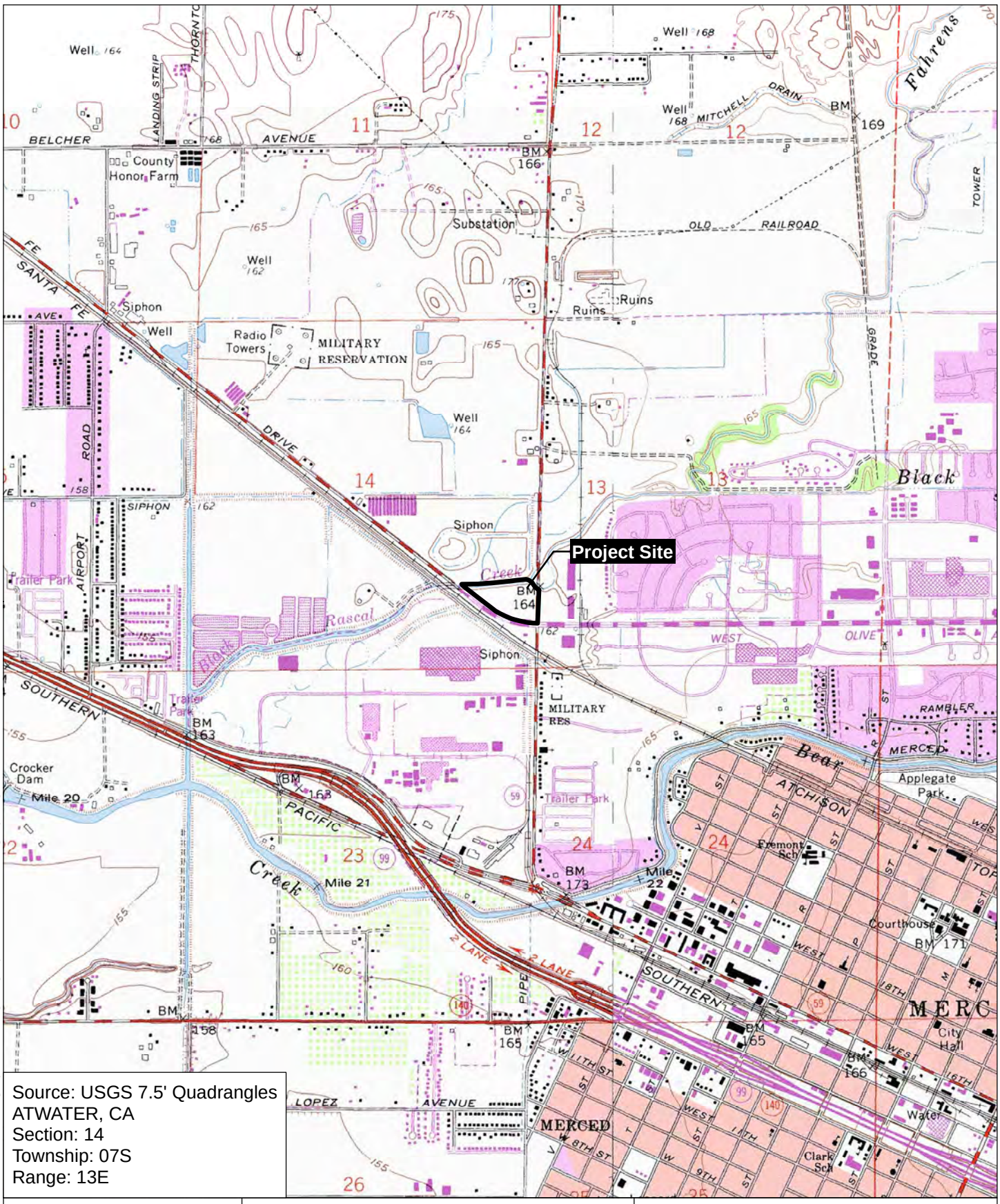


Figure 2

Moore Biological Consultants

0 1,000 2,000

1 inch = 2,000 feet

N W E S

USGS

Highway 59 at Santa Fe Drive

Merced County, CA

Map Date: 04/05/2017

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Drive. Phase 2 of the project would involve of an additional 34,833 square feet of retail development on the remaining 5.62 acres of the same parcel. The 1.0-acre parcel, located at the southwest corner of the intersection, would be annexed but is not proposed for development; this parcel has an existing business that would remain.

The proposed retail center would have three access points. The primary entrance/exit for Phase 1, the proposed gas station, car wash, convenience market, and restaurant on the 1.78 acres at the corner of the site, would be located on Santa Fe Drive approximately 200 feet west of the intersection. The driveway would be right-in/right-out only. Access for Phase 2 would involve development of a full access driveway into the future commercial area from Santa Fe Drive, which would be located 475 feet west of the intersection. An additional right-in/right-out driveway is proposed along North Highway 59 approximately 230 feet north of the intersection as part of Phase 1.

Methods

Prior to the field survey, we conducted a search of California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB, 2017). The CNDDB search was conducted on the USGS 7.5-minute Atwater and Merced topographic quadrangles, encompassing approximately 120+/- square miles surrounding the site (Attachment B). The United States Fish and Wildlife Service (USFWS*)* IPaC Trust Resource Report of Federally Threatened and Endangered species that may occur in or be affected by projects in the project vicinity was also reviewed (Attachment B). This information was used to identify special-status wildlife and plant species that have been previously documented in the vicinity or have the potential to occur based on suitable habitat and geographical distribution. Additionally, the CNDDB depicts the locations of sensitive habitats. The USFWS on-line-maps of designated critical habitat in the area were also downloaded.

A field survey of the site was conducted on April 27, 2017. The survey consisted of driving and walking throughout the site making observations of habitat conditions and noting surrounding land uses, habitat types, and plant and wildlife species. The fieldwork included an assessment of potentially jurisdictional Waters of the U.S. and wetlands as defined by the U.S. Army Corps of Engineers (ACOE, 1987; 2008) and a search for special-status species and suitable habitat for special-status species (e.g., blue elderberry shrubs, vernal pools). Trees in and near the site were assessed for the potential use by nesting raptors, especially Swainson's hawk (*Buteo swainsoni*). The cropland and grasslands in the site and adjacent areas visible from the site were searched for burrowing owls (*Athene cunicularia*) or ground squirrel burrows with evidence of past occupancy.

Results

GENERAL SETTING: The project site is located just north of Merced, in Merced County, California (Figure 1). The site is in Section 14, Township 7 South, Range 13 East of the USGS 7.5-minute Atwater topographic quadrangle (Figure 2). The site is nearly level and is at an elevation of approximately 160 feet above mean sea level. The site was likely farmed in crops in the past, but has been fallow for years. The body of the site is currently disturbed weedy grassland (Figure 3 and photographs in Attachment C).

Surrounding land uses in this portion of Merced County are primarily agricultural and commercial. North Highway 59 bounds the site on the east and Santa Fe Drive bounds the site on the south and west. There are open fields to the east and southeast of the site, and a commercial or industrial property to the southwest of the site (Figure 3 and photographs in Attachment C). Black Rascal Creek flows along the north edge of the site, and there is open grassland to the north of the site, across Black Rascal Creek.

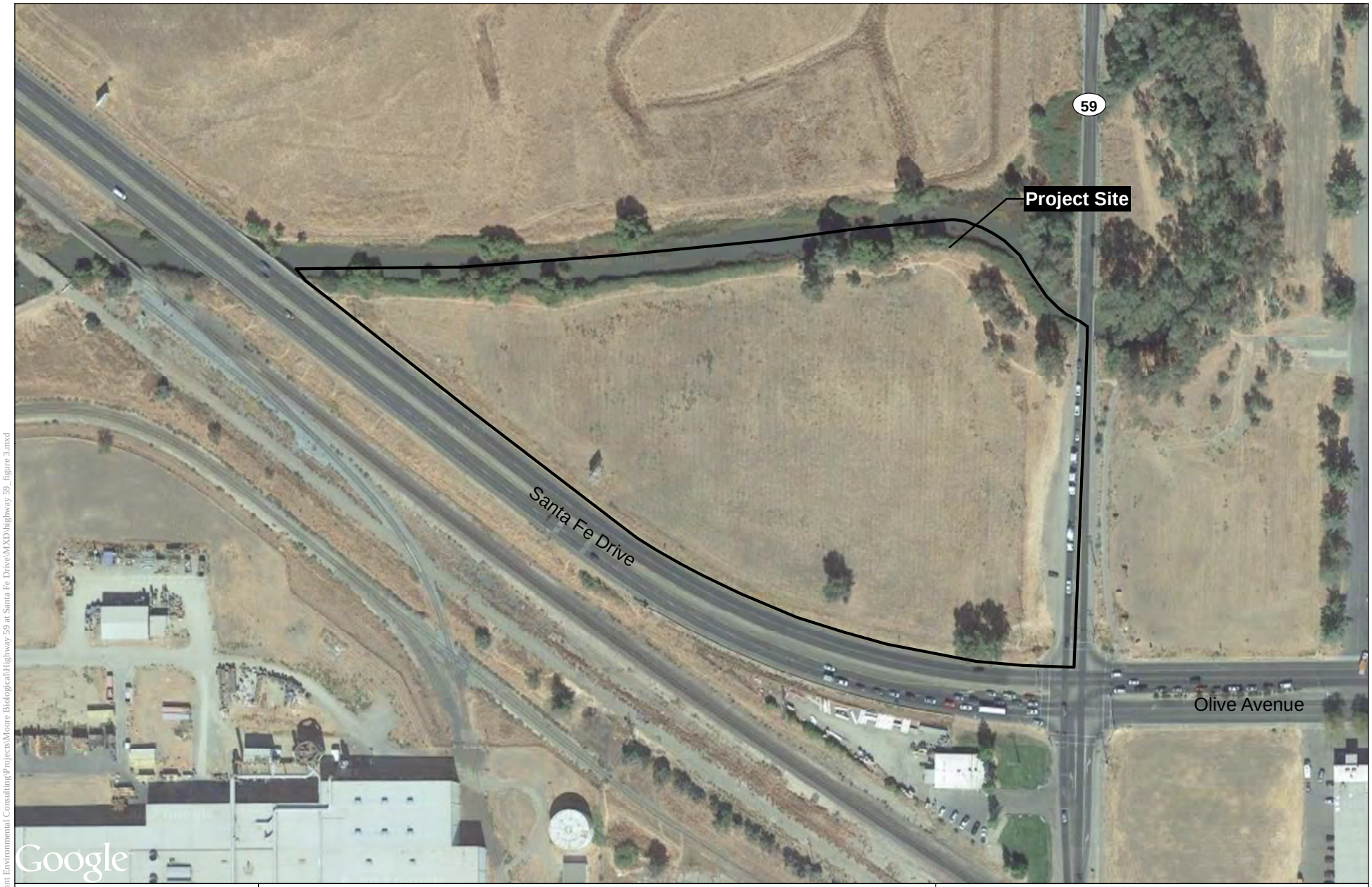


Figure 2

Moore Biological Consultants

0 100 200

1 inch = 200 feet

N
W E
S

Map Date: 04/05/2017

AERIAL

Highway 59 at Santa Fe Drive

Merced County, CA

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VEGETATION: Due to the amount of disturbance from past agriculture, surrounding development, and periodic mowing and/or disking for weed abatement, vegetation in the project site is primarily annual grass and weed species. California annual grassland series (Sawyer and Keeler-Wolf, 1995) best describes the disturbed grassland vegetation. Grasses including oats (*Avena* sp.), soft chess brome (*Bromus hordeaceus*), ripgut brome (*Bromus diandrus*), foxtail barley (*Hordeum murinum*), and perennial ryegrass (*Lolium perenne*) are dominant grass species. Other grassland species such as black mustard (*Brassica nigra*), hairy fleabane (*Conyza bonariensis*), prickly lettuce (*Lactuca serriola*), yellow star-thistle (*Centaurea solstitialis*), filaree (*Erodium botrys*), and common mallow (*Malva neglecta*) are intermixed with the grasses. Table1 is a list of plant species observed in the site.

The only trees in the body of the site are along Black Rascal Creek; there are also three blue gum (*Eucalyptus* sp.) in the southeast part of the site (Figure 3 and photographs in Attachment C). The trees along the creek corridor are primarily willows (*Salix* sp.); there is also a cluster of blue gums just south of the creek near North Highway 59.

No blue elderberry (*Sambucus mexicana*) shrubs were observed in or adjacent to the site.

WILDLIFE: A variety of bird species were observed during the field survey; all of these are common species found in agricultural and riparian areas of Merced County (Table 2). Red-tailed hawk (*Buteo jamaicensis*), turkey vulture (*Cathartes aura*), American crow (*Corvus brachyrhynchos*), mourning dove (*Zenaida macroura*), northern mockingbird (*Mimus polyglottos*), western kingbird (*Tyrannus verticalis*), and red-winged blackbird (*Agelaius phoeniceus*) are representative of the avian species observed in the site.

TABLE 1

PLANT SPECIES OBSERVED IN THE PROJECT SITE

Amsinckia menziesii	rancher's fireweed
Avena fatua	wild oat
Brassica nigra	black mustard
Bromus diandrus	ripgut brome
Bromus hordeaceus	soft chess brome
Carduus pycnocephalus	Italian thistle
Centaurea solstitialis	yellow star-thistle
Cerastium glomeratum	mouse-eared chickweed
Chamomilla suaveolens	pineapple weed
Cirsium vulgare	bull thistle
Conium maculatum	poison hemlock
Convolvulus arvensis	morning glory
Conyza bonariensis	hairy fleabane
Conyza canadensis	horseweed
Cynodon dactylon	Bermuda grass
Cyperus eragrostis	umbrella sedge
Datura innoxia	datura
Eremocarpus setigerus	dove weed
Erodium botrys	filaree
Eucalyptus sp.	blue gum
Grindelia squarrosa	curlycup gumweed
Hordeum marinum	Mediterranean barley
Hordeum murinum	foxtail barley
Lactuca serriola	prickly lettuce
Lolium perenne	perennial ryegrass
Malva neglecta	common mallow
Melilotus officinalis	yellow sweet clover

TABLE 1 (continued)
PLANT SPECIES OBSERVED IN THE PROJECT SITE

Plantago lanceolata	plantain
Polygonum lapathifolium	water smartweed
Polygonum persicaria	lady's thumb
Polypogon monspeliensis	rabbit's foot grass
Raphanus sativus	wild radish
Rosa californica	California wild rose
Rubus discolor	Himalayan blackberry
Rumex crispus	curly dock
Salix exigua	narrow-leaved willow
Salix sp.	willow
Salsola iberica	Russian thistle
Scirpus acutus	tule
Senecio vulgaris	common groundsel
Silybum marianum	milk thistle
Sonchus asper	prickly sow thistle
Trifolium hirtum	rose clover
Typha sp.	cattail
Vicia americana	winter vetch

There are several potential nest trees in and near the site that are suitable for nesting raptors and other protected migratory birds, including Swainson's hawk. A few stick nests were observed within some of the trees within and near the site. Given the presence of large trees and raptor foraging habitat (i.e., open fields) in and near the site, it is likely one or more pairs of raptors, plus a variety of songbirds, nest in trees in the site each year. Further, it is considered likely that songbirds nest within the vegetation along Black Rascal Creek and in the grassland habitats in the site each year.

TABLE 2

WILDLIFE SPECIES DOCUMENTED IN THE PROJECT SITE

Birds	
Turkey vulture	*Cathartes aura*
Red-tailed hawk	*Buteo jamaicensis*
American kestrel	*Falco sparverius*
Killdeer	*Charadrius vociferous*
Mourning dove	*Zenaida macroura*
Western scrub jay	*Aphelocoma coerulescens*
Western kingbird	*Tyrannus verticalis*
American crow	*Corvus brachyrhynchos*
Northern mockingbird	*Mimus polyglottos*
Red-winged blackbird	*Agelaius phoeniceus*
Brewer's blackbird	*Euphagus cyanocephalus*
House finch	*Carpodacus mexicanus*
Mammals	
Black-tailed hare	*Lepus californicus*
Raccoon	*Procyon lotor*
Reptiles	
Western fence lizard	*Sceloporus occidentalis*

A limited variety of mammals common to agricultural areas likely occur in the project site. Black-tailed hare (*Lepus californicus*) was the only mammal observed during the recent survey; sign of raccoon (*Procyon lotor*) was also observed. Coyote (*Canis latrans*), striped skunk (*Mephitis mephitis*), desert cottontail (*Sylvilagus audubonii*), and Virginia opossum (*Didelphis virginiana*) are expected to occur in the project site on occasion. California ground squirrels

(*Spermophilus beecheyi*) are common in the area and may occur on-site. No California ground squirrels or their burrows were observed during the recent survey.

Due to lack of suitable habitat, few amphibians and reptiles are expected to use habitats in the site. Western fence lizard (*Sceloporus occidentalis*) was the only reptile observed in the site; no amphibians were observed. Common species such as Pacific chorus frog (*Pseudacris regilla*) and western terrestrial garter snake (*Thamnophis elegans*) may occur in the site on occasion. Black Rascal Creek also provides suitable habitat for western pond turtle (*Emmys marmorata*).

WATERS OF THE U.S. AND WETLANDS: Waters of the U.S., including wetlands, are broadly defined under 33 Code of Federal Regulations (CFR) 328 to include navigable waterways, their tributaries, and adjacent wetlands. State and federal agencies regulate these habitats and Section 404 of the Clean Water Act requires that a permit be secured prior to the discharge of dredged or fill materials into any waters of the U.S., including wetlands. ACOE, CDFW, and the California Regional Water Quality Control Board (RWQCB) have jurisdiction over modifications to riverbanks, lakes, stream channels and other wetland features.

"Waters of the U.S.", as defined in 33 CFR 328.4, encompasses Territorial Seas, Tidal Waters, and Non-Tidal Waters; Non-Tidal Waters includes interstate and intrastate rivers and streams, as well as their tributaries. The limit of federal jurisdiction of Non-Tidal Waters of the U.S. extends to the "ordinary high water mark". The ordinary high water mark is established by physical characteristics such as a natural water line impressed on the bank, presence of shelves, destruction of terrestrial vegetation, or the presence of litter and debris.

Jurisdictional wetlands are vegetated areas that meet specific vegetation, soil, and hydrologic criteria defined by the ACOE *Wetlands Delineation Manual* and Regional Supplement (ACOE, 1987; 2008). Jurisdictional wetlands are usually

adjacent to or hydrologically associated with Waters of the U.S; isolated wetlands are outside federal jurisdiction.

Jurisdictional wetlands and Waters of the U.S. include, but are not limited to, perennial and intermittent creeks and drainages, lakes, seeps, and springs; emergent marshes; riparian wetlands; and seasonal wetlands. Wetlands and Waters of the U.S. provide critical habitat components, such as nest sites and a reliable source of water, for a wide variety of wildlife species.

Black Rascal Creek is a jurisdictional Water of the U.S. subject to Section 404 of the Clean Water Act. The limit of federal jurisdiction is the ordinary high water mark. This waterway also falls under the jurisdiction of CDFW, RWQCB, and the Central Valley Flood Protection Board (CVFPB). Riparian wetlands and woodlands along the bank of Black Rascal Creek are also jurisdictional due to their adjacency to the river.

There is a short section of a shallow constructed ditch in the southeast corner of the parcel that conveys water from the east side of North Highway 59 and directs the water west and into a culvert under Santa Fe Drive (see photographs in Attachment C). This ditch appears to have been constructed in uplands for the purpose of draining areas to the east of the site and possibly also collects water from the adjacent roads. Under this scenario, the ditch does not meet the technical and regulatory criteria of jurisdictional Waters of the U.S.

Beyond Black Rascal Creek, no other potentially jurisdictional wetlands or Waters of the U.S. were observed in or adjacent to the project site. The body of the site is vegetated with upland grasses and weeds.

SPECIAL-STATUS SPECIES: Special-status species are plants and animals that are legally protected under the state and/or federal Endangered Species Act or other regulations. The Federal Endangered Species Act (FESA) of 1973 declares that all federal departments and agencies shall utilize their authority to conserve

endangered and threatened plant and animal species. The California Endangered Species Act (CESA) of 1984 parallels the policies of FESA and pertains to native California species.

Special-status species also include other species that are considered rare enough by the scientific community and trustee agencies to warrant special consideration, particularly with regard to protection of isolated populations, nesting or denning locations, communal roosts, and other essential habitat. The presence of species with legal protection under the Endangered Species Act often represents a major constraint to development, particularly when the species are wide-ranging or highly sensitive to habitat disturbance and where proposed development would result in a take of these species.

Special-status plants are those which are designated rare, threatened, or endangered and candidate species for listing by the USFWS. Special-status plants also include species considered rare or endangered under the conditions of Section 15380 of the California Environmental Quality Act Guidelines, such as those plant species identified on Lists 1A, 1B and 2 in the Inventory of Rare and Endangered Vascular Plants of California (CNPS, 2017). Finally, special-status plants may include other species that are considered sensitive or of special concern due to limited distribution or lack of adequate information to permit listing or rejection for state or federal status, such as those included on CNPS List 3.

The likelihood of occurrence of listed, candidate, and other special-status species in the site is generally low. Table 3 provides a summary of the listing status and habitat requirements of special-status species that have been documented in the greater project vicinity or for which there is potentially suitable habitat in the greater project vicinity. This table also includes an assessment of the likelihood of occurrence of each of these species in the site. The evaluation of the potential for occurrence of each species is based on the distribution of regional occurrences (if any), habitat suitability, and field observations.

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status[1]	State Status[1]	CNPS List[2]	Habitat	Likeliness of Occurrence in the Project Site
PLANTS						
Vernal pool smallscale	*Atriplex persistens*	None	None	1B	Alkaline vernal pools.	Unlikely: there is no suitable habitat in the site for vernal pool smallscale. The nearest occurrence of this species in the CNDDB (2017) search area is approximately 4 miles southwest of the site.
Round-leaved filaree	*California macrophylla*	None	None	1B	Cismontane woodland and valley and foothill grassland.	Unlikely: due to historical farming and routine disking, the site does not provide suitable habitat for round-leaved filaree. The nearest occurrence of this species in the CNDDB (2017) search area is approximately 1 mile southeast of the project site.
Succulent owl's clover	*Castilleja campestris ssp. succulenta*	T	E	1B	Vernal pools.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of succulent owl's clover in the CNDDB (2017) search area is approximately 2 miles northeast of the site. The site is not in designated critical habitat for this species (USFWS, 2005a).
Dwarf downingia	*Downingia pusilla*	None	None	2	Vernal pools.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of dwarf downingia in the CNDDB (2017) search area is approximately 6 miles northeast of the site.
Spiny-sepaled button-celery	*Eryngium spinosepalum*	None	None	1B	Vernal pools or valley and foothill grassland.	Unlikely: there is no suitable habitat in the site for spiny-sepaled button-celery. The nearest occurrence of this species in the CNDDB (2017) search area is approximately 6 miles northeast of the site.
Forked hareleaf	*Lagophylla dichotoma*	None	None	1B	Cismontane woodland, valley and foothill grassland; sometimes on clay.	Unlikely: due to historical farming and periodic disking, the project site does not provide suitable habitat for this species. The nearest occurrence of forked hareleaf in the CNDDB (2017) search area is approximately 1.5 miles southeast of the site.

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status[1]	State Status[1]	CNPS List[2]	Habitat	Likeliness of Occurrence in the Project Site
Shining narvarretia	*Navarretia nigelliformis ssp. radians*	None	None	1B	Cismontane woodland, valley and foothill grassland, vernal pools, usually in clay soils.	Unlikely: due to historical farming and periodic disking, the project site does not provide suitable habitat for shining narvarretia. The site is also below the known elevation range of this species (CNPS, 2017). The nearest occurrence shining narvarretia in the CNDDB (2017) search area is approximately 4 miles northeast of the site.
Colusa grass	*Neostapfia colusana*	T	E	1B	Large, deep vernal pools.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of Colusa grass in the CNDDB (2017) search area is approximately 4 miles northeast of the site. The site is not in designated critical habitat for Colusa grass (USFWS 2005a).
San Joaquin Valley Orcutt grass	*Orcuttia inaequalis*	T	E	1B	Vernal pools.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of San Joaquin Valley Orcutt grass in the CNDDB (2017) search area is approximately 6.5 miles northeast of the site. The site is not in designated critical habitat this species (USFWS 2005a).
Hairy Orcutt grass	*Orcuttia pilosa*	E	E	1B	Vernal pools.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of hairy Orcutt grass in the CNDDB (2017) search area is approximately 3 miles northeast of the site. The site is not in designated critical habitat this species (USFWS 2005a).
Sanford's arrowhead	*Sagittaria sanfordii*	None	None	1B	Standing or slow moving freshwater ponds, marshes and ditches.	Low: Black Rascal Creek provides potentially suitable aquatic habitat for Sanford's arrowhead. The nearest occurrence of this species in the CNDDB (2017) search area is approximately 2.5 miles northeast of the site.

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status[1]	State Status[1]	CNPS List[2]	Habitat	Likeliness of Occurrence in the Project Site
WILDLIFE						
BIRDS						
Burrowing owl	*Athene cunicularia*	None	None	N/A	Open, dry annual or perennial grasslands, deserts and scrublands characterized by low-growing vegetation.	Unlikely: while the site provides suitable foraging habitat for burrowing owls, no ground squirrels or their burrows were observed in the site. The nearest occurrence of burrowing owl in the CNDDB (2017) search area is approximately 3 miles south of the site
Swainson's hawk	*Buteo swainsoni*	None	T	N/A	Nesting: large trees, usually within riparian corridors. Foraging: agricultural fields and annual grasslands.	Unlikely: the site provides marginally suitable foraging habitat and large trees in and near the site could be used for nesting. Due to periodic disking, it is unlikely Swainson's hawks forage in the site intensively, but they may use it on an occasional basis. The nearest occurrence of nesting Swainson's hawks in the CNDDB (2017) search area is approximately 2.5 miles northwest of the site.
Tricolored blackbird	*Agelaius tricolor*	None	CE/SC	N/A	Nests in dense brambles and emergent wetland vegetation associated with open water habitat.	Unlikely: the emergent wetland and scrub shrub vegetation in and along Black Rascal Creek is suitable suitable nesting habitat. This species may occasionally fly over or forage in the area. The nearest occurrence of tricolored blackbird in the CNDDB (2017) search area is approximately 1 mile southeast of the site.
Bald eagle	*Haliaeetus leucocephalus*	None	E	N/A	Nests in large trees along rivers, ocean shores, and lake margins.	Unlikely: bald eagles were not observed at the project site during the recent surveys but could conceivably fly over the site on occasion. The nearest occurrence of this species approximately 1 mile southeast of the site at Yosemite Lake (CNDDB, 2017).

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status[1]	State Status[1]	CNPS List[2]	Habitat	Likeliness of Occurrence in the Project Site
Mountain plover	*Charadrius alexandrinus nivosus*	T	SC	N/A	Winters in agricultural lands in the Central Valley.	Unlikely: mountain plover may occasionally fly over or forage in the project site. The nearest occurrence of this species in the CNDDB (2017) search area is approximately 6.5 miles southeast of the site.
MAMMALS						
San Joaquin kit fox	*Vulpes macrotis mutica*	E	T	N/A	Annual grasslands or grassy open stages with scattered shrubby vegetation.	Unlikely: the grassland in the site provides potentially suitable foraging habitat for San Joaquin kit fox. However, this species is not known from the Merced region. The only occurrence of San Joaquin kit fox in the CNDDB (2017) search area is an observation approximately 6 miles northwest of the site along a canal in Atwater.
Western mastiff bat	*Eumops perotis californicus*	None	SC	N/A	Open, dry habitats with crevices in cliff faces, high buildings, trees and tunnels for roosting.	Unlikely: there is no suitable roosting habitat in the site for western mastiff bat. This species may occasionally fly over or forage in the site. The nearest occurrence of western mastiff bat in the CNDDB (2017) search area is approximately 1.5 miles southeast of the site.
AMPHIBIANS AND REPTILES						
Giant garter snake	*Thamnophis gigas*	T	T	N/A	Freshwater marsh and low gradient streams; adapted to drainage canals and irrigation ditches, primarily for dispersal or migration.	Unlikely: Black Rascal Creek provides marginally suitable aquatic habitat for giant garter snake. However, this species is not known from the Merced region. The only occurrence of giant garter snake in the CNDDB (2017) search area is an historical (1908) occurrence mapped non-specifically in downtown Merced, approximately 1.5 miles southeast of the site.
Blunt-nosed leopard lizard	*Gambelia sila*	E	E	N/A	Sparsely vegetated alkali and desert scrub habitats in areas of low topographic relief. Requires small mammal burrows for cover.	Unlikely: the site does not contain suitable habitat for blunt-nosed leopard lizard. There are no occurrences of this species recorded in the CNDDB (2017) search area.

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status[1]	State Status[1]	CNPS List[2]	Habitat	Likeliness of Occurrence in the Project Site
California tiger salamander	*Ambystoma californiense*	T	T	N/A	Breeds in seasonal water bodies such as deep vernal pools or stock ponds. Requires small mammal burrows for summer refugia.	Unlikely: there are no potentially suitable breeding ponds for California tiger salamander in the site and the disked grassland throughout the site is not suitable for aestivation. The nearest occurrence of this species in the CNDDB (2017) search area is in vernal pool grasslands approximately 5 miles northeast of the site. The site is not within designated critical habitat for California tiger salamander (USFWS, 2005b).
California red-legged frog	*Rana aurora draytonii*	T	SC	N/A	Lowlands and foothills in or near permanent sources of water with vegetation.	Unlikely: Black Rascal Creek provides marginally suitable aquatic habitat for California red-legged frog, however this species is restricted to foothill streams and is not present in creeks on the Central Valley floor. There are no occurrences of California red-legged frog in the CNDDB (2017) search area. The site is not in designated for California red-legged frog critical habitat (USFWS, 2006).
Western pond turtle	*Emys marmorata*	None	SC	N/A	Permanent or semi-permanent water bodies; require basking sites such as logs.	Low: Black Rascal Creek provides potentially suitable habitat for western pond turtle and the on-site grasslands could be used for nesting. The nearest occurrence of this species in the CNDDB (2017) search area is approximately 3.5 miles northwest of the site.
FISH						
Central Valley steelhead	*Oncorhynchus mykiss*	T	None	N/A	Riffle and pool complexes with adequate spawning substrates within Central Valley drainages.	Unlikely: Black Rascal Creek does not provide suitable habitat for Central Valley steelhead. There are no occurrences of this species recorded in the CNDDB (2017) within the search area. The site is not within designated critical habitat for Central Valley steelhead (NOAA, 2005).

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status[1]	State Status[1]	CNPS List[2]	Habitat	Likeliness of Occurrence in the Project Site
Delta smelt	*Hypomesus transpacificus*	T	T	N/A	Shallow lower delta waterways with submersed aquatic plants and other suitable refugia.	None: there is no suitable habitat in the site for delta smelt. There are no occurrences of this species recorded in the CNDDB (2017) within the search area. The site is not within designated critical habitat for delta smelt (USFWS, 1994).
INVERTEBRATES						
Vernal pool fairy shrimp	*Branchinecta lynchi*	T	None	N/A	Vernal pools and seasonally inundated depressions in the Central Valley.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of vernal pool fairy shrimp in the CNDDB (2017) search area is approximately 1 mile north of the site. The site is not in designated critical habitat of this species (USFWS, 2005a).
Conservancy fairy shrimp	*Branchinecta conservatio*	E	None	N/A	Vernal pools	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of Conservancy fairy shrimp in the CNDDB (2017) search area is approximately 6.5 miles northeast of the site. The site is not in designated critical habitat of this species (USFWS, 2005a).
Vernal pool tadpole shrimp	*Lepidurus packardi*	E	None	N/A	Vernal pools and seasonally wet depressions within the Central Valley	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of vernal pool tadpole shrimp in the CNDDB (2017) search area is approximately 6.5 miles northeast of the site. The site is not in designated critical habitat of this species (USFWS, 2005a).
Valley elderberry longhorn beetle	*Desmocerus californicus dimorphus*	T	None	N/A	Elderberry shrubs in the Central Valley and surrounding foothills	Unlikely: no blue elderberry shrubs were observed in the site. There are no occurrences of valley elderberry longhorn beetle recorded in the CNDDB (2017) within the search area.

1 T= Threatened; E = Endangered; CE = Candidate for Endangered Status; SC = Species of Special Concern per California Department of Fish and Wildlife.

2 CNPS List 1B includes species that are rare, threatened, or endangered in California and elsewhere; List 2 includes plants that are rare, threatened or endangered in California but are more common elsewhere.

habitat in the greater project vicinity. This table also includes an assessment of the likelihood of occurrence of each of these species in the site. The evaluation of the potential for occurrence of each species is based on the distribution of regional occurrences (if any), habitat suitability, and field observations.

SPECIAL-STATUS PLANTS: Special-status plants identified in the CNDDB (2017) search include vernal pool smallscale (*Atriplex persistens*), round-leaved filaree (*California macrophylla*), succulent owl's clover (*Castilleja campestris ssp. succulenta*), dwarf downingia (*Downingia pusilla*), spiny-sepaled button-celery (*Eryngium spinosepalum*), forked hareleaf (*Lagophylla* dichotoma), ahining narvarretia (*Navarretia nigelliformis ssp. radians*), Colusa grass (*Neostapfia colusana*), San Joaquin Valley Orcutt grass (*Orcuttia inaequalis*), hairy Orcutt grass (*Orcuttia pilosa*), and Sanford's arrowhead (*Sagittaria sanfordii*) (Table 3 and Attachment B). The USFWS IPaC Trust Report contains a few of these same species.

Special-status plants generally occur in relatively undisturbed areas in vegetation communities such as vernal pools, marshes and swamps, seasonal wetlands, riparian scrub, and areas with unusual soils. The ruderal grassland in the body of the site is highly disturbed and does not provide suitable habitat for any of the plants in Table 3 or other special-status plants. Black Rascal Creek provides potentially suitable aquatic habitat for Sanford's arrowhead, and this species is documented in the CNDDB (2017) in a tributary to Black Rascal Creek, approximately 2.5 miles northeast of the site. Due to lack of suitable habitat, no other special-status plant species are expected to occur in the site.

SPECIAL-STATUS WILDLIFE: The potential for intensive use of habitats within the project site by special-status wildlife species is generally low. Special-status wildlife species that have been recorded in greater project vicinity in the CNDDB (2017) include Swainson's hawk, burrowing owl, tricolored blackbird (*Agelaius tricolor*), bald eagle (*Haliaeetus leucocephalus*), mountain plover (*Charadrius alexandrinus nivosus*), San Joaquin kit fox (*Vulpes macrotis mutica*), western

mastiff bat (*Eumops perotis californicus*), California tiger salamander (*Ambystoma californiense*), giant garter snake (*Thamnophis gigas*), western pond turtle (*Emys marmorata*), vernal pool fairy shrimp (*Branchinecta lynchi*), Conservancy fairy shrimp (*Branchinecta conservatio*), and vernal pool tadpole shrimp (*Lepidurus packardi*). Although not included in the CNDDB within the search area, California red-legged frog (*Rana aurora draytonii*), blunt-nosed leopard lizard (*Gambelia sila*), Sacramento Central Valley steelhead (*Oncorhynchus mykiss*), delta smelt (*Hypomesus transpacificus*), and valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) were added to Table 3 because they are included in the USFWS IPaC Trust Resource Report (Attachment B).

While the project site may have provided habitat for special-status wildlife species at some time in the past, farming and development have substantially modified natural habitats in the greater project vicinity. Of the wildlife species identified in the CNDDB, Swainson's hawk, tricolored blackbird, and western pond turtle are the only species that have potential to occur in the site on more than a transitory or very occasional basis. Other special-status birds including burrowing owl and mountain plover may fly over or forage in the area on occasion, but would not be expected to nest in or immediately adjacent to the project site.

SWAINSON'S HAWK: The Swainson's hawk is a migratory hawk listed by the State of California as a Threatened species. The Migratory Bird Treaty Act and Fish and Game Code of California protect Swainson's hawks year-round, as well as their nests during the nesting season (March 1 through September 15). Swainson's hawk are found in the Central Valley primarily during their breeding season, a population is known to winter in the San Joaquin Valley.

Swainson's hawks prefer nesting sites that provide sweeping views of nearby foraging grounds consisting of grasslands, irrigated pasture, hay, and wheat crops. Most Swainson's hawks are migratory, wintering in Mexico and breeding in

California and elsewhere in the western United States. This raptor generally arrives in the Central Valley in mid-March, and begins courtship and nest construction immediately upon arrival at the breeding sites. The young fledge in early July, and most Swainson's hawks leave their breeding territories by late August.

The site is within the nesting range of Swainson's hawks and the CNDDB (2017) contains a few records of nesting Swainson's hawks in the greater project vicinity (Attachment B). The nearest occurrence of nesting Swainson's hawks in the CNDDB (2017) search area is approximately 2.5 miles northwest of the site.

Swainson's hawks were not observed in or near the site during the recent survey, which was conducted during the heart of the Swainson's hawk nesting season. The weedy grassland in the site provides marginal Swainson's hawk foraging habitat. Due to periodic disking, it is unlikely Swainson's hawks forage in the site intensively, but they may use it on an occasional basis when there are expansive alfalfa and hay fields in the region providing higher quality foraging habitat.

TRICOLORED BLACKBIRD: The tricolored blackbird is a State of California Species of Concern, is also a candidate for listing as an endangered species at the state level, and is also protected by the federal Migratory Bird Treaty Act (MBTA). This species is endemic to California. Tricolored blackbirds are colonial nesters requiring very dense stands of emergent wetland vegetation and/or dense thickets of wild rose or blackberries for nesting. Preferred nesting substrates are expansive stands of cattails and tules adjacent to open water. They forage in annual grasslands and croplands.

Tricolored blackbirds were not observed in the site during the recent survey, although the tules (*Scirpus acutus*), cattails (*Typha* sp.), and other emergent wetland vegetation along Black Rascal Creek provide suitable nesting habitat for this species. Patches of blackberry brambles and wild rose growing along the creek are also suitable for nesting. Tricolored blackbirds are common in

agricultural lands in Merced County and may forage and nest in the project site during some years. The nearest occurrence of tricolored blackbird in the CNDDB (2017) search area is approximately 1 mile southeast of the site (Attachment B).

WESTERN POND TURTLE: The western pond turtle is a state species of concern but is not listed at either the state or federal level. Western pond turtles are associated with permanent or nearly permanent bodies of water with adequate basking sites such as logs, rocks or open mud banks. Pond turtles construct nests in sandy banks along slow moving streams and ponds in the spring and the young usually hatch in 2 to 3 months.

Black Rascal Creek provides suitable habitat for western pond turtles and this species is documented in the CNDDB (2017) in a tributary to Black Rascal Creek, approximately 3.5 miles northwest of the site. If western pond turtles are present in Black Rascal Creek, it is possible they utilize grasslands in the site for nesting.

OTHER SPECIAL-STATUS SPECIES: The body of the site does not provide suitable aquatic habitat for any type of fish, giant garter snake, California tiger salamander, or California red-legged frog. There is no alkali sink scrub habitat in the site for blunt-nosed leopard lizard. There are no blue elderberry shrubs in the site, precluding the potential occurrence of valley elderberry longhorn beetle. There are no vernal pools or seasonal wetlands in the site for vernal pool branchiopods (i.e., fairy and tadpole shrimp).

The ruderal grassland in the site provides potentially suitable foraging habitat for San Joaquin kit fox, but there is no suitable denning habitat in the site for this species. However, this species is not known from the Merced region. The only occurrence of San Joaquin kit fox in the CNDDB (2017) search area is an observation approximately 6 miles northwest of the site along a canal in Atwater. Special-status bats may fly over or forage in the site and may also roost in trees in and near the site.

CRITICAL HABITAT: The site is not within designated critical habitat for California red-legged frog (USFWS, 2006), California tiger salamander (USFWS, 2005a), federally listed vernal pool shrimp or plants (USFWS, 2005b), delta smelt (USFWS, 1994), valley elderberry longhorn beetle (USFWS, 1980), or Central Valley steelhead (NOAA, 2005).

Conclusions and Recommendations

- The body of the site is disturbed grassland vegetated with ruderal grasses and weeds. The body of the site has been routinely mowed and/or disked for years. There are no sensitive habitats in the body of the site.

- Development of the proposed project will result in the removal of a few eucalyptus trees. From a wildlife habitat perspective, the proposed removal of trees is a less than significant impact.

- Black Rascal Creek is the only potentially jurisdictional Water of the U.S. or wetland in the site.

- Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. It is not known if the project will involve work in Black Rascal Creek, such as construction of a storm drain outfall. If complete avoidance of Black Rascal Creek is infeasible, impacts should be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPB should be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.

- Due to high levels of disturbance and a lack of suitable habitat, it is unlikely that special-status plants occur in the body of the site. Although considered unlikely, Sanford's arrowhead could potentially occur in Black Rascal Creek.

- Only a few special-status wildlife species have potential to occur in or near the site on more than a very occasional or transitory basis. Swainson's hawk could potentially nest in trees in or near the site and tricolored blackbird may nest along Black Rascal Creek. Both of these birds may use the site for foraging. However, the weedy grassland in the site provides marginal foraging habitat and use of the site by either Swainson's hawk or tricolored blackbird is expected to be limited.

- Pre-construction surveys for nesting Swainson's hawks within 0.25 miles of the project site are recommended if construction commences between March 1 and September 15. If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should utilize criteria set forth by CDFW (CDFG, 1994).

- Pre-construction surveys for western pond turtles and their nests are recommended for construction between April 1 through October 31. This will involve a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer area around the nest is recommended and work should be delayed until hatching is complete and the young have left the nest site.

- Trees, shrubs, and grasslands in the site could be used by other birds protected by the Migratory Bird Treaty Act of 1918. If

construction survey for nesting birds is recommended. If active nests are found, work in the vicinity of the nest should be delayed until the young fledge.

We hope this information is useful. Please call me at (209) 745-1159 with any questions.

Sincerely,



Diane S. Moore, M.S.
Principal Biologist

References and Literature Consulted

ACOE (U.S. Army Corps of Engineers). 1987. Technical Report Y87-1. U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, MI.

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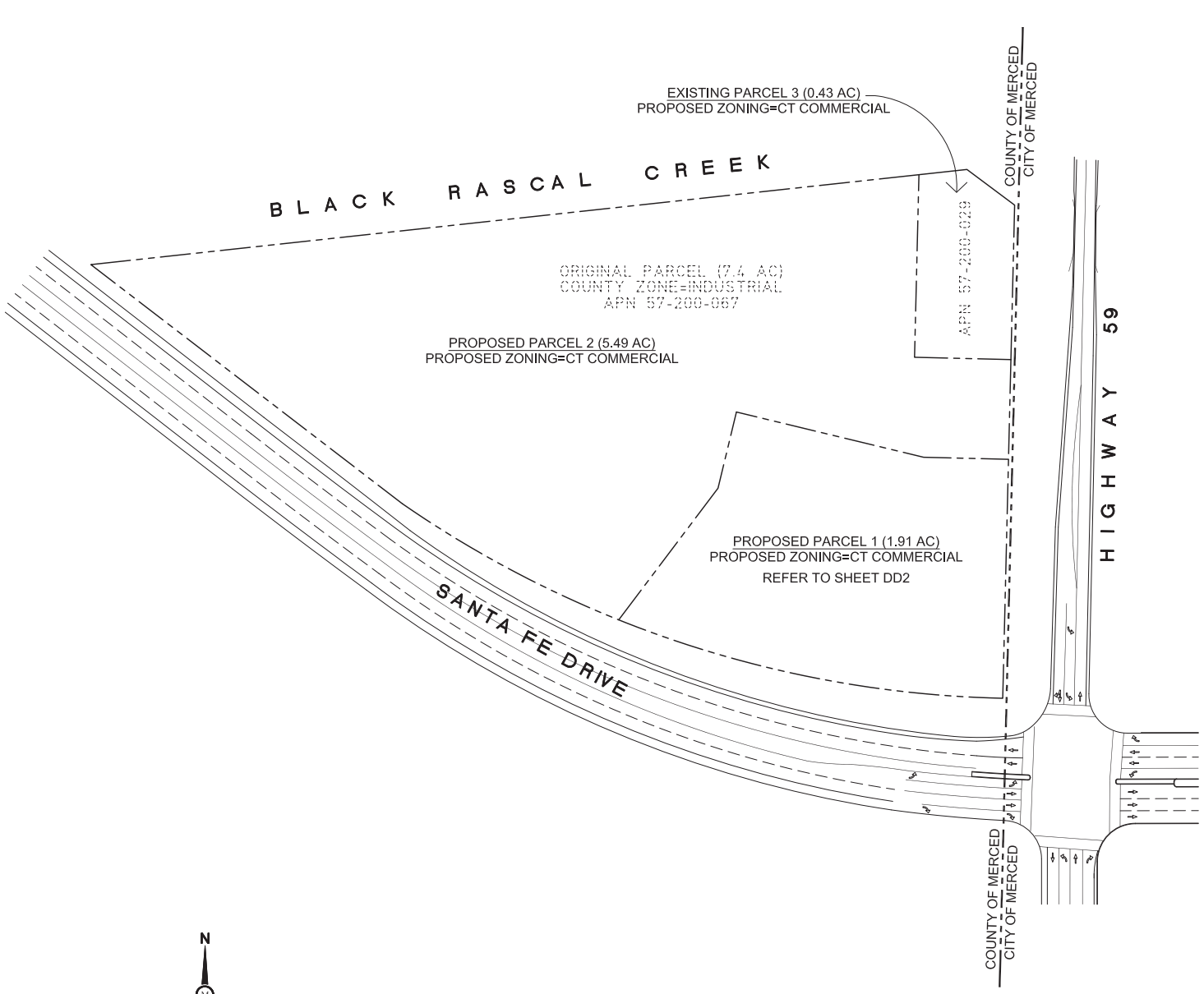
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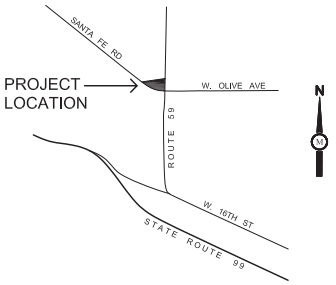
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Attachment A

Tentative Map and Site Plan



PROPOSED TENTATIVE MAP
SCALE: 1" = 50'



VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	3
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, GASOLINE SALES, CARWASH, AND QUICK SERVE RESTAURANT (QSR) W/ DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	7,226	1.91
2	FUTURE DEVELOPMENT	5.49
3	FUTURE DEVELOPMENT	0.43
TOTAL	7,226	7.83

PROPERTY DESCRIPTION

A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT

NORCAL CAJUN FOODS II, INC.
CONTACT: SANDY MANN
2190 MERIDIAN PARK BLVD, STE. G
CONCORD, CA 94520
PHONE: (925) 446-6806

DESIGN FIRM

MILESTONE ASSOCIATES
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YUBA CITY, CA 95991
PHONE: (530) 755-4700

Milestone Associates
1000 LINCOLN ROAD, STE. H202, YUBA CITY, CA 95991
TEL (530) 755-4700 FAX (530) 755-4667

SEAL

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER LLOYD DAY
No. C 61326
exp. 6/30/17
CIVIL
STATE OF CALIFORNIA

ISSUES / REVISIONS

DATE	DESCRIPTION
9-24-15	REVISED ANNEXATION SUBMITTAL
9-24-15	REVISED ANNEXATION SUBMITTAL
5-15-15	REVISED ANNEXATION SUBMITTAL
1-14-15	ANNEXATION SUBMITTAL

DRAWN BY:
CHK'D BY:

ARCO / FREDDYS RESTAURANT
NORCAL CAJUN FOODS II, INC.
HIGHWAY 59 @ SANTA FE DRIVE
MERCED, CA 95348
A.P.N.: 57-200-067

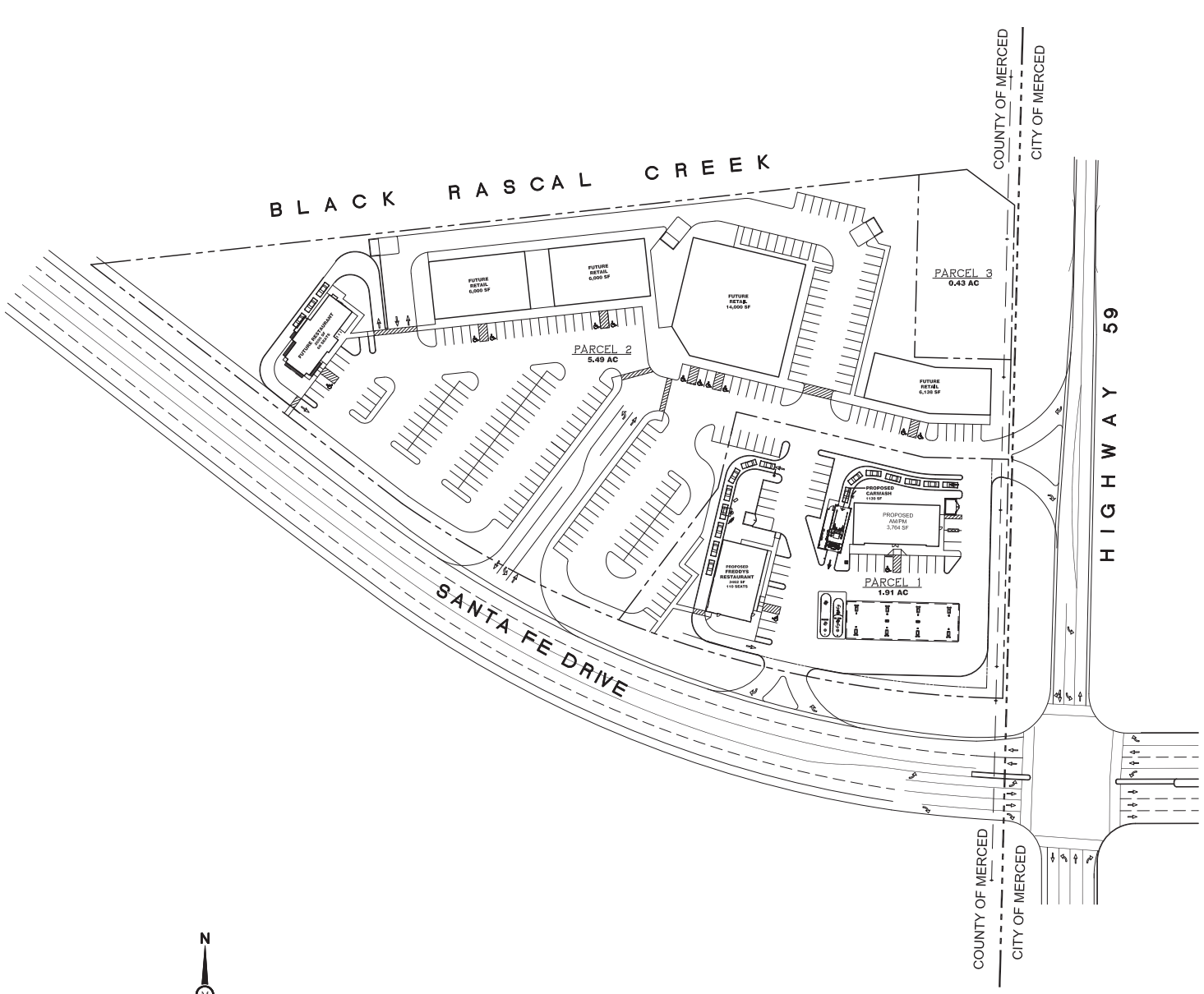
Freddy's STEAKBURGERS

ARCO
BP WEST COAST PRODUCTS, LLC

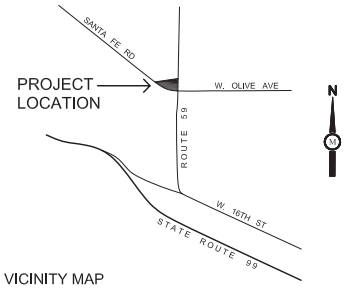
SHEET TITLE:
PROPOSED TENTATIVE MAP

PROJECT NO: 15-916

TM



OVERALL PROJECT SITE
SCALE: 1" = 50'



VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	3
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, GASOLINE SALES, CARWASH, AND QUICK SERVE RESTAURANT (QSR) W/ DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	7,226	1.91
2	FUTURE DEVELOPMENT	5.49
3	FUTURE DEVELOPMENT	0.43
TOTAL	7,226	7.83

PARKING DATA:

REQUIRED:	
C-STORE (3764/250 SF):	15 SPACES
FREDDYS (110 SEATS/2.5):	44 SPACES
CARWASH	2 SPACES
REQUIRED:	61 SPACES
PROVIDED:	
STANDARD SPACE (9'x20')	42 SPACES
SPACES AT FUEL PUMPS	16 SPACES
RECIPROCAL SPACES	2 SPACES
ACCESSIBLE SPACE (9'x20')	2 SPACES
PROVIDED:	62 SPACES

PROPERTY DESCRIPTION

A PORTION OF LOT 96 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

RECEIVED
MERCED CITY PLANNING
9-27-16

APPLICANT

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DESIGN FIRM

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SEAL

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER LLOYD DAY
No. C 64368
exp. 6/30/17
CIVIL
STATE OF CALIFORNIA

ISSUES / REVISIONS

DATE	DESCRIPTION
9-27-16	REVISED ANNEXATION SUBMITTAL
9-23-16	REVISED ANNEXATION SUBMITTAL
8-15-16	REVISED ANNEXATION SUBMITTAL
7-14-16	ANNEXATION SUBMITTAL

DRAWN BY:
CHK'D BY:

ARCO / FREDDYS RESTAURANT
NORCAL CAJUN FOODS II, INC.
HIGHWAY 59 @ SANTA FE DRIVE
MERCED, CA 95348
A.P.N.: 57-200-067

Freddy's Steakburgers

ARCO
BP WEST COAST PRODUCTS, LLC

SHEET TITLE:
OVERALL
SITE PLAN

PROJECT NO: 15-916

DD1

Attachment B

CNDDB Summary Report and Exhibits

& USFWS Species List

Selected Elements by Scientific Name

California Department of Fish and Wildlife

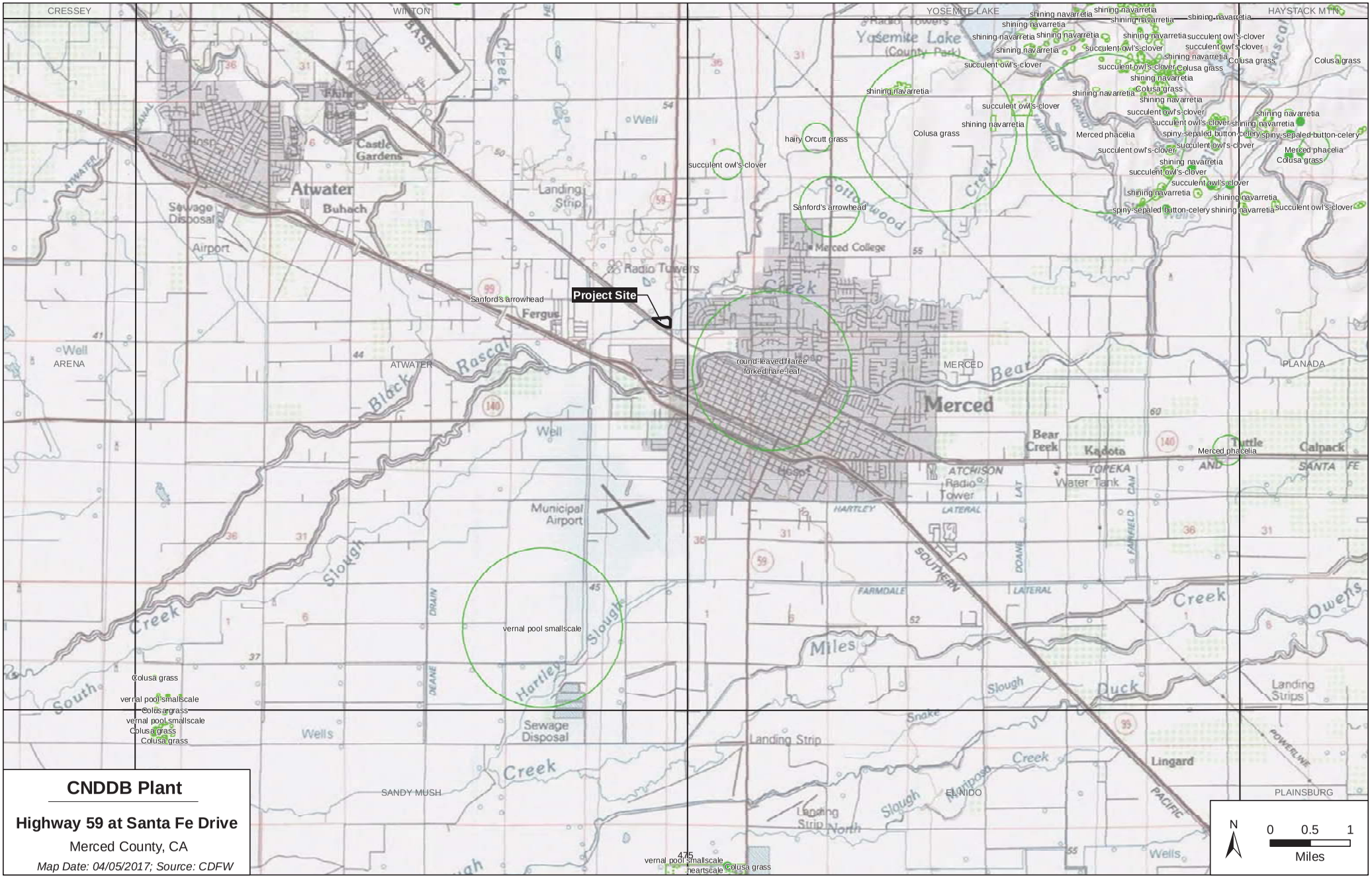
California Natural Diversity Database

Query Criteria: Quad IS (Merced (3712034) OR Atwater (3712035))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Agelaius tricolor tricolored blackbird	ABPBXB0020	None	Candidate Endangered	G2G3	S1S2	SSC
Ambystoma californiense California tiger salamander	AAAAA01180	Threatened	Threatened	G2G3	S2S3	WL
Athene cunicularia burrowing owl	ABNSB10010	None	None	G4	S3	SSC
Atriplex persistens vernal pool smallscale	PDCHE042P0	None	None	G2	S2	1B.2
Branchinecta conservatio Conservancy fairy shrimp	ICBRA03010	Endangered	None	G2	S2	
Branchinecta lynchi vernal pool fairy shrimp	ICBRA03030	Threatened	None	G3	S3	
Branchinecta mesovallensis midvalley fairy shrimp	ICBRA03150	None	None	G2	S2S3	
Buteo regalis ferruginous hawk	ABNKC19120	None	None	G4	S3S4	WL
Buteo swainsoni Swainson's hawk	ABNKC19070	None	Threatened	G5	S3	
California macrophylla round-leaved filaree	PDGER01070	None	None	G3?	S3?	1B.2
Castilleja campestris var. succulenta succulent owl's-clover	PDSCR0D3Z1	Threatened	Endangered	G4?T2T3	S2S3	1B.2
Charadrius montanus mountain plover	ABNNB03100	None	None	G3	S2S3	SSC
Downingia pusilla dwarf downingia	PDCAM060C0	None	None	GU	S2	2B.2
Emys marmorata western pond turtle	ARAAD02030	None	None	G3G4	S3	SSC
Eryngium spinosepalum spiny-sepaled button-celery	PDAPI0Z0Y0	None	None	G2	S2	1B.2
Eumops perotis californicus western mastiff bat	AMACD02011	None	None	G5T4	S3S4	SSC
Haliaeetus leucocephalus bald eagle	ABNKC10010	Delisted	Endangered	G5	S3	FP
Lagophylla dichotoma forked hare-leaf	PDAST5J070	None	None	G2	S2	1B.1
Lepidurus packardi vernal pool tadpole shrimp	ICBRA10010	Endangered	None	G4	S3S4	
Linderiella occidentalis California linderiella	ICBRA06010	None	None	G2G3	S2S3	

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Navarretia nigelliformis ssp. radians shining navarretia	PDPLM0C0J2	None	None	G4T2	S2	1B.2
Neostapfia colusana Colusa grass	PMPOA4C010	Threatened	Endangered	G1	S1	1B.1
Orcuttia inaequalis San Joaquin Valley Orcutt grass	PMPOA4G060	Threatened	Endangered	G1	S1	1B.1
Orcuttia pilosa hairy Orcutt grass	PMPOA4G040	Endangered	Endangered	G1	S1	1B.1
Phacelia ciliata var. opaca Merced phacelia	PDHYD0C0S2	None	None	G5TH	SH	3.2
Sagittaria sanfordii Sanford's arrowhead	PMALI040Q0	None	None	G3	S3	1B.2
Thamnophis gigas giant gartersnake	ARADB36150	Threatened	Threatened	G2	S2	
Vulpes macrotis mutica San Joaquin kit fox	AMAJA03041	Endangered	Threatened	G4T2	S2	

Record Count: 28



CNDDB Plant

Highway 59 at Santa Fe Drive

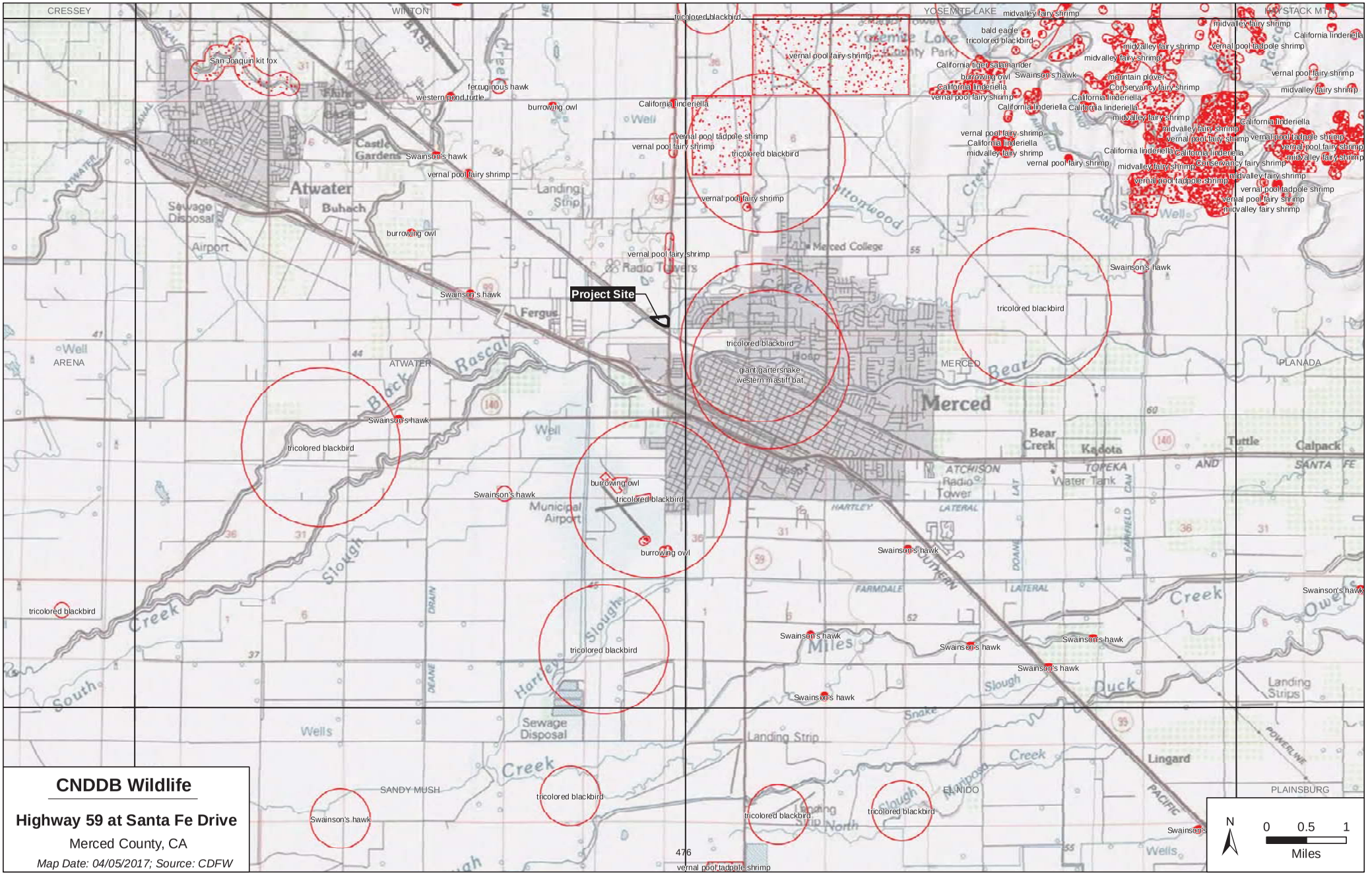
Merced County, CA

Map Date: 04/05/2017; Source: CDFW

N

0 0.5 1

Miles



CNDDB Wildlife

Highway 59 at Santa Fe Drive

Merced County, CA

Map Date: 04/05/2017; Source: CDFW

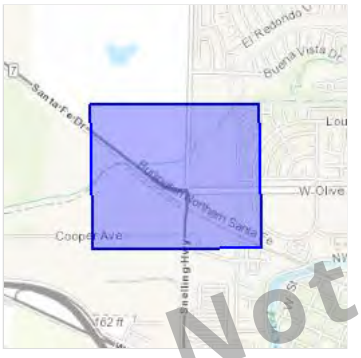
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Merced County, California



Not for consultation

Local office

Sacramento Fish And Wildlife Office

(916) 414-6600
(916) 414-6713

Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.

5. Click REQUEST SPECIES LIST.

Listed species[1] are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
San Joaquin Kit Fox Vulpes macrotis mutica No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2873	Endangered

Reptiles

NAME	STATUS
Blunt-nosed Leopard Lizard Gambelia silus No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/625	Endangered
Giant Garter Snake Thamnophis gigas No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4482	Threatened

Amphibians

NAME	STATUS
California Red-legged Frog Rana draytonii There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/2891	Threatened
California Tiger Salamander Ambystoma californiense There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/2076	Threatened

Fishes

NAME	STATUS
Delta Smelt Hypomesus transpacificus There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/321	Threatened
Steelhead Oncorhynchus (=Salmo) mykiss There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/1007	Threatened

Insects

NAME	STATUS
Valley Elderberry Longhorn Beetle Desmocerus californicus dimorphus There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/7850	Threatened

Crustaceans

NAME	STATUS

Conservancy Fairy Shrimp Branchinecta conservatio There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/8246	Endangered
Vernal Pool Fairy Shrimp Branchinecta lynchi There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/498	Threatened
Vernal Pool Tadpole Shrimp Lepidurus packardi There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/2246	Endangered

Flowering Plants

NAME	STATUS
Colusa Grass Neostapfia colusana There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/5690	Threatened
Fleshy Owl's-clover Castilleja campestris ssp. succulenta There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/8095	Threatened
Hairy Orcutt Grass Orcuttia pilosa There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/2262	Endangered
San Joaquin Orcutt Grass Orcuttia inaequalis There is a **final** critical habitat designated for this species. Your location is outside the designated critical habitat. https://ecos.fws.gov/ecp/species/5506	Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any activity that results in the take (to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) of migratory birds or eagles is prohibited unless authorized by the U.S. Fish and Wildlife Service[3]. There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php

- Conservation measures for birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Year-round bird occurrence data http://www.birdscanada.org/birdmon/default/datasummaries.jsp

The migratory birds species listed below are species of particular conservation concern (e.g. Birds of Conservation Concern) that may be potentially affected by activities in this location. It is not a list of every bird species you may find in this location, nor a guarantee that all of the bird species on this list will be found on or near this location. Although it is important to try to avoid and minimize impacts to all birds, special attention should be made to avoid and minimize impacts to birds of priority concern. To view available data on other bird species that may occur in your project area, please visit the AKN Histogram Tools and Other Bird Data Resources. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

NAME	SEASON(S)
Allen's Hummingbird Selasphorus sasin https://ecos.fws.gov/ecp/species/9637	Migrating
Bald Eagle Haliaeetus leucocephalus https://ecos.fws.gov/ecp/species/1626	Wintering
Black Rail Laterallus jamaicensis https://ecos.fws.gov/ecp/species/7717	Breeding
Burrowing Owl Athene cunicularia https://ecos.fws.gov/ecp/species/9737	Year-round
Calliope Hummingbird Stellula calliope https://ecos.fws.gov/ecp/species/9526	Migrating
Costa's Hummingbird Calypte costae https://ecos.fws.gov/ecp/species/9470	Year-round
Fox Sparrow Passerella iliaca	Wintering
Lesser Yellowlegs Tringa flavipes https://ecos.fws.gov/ecp/species/9679	Wintering
Lewis's Woodpecker Melanerpes lewis https://ecos.fws.gov/ecp/species/9408	Wintering
Loggerhead Shrike Lanius ludovicianus https://ecos.fws.gov/ecp/species/8833	Year-round
Long-billed Curlew Numenius americanus https://ecos.fws.gov/ecp/species/5511	Wintering
Marbled Godwit Limosa fedoa https://ecos.fws.gov/ecp/species/9481	Wintering
Nuttall's Woodpecker Picoides nuttallii https://ecos.fws.gov/ecp/species/9410	Year-round
Oak Titmouse Baeolophus inornatus https://ecos.fws.gov/ecp/species/9656	Year-round
Peregrine Falcon Falco peregrinus https://ecos.fws.gov/ecp/species/8831	Wintering
Rufous Hummingbird selasphorus rufus https://ecos.fws.gov/ecp/species/8002	Migrating
Short-eared Owl Asio flammeus https://ecos.fws.gov/ecp/species/9295	Wintering

Snowy Plover Charadrius alexandrinus	Breeding
Swainson's Hawk Buteo swainsoni https://ecos.fws.gov/ecp/species/1098	Breeding
Tricolored Blackbird Agelaius tricolor https://ecos.fws.gov/ecp/species/3910	Year-round
Western Grebe aechmophorus occidentalis https://ecos.fws.gov/ecp/species/6743	Wintering
Williamson's Sapsucker Sphyrapicus thyroideus https://ecos.fws.gov/ecp/species/8832	Year-round
Yellow-billed Magpie Pica nuttalli https://ecos.fws.gov/ecp/species/9726	Year-round

What does IPaC use to generate the list of migratory bird species potentially occurring in my specified location?

Landbirds:

Migratory birds that are displayed on the IPaC species list are based on ranges in the latest edition of the National Geographic Guide, Birds of North America (6th Edition, 2011 by Jon L. Dunn, and Jonathan Alderfer). Although these ranges are coarse in nature, a number of U.S. Fish and Wildlife Service migratory bird biologists agree that these maps are some of the best range maps to date. These ranges were clipped to a specific Bird Conservation Region (BCR) or USFWS Region/Regions, if it was indicated in the 2008 list of Birds of Conservation Concern (BCC) that a species was a BCC species only in a particular Region/Regions. Additional modifications have been made to some ranges based on more local or refined range information and/or information provided by U.S. Fish and Wildlife Service biologists with species expertise. All migratory birds that show in areas on land in IPaC are those that appear in the 2008 Birds of Conservation Concern report.

Atlantic Seabirds:

Ranges in IPaC for birds off the Atlantic coast are derived from species distribution models developed by the National Oceanic and Atmospheric Association (NOAA) National Centers for Coastal Ocean Science (NCCOS) using the best available seabird survey data for the offshore Atlantic Coastal region to date. NOAANCCOS assisted USFWS in developing seasonal species ranges from their models for specific use in IPaC. Some of these birds are not BCC species but were of interest for inclusion because they may occur in high abundance off the coast at different times throughout the year, which potentially makes them more susceptible to certain types of development and activities taking place in that area. For more refined details about the abundance and richness of bird species within your project area off the Atlantic Coast, see the Northeast Ocean Data Portal. The Portal also offers data and information about other types of taxa that may be helpful in your project review.

About the NOAANCCOS models: the models were developed as part of the NOAANCCOS project: Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf. The models resulting from this project are being used in a number of decision-support/mapping products in order to help guide decision-making on activities off the Atlantic Coast with the goal of reducing impacts to migratory birds. One such product is the Northeast Ocean Data Portal, which can be used to explore details about the relative occurrence and abundance of bird species in a particular area off the Atlantic Coast.

All migratory bird range maps within IPaC are continuously being updated as new and better information becomes available.

Can I get additional information about the levels of occurrence in my project area of specific birds or groups of birds listed in IPaC?

Landbirds:

The Avian Knowledge Network (AKN) provides a tool currently called the "Histogram Tool", which draws from the data within the AKN (latest,survey, point count, citizen science datasets) to create a view of relative abundance of species within a particular location over the course of the year. The results of the tool depict the frequency of detection of a species in survey events, averaged between multiple datasets within AKN in a particular week of the year. You may access the histogram tools through the Migratory Bird Programs AKN Histogram Tools webpage.

The tool is currently available for 4 regions (California, Northeast U.S., Southeast U.S. and Midwest), which encompasses the following 32 states: Alabama, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, North, Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

In the near future, there are plans to expand this tool nationwide within the AKN, and allow the graphs produced to appear with the list of trust resources generated by IPaC, providing you with an additional level of detail about the level of occurrence of the species of particular concern potentially occurring in your project area throughout the course of the year.

Atlantic Seabirds:

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAANCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Facilities

Wildlife refuges

Any activity proposed on National Wildlife Refuge lands must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGES AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location overlaps the following wetlands:

FRESHWATER POND
PUBFx

A full description for each wetland code can be found at the National Wetlands Inventory website: https://ecos.fws.gov/ipac/wetlands/decoder

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Attachment C

Photographs



Disked ruderal grassland in the east part of the site, looking west; 04/27/17.



Disked ruderal grassland in the norhtwest part of the site, looking northwest; 04/27/17.



Disked ruderal grassland in the west part of the site, looking south; 04/27/17.



Eucalyptus trees in the southeast part of the site, looking south; 04/27/17.



North Highway 59 along the east edge of the site, looking south; 04/27/17.



Black Rascal Creek along the northedge of the site, looking west; 04/27/17.



Black Rascal Creek, looking northwest from the North Highway 59 bridge; 04/27/17.



Black Rascal Creek, looking east from the Santa Fe Drive bridge; 04/27/17.



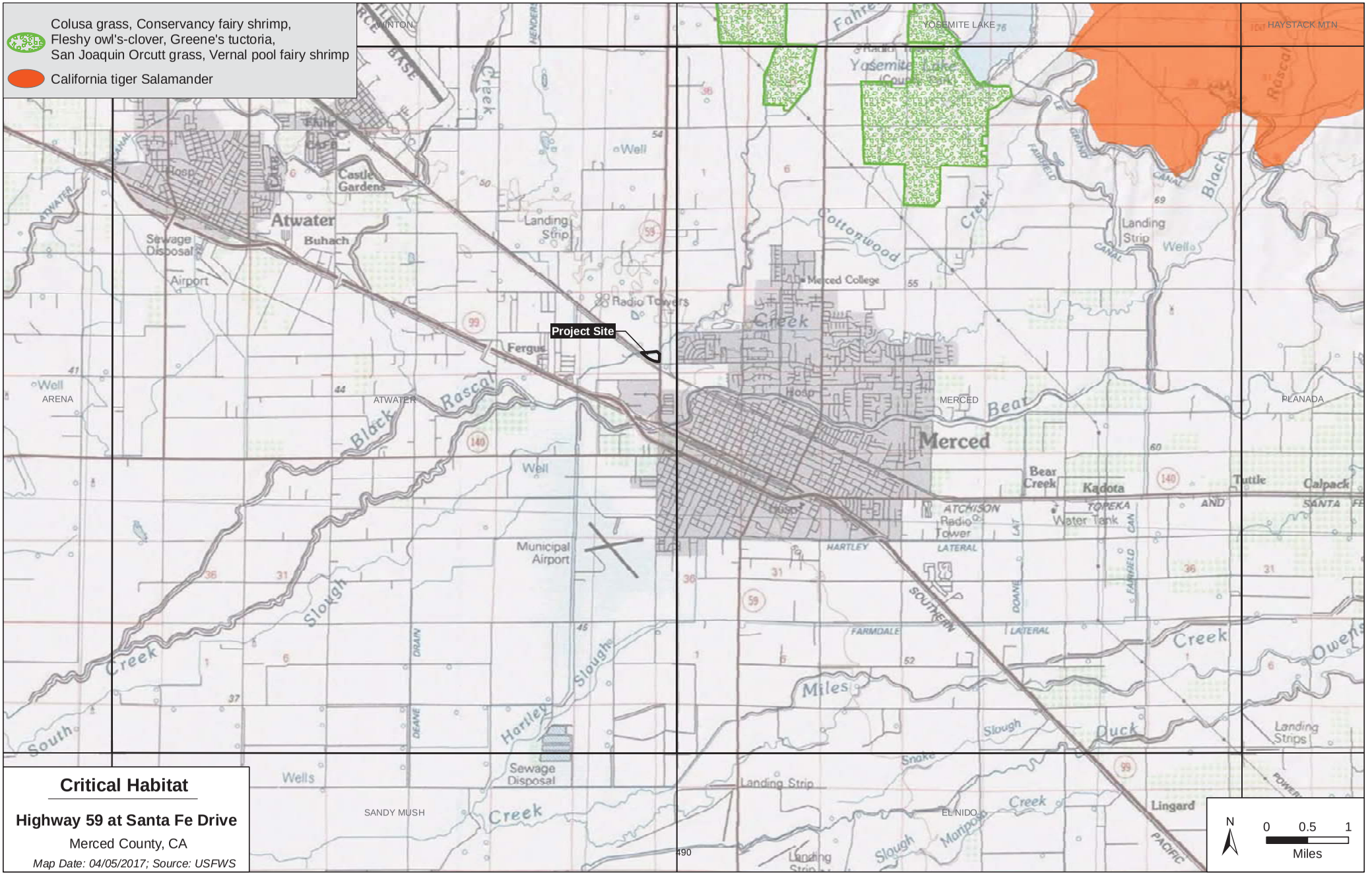
Constructed ditch in the southeast corner of the site, looking east; 04/27/17. Water in this ditch flows from the east under North Highway 59 and leaves the site under Santa Fe Drive.

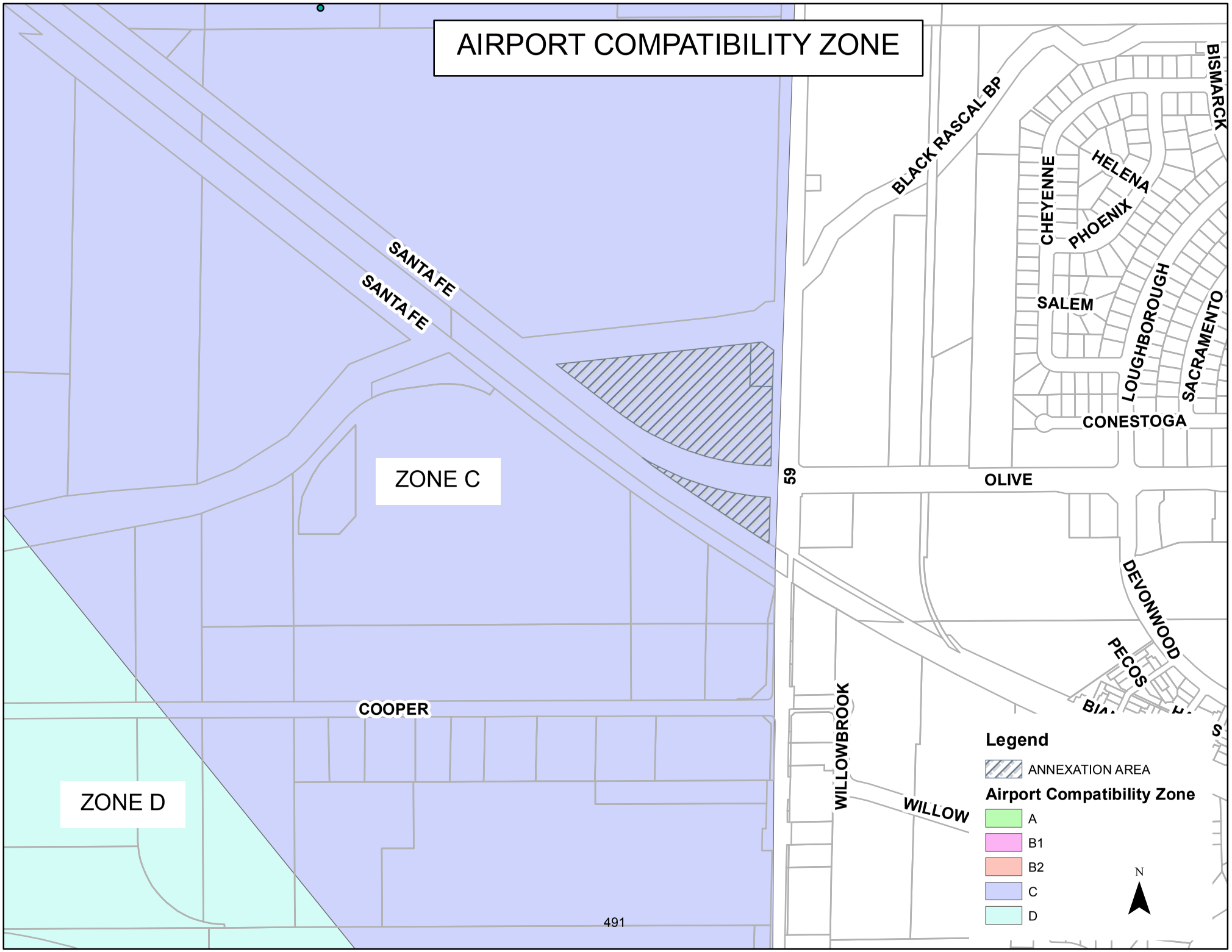


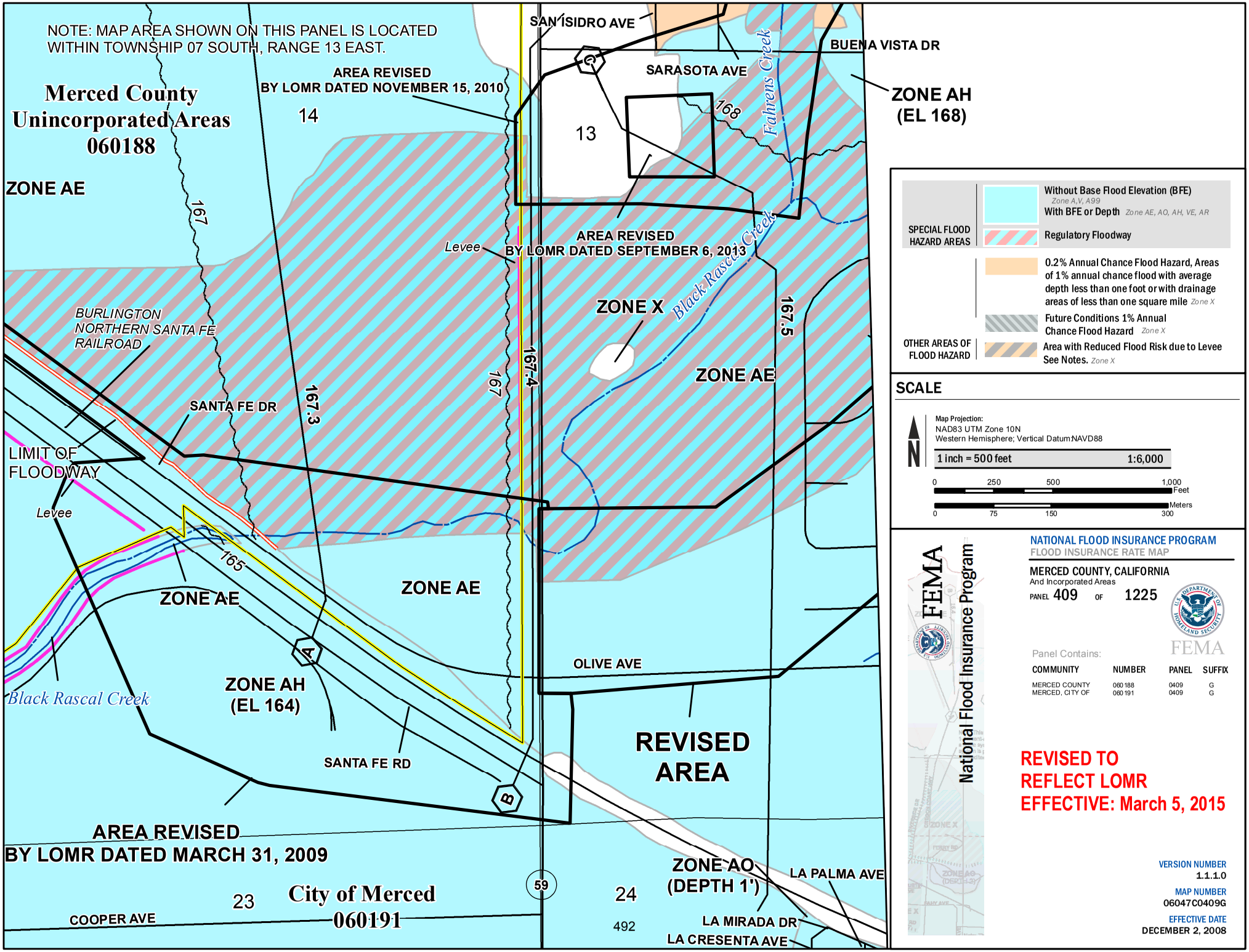
Same ditch as shown above, looking west from the North Highway 59 culvert; 04/27/17. The section of ditch in the corner of the site is approximately 100 feet long.

Attachment D

Designated Critical Habitat

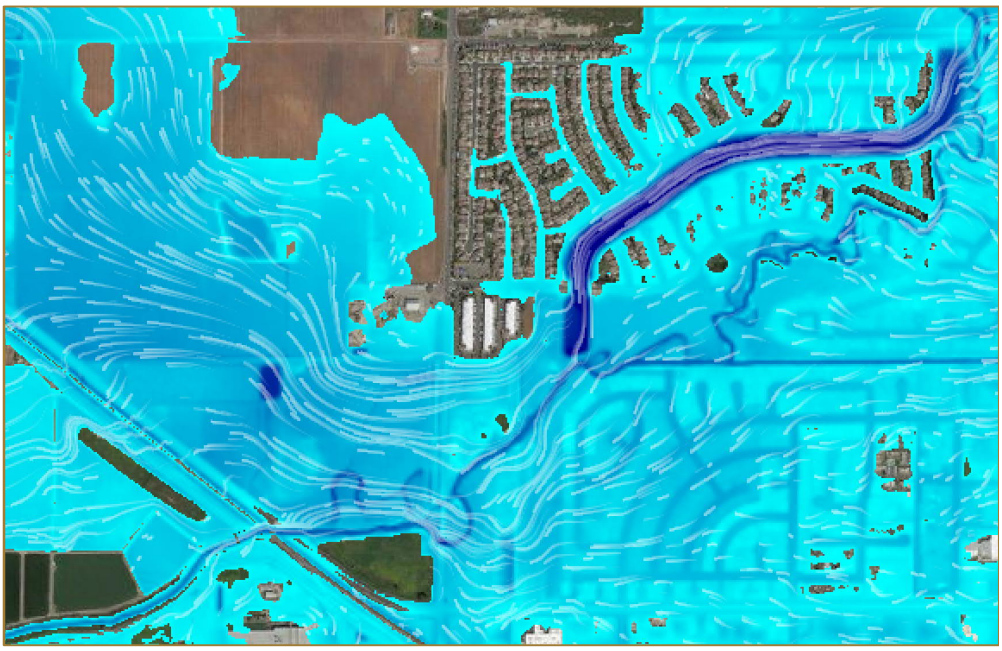

Colusa grass, Conservancy fairy shrimp,
Fleshy owl's-clover, Greene's tuctoria,
San Joaquin Orcutt grass, Vernal pool fairy shrimp
California tiger Salamander
Project Site
Atwater
Merced
Merced College
Castle Gardens
Buhach
Sewage Disposal
Airport
Municipal Airport
Radio Towers
Radio Tower
Water Tank
Landing Strip
Landing Strips
Well
Hosp
Fergus
ARENA
ATWATER
MERCED
PLANADA
YOSEMITE LAKE
HAYSTACK MTN
WINTON
SANDY MUSH
EL NIDO
Lingard
Bear Creek
Kadota
Tuttle
Calpack
Black Rascal Creek
Cottonwood Creek
Bear Creek
Slough
Creek
Miles Slough
Duck Slough
Hartley Slough
South Creek
Owens Creek
Snake Creek
Mariposa Creek
Wells
HARTLEY LATERAL
FARMDALE LATERAL
SOUTHERN PACIFIC
ATCHISON TOPEKA AND SANTA FE
FAIRFIELD CANAL
DOANE DRAIN
Critical Habitat
Highway 59 at Santa Fe Drive
Merced County, CA
Map Date: 04/05/2017; Source: USFWS
N
0 0.5 1
Miles


AIRPORT COMPATIBILITY ZONE
BLACK RASCAL BP
BISMARCK
HELENA
CHEYENNE
PHOENIX
SALEM
LOUGHBOROUGH
SACRAMENTO
CONESTOGA
SANTA FE
SANTA FE
ZONE C
59
OLIVE
DEVONWOOD
PECOS
COOPER
WILLOWBROOK
WILLOW
ZONE D
491
Legend
ANNEXATION AREA
Airport Compatibility Zone
A
B1
B2
C
D
N


NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 07 SOUTH, RANGE 13 EAST.
Merced County Unincorporated Areas 060188
AREA REVISED BY LOMR DATED NOVEMBER 15, 2010
AREA REVISED BY LOMR DATED SEPTEMBER 6, 2013
AREA REVISED BY LOMR DATED MARCH 31, 2009
SAN ISIDRO AVE
SARASOTA AVE
BUENA VISTA DR
ZONE AH (EL 168)
ZONE AE
ZONE X
ZONE AH (EL 164)
ZONE AO (DEPTH 1')
REVISED AREA
Levee
BURLINGTON NORTHERN SANTA FE RAILROAD
SANTA FE DR
LIMIT OF FLOODWAY
Black Rascal Creek
Fahrens Creek
OLIVE AVE
SANTA FE RD
LA PALMA AVE
LA MIRADA DR
LA CRESENTA AVE
COOPER AVE
City of Merced 060191
14
13
23
24
492
167
167.3
167.4
167.5
168
165
59
A
B
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A,V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
OTHER AREAS OF FLOOD HAZARD
Area with Reduced Flood Risk due to Levee See Notes. Zone X
SCALE
Map Projection:
NAD83 UTM Zone 10N
Western Hemisphere; Vertical Datum:NAVD88
1 inch = 500 feet 1:6,000
0 250 500 1,000 Feet
0 75 150 300 Meters
FEMA
National Flood Insurance Program
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
MERCED COUNTY, CALIFORNIA
And Incorporated Areas
PANEL 409 OF 1225
FEMA
Panel Contains:
COMMUNITY NUMBER PANEL SUFFIX
MERCED COUNTY 060188 0409 G
MERCED, CITY OF 060191 0409 G
REVISED TO REFLECT LOMR EFFECTIVE: March 5, 2015
VERSION NUMBER
1.1.1.0
MAP NUMBER
06047C0409G
EFFECTIVE DATE
DECEMBER 2, 2008

Highway 59 Retail Center
Merced County, California

Black Rascal Creek Urban Level of Flood Protection (ULOP) Study



January
2018

Final Report

Prepared for:

59 Petroleum LLC

Prepared by:

RIVER FOCUS
WATER RESOURCE CONSULTANTS

Highway 59 Retail Center
Merced County, California

Black Rascal Creek Urban Level of Flood Protection (ULOP) Study

Final Report

January 2018

Prepared for

59 Petroleum LLC

Prepared by

River Focus, Inc.
www.riverfocus.com



A. Jake Gusman, P.E.
Project Manager, River Focus

Table of Contents

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1.1 Study Purpose 1
1.2 FEMA Floodplain Mapping 2
1.3 Urban Level of Flood Protection Requirements 2
2 HYDROLOGY 4
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1 INTRODUCTION

The proposed Highway 59 Retail Center Project is located on an undeveloped 10-acre parcel bounded by Santa Fe Drive, State Highway 59, and Black Rascal Creek. The triangular-shaped parcel is currently in unincorporated Merced County, but is slated for annexation by the City of Merced. A location map showing the study area and project site is provided in Figure 1-1.



Figure 1-1. Study Area Location Map

1.1 Study Purpose

Before annexation and development approval can occur, a floodplain study must be performed based on the California Department of Water Resources' Urban Level of Flood Protection (ULOP) Criteria (DWR, 2013). The proposed project must be shown to provide the level of protection required to withstand a 0.5-percent annual chance exceedance (200-year) flood event. In this case, fill will be placed on the site to provide the required level of protection. The purpose of this study is to (1) establish the 200-year flood elevations along the project site using the latest hydrology and hydraulic modeling and (2) determine the required fill elevations to protect the project site from the 200-year flood event.

1.2 FEMA Floodplain Mapping

The project site is located within a FEMA Special Flood Hazard Area—the Zone AE (100-year) floodplain from Black Rascal Creek. The FEMA regulatory floodway for the creek is generally located just north of the site based on the March 31, 2009, FEMA Letter of Map Revision (LOMR) for the project area (Case No. 09-09-1124P). River Focus requested and obtained the FEMA Flood Insurance Study (FIS) backup data from the FEMA Project Library, which included the effective HEC-2 hydraulic model for the study reach.

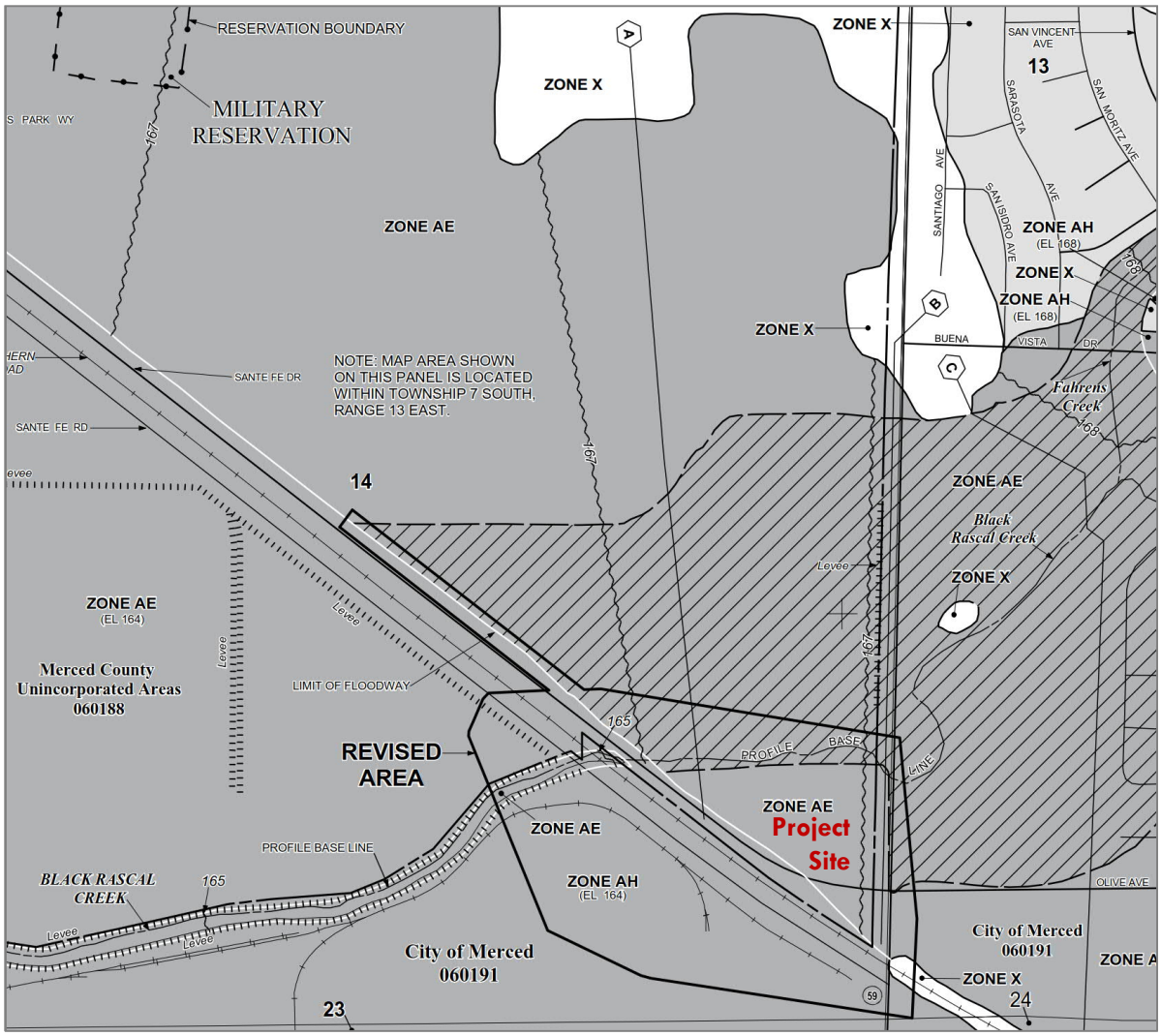


Figure 1-2. FEMA Flood Insurance Rate Map (LOMR Case No. 09-09-1124P)

1.3 Urban Level of Flood Protection Requirements

The State of California's Urban Level of Flood Protection (ULOP) Criteria were developed in 2013, in response to the Central Valley Flood Protection Act of 2008, with the purpose of strengthening the link between flood management and land use in the Central Valley. According to the August 2017 Central Valley Flood Protection Plan Update (DWR, 2017), no updates have been made to ULOP Criteria since November 2013.

Specific requirements from the ULOP Criteria that are applicable to the study area are shown below.

FND-1: Cities and counties shall make a finding related to an urban level of flood protection or the national FEMA standard of flood protection based on substantial evidence in the record for one of the following before approving any affected land-use decisions:

- *That the imposed conditions by the city or county on a property, development project, or subdivision are sufficient to provide the required level of flood protection (California Government Code Sections 65865.5, 65962, and 66474.5).*

EVD-2: Substantial evidence in the record to support a finding related to an urban level of flood protection based on imposed conditions shall include the following, at a minimum:

- *A list of the conditions imposed by the city or county that is consistent with existing codes and regulations, responsible entities for implementing the conditions, and a plan and schedule by which the imposed conditions will be met.*
- *A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the imposed conditions will result in the property, development project, or subdivision having an urban level of flood protection.*
- *Any additional data and information that cities or counties use to make the finding.*

This study report has been prepared by a Professional Civil Engineer registered in California and documents the data and analysis used to demonstrate that the imposed conditions (i.e., fill) will result in the development project having an urban level of flood protection.

2 HYDROLOGY

The project reach is impacted by two main flooding sources: (1) a potential levee breach from the Black Rascal Creek Diversion Channel, located approximately 7 miles east of the project site, and (2) Fahrens Creek, which joins Black Rascal Creek approximately 2000 feet east of the project site.

2.1 Black Rascal Creek Diversion – Levee Breach

Flow from the Black Rascal Creek watershed is diverted toward Bear Creek via the Black Rascal Creek Diversion Channel. The California Department of Water Resources (DWR), through their contractor RBF Consulting, developed levee breach hydrographs for the Black Rascal Creek Diversion Channel (DWR Task Order No. 32).

Three potential breach locations were modeled in the DWR study using the U.S. Army Corps of Engineers' HEC-RAS (River Analysis System) program. Breach Location 2, which provides the largest of the three breach hydrographs in terms of peak flow and volume, was used for the current ULOP study. Figure 2-1 shows the 0.5% annual chance exceedance (200-year) hydrograph for Breach Location 2. The peak discharge of the levee breach is 5,938 cfs.

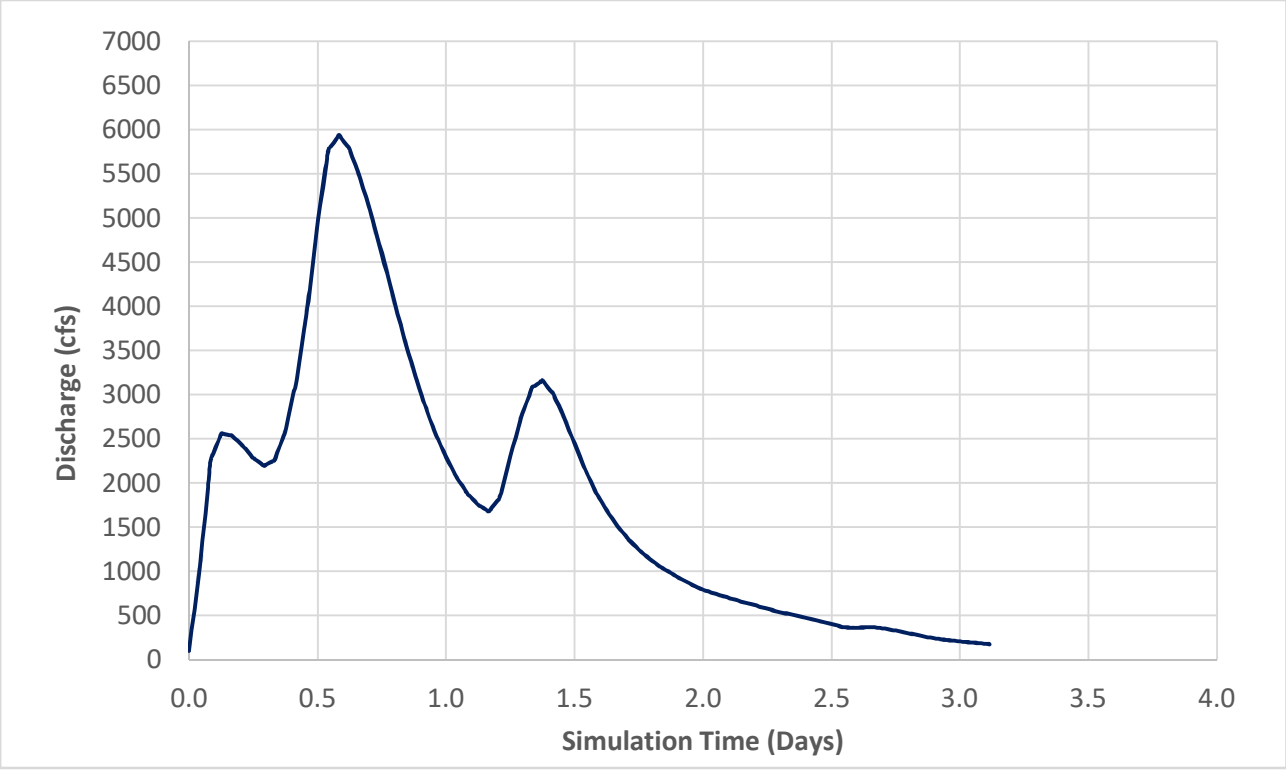


Figure 2-1. Black Rascal Creek Diversion Channel – 200-year Breach Hydrograph

2.2 Fahrens Creek

The 0.5% annual chance exceedance (200-year) peak discharge for Fahrens Creek was computed based on FEMA peak discharges provided in the Flood Insurance Study (FEMA, 2008) and summarized in Table 2-1.

The ratio of the Fahrens Creek 100-year peak discharges at Cottonwood Creek vs. at the confluence with Black Rascal Creek was used—along with the other peak discharges at Cottonwood Creek—to compute the missing peak discharges at the Confluence. Values were then plotted on a Log-Probability scale to estimate a 200-year peak discharge of 6,370 cfs for Fahrens Creek at its confluence with Black Rascal Creek.

Table 2-1. Fahrens Creek – FEMA Peak Discharges (FEMA, 2008)

Recurrence Interval	**Peak Discharge (cfs)**	
	Fahrens Creek @ Cottonwood Creek (Area = 29.2 mi^2)	Fahrens Creek @ Confluence of Black Rascal Creek (Area = 38.5 mi^2)
10-year	1,140	n/a
50-year	2,850	n/a
100-year	3,800	5,400
500-year	6,300	n/a

The Fahrens Creek hydrograph (shown in Figure 2-2) was developed by scaling the main section of the Black Rascal Creek hydrograph to the computed 200-year peak discharge of 6,370 cfs for Fahrens Creek. Because the Fahrens Creek watershed is larger than the Black Rascal Creek watershed, the peak discharge is expected to arrive later. The peak of the Fahrens Creek hydrograph was set at 9 hours after the levee breach hydrograph.

Flow from the Black Rascal Creek Diversion Channel levee breach has farther to travel through the city to reach the project area. As a result, it is reasonable for the peak flows from the two flooding sources, i.e., the levee breach and Fahrens Creek, to reach the project area at a similar time.

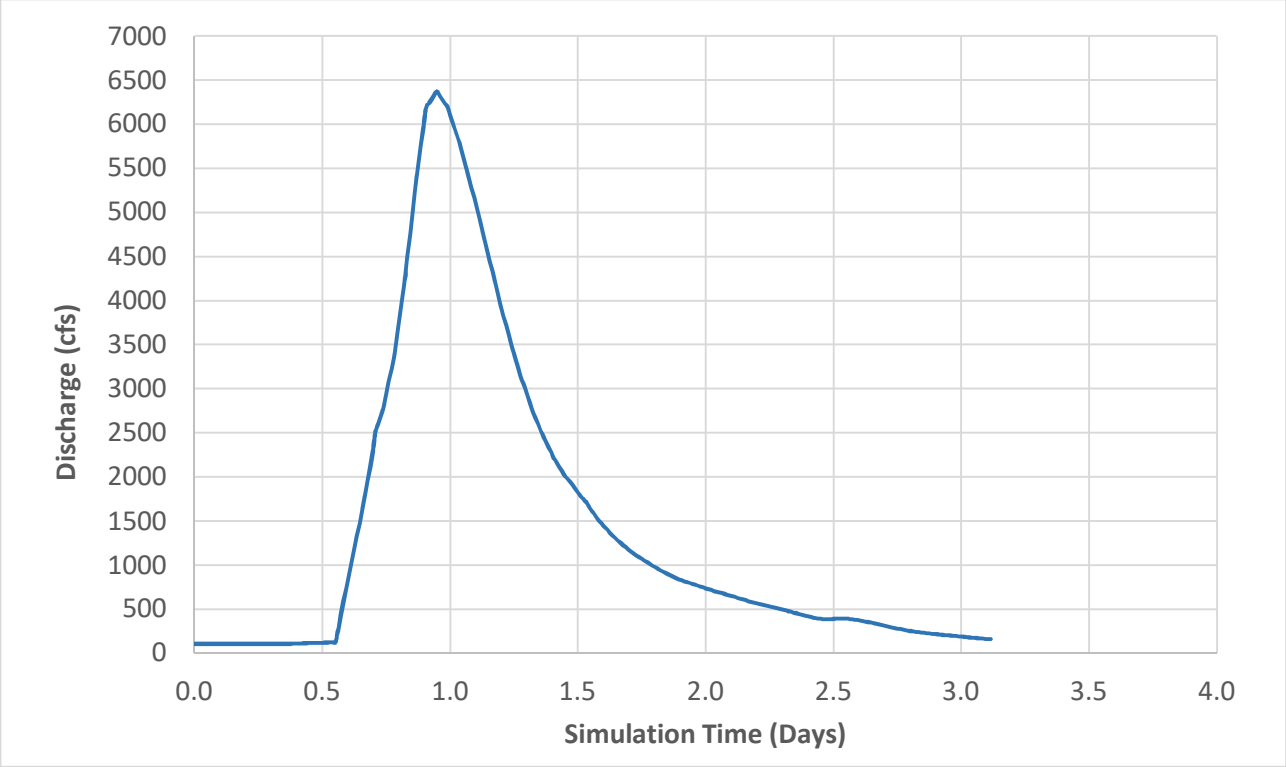


Figure 2-2. Fahrens Creek – 200-year Hydrograph

2.3 Summary

Table 2-2 provides a summary of the peak discharges for each of two flooding sources for the project reach.

Table 2-2. Peak Discharge Comparison

Recurrence Interval	Peak Discharge (cfs)	
	Black Rascal Creek Diversion Levee Breach[1]	Fahrens Creek
200-year	5,938	6,370

1. Peak discharge at levee breach location

3 HYDRAULIC MODELING

3.1 Effective FEMA Model

River Focus reviewed the FEMA effective hydraulic model and found the following:

- The effective model was created using the old DOS-based HEC-2 program. Although FEMA still accepts models using the legacy HEC-2 program, the U.S. Army Corps of Engineers replaced HEC-2 with HEC-RAS more than 20 years ago.
- As is the case with all HEC-2 models, the model cross sections are not georeferenced (i.e., they do not have spatial location information).
- Flow conditions within the floodplain of Black Rascal Creek floodplain is highly two-dimensional (2-D) rather than the one-dimensional (1-D) flow assumed by the effective model.

To produce a more defensible Urban Level of Flood Protection determination for the project site, a 2-D hydraulic model was created for Black Rascal Creek using HEC-RAS (River Analysis System), Version 5.0.3 (HEC, 2016).

3.2 Hydraulic Model Data/Parameters

Model Mesh and Cross Sections

The Black Rascal Creek and Fahrens Creek 2-D model mesh is shown in Figure 3-2. In general, a 100-ft by 100-ft cell size was used, with additional detail for portions of the channel and adjacent to berms and levees. The 2-D modeling approach in HEC-RAS allows for larger mesh sizes, while preserving cell face and storage information.

Vertical Datum and Horizontal Projection

All elevations in this report and in the HEC-RAS model are referenced to the NAVD88 vertical datum. The projection/coordinate system used for this study is NAD 1983 State Plane California IV (FIPS 0404 feet). As-built plan data for the Santa Fe Drive Bridge and the Highway 59 culvert were in the older NGVD29 vertical datum; a conversion factor of +2.454 ft was used to convert the data from NGVD29 to NAVD88.

Topographic Data

High-quality LiDAR topographic data developed for DWR's Central Valley Floodplain Evaluation and Delineation (CVFED) Program was used for the hydraulic model terrain.

Field Reconnaissance

River Focus personnel (Jake Gusman and Darren Bertrand) conducted a field reconnaissance visit on October 20, 2017, to examine creek and overbank conditions and evaluate hydraulic model parameters, bridges, and other structures. Figure 3-1 shows Black Rascal Creek upstream of Highway 59.



Figure 3-1. Black Rascal Creek Upstream of Highway 59 (Facing Downstream)

Manning's Roughness

The channel and overbank roughness (Manning's *n*) values used in the hydraulic model ranged between 0.030 and 0.500, as described in Table 3-1. The Manning's roughness layer is shown in Figure 3-3. The selected *n* values were based on field observations, aerial imagery, engineering references (e.g., Chow, 1959; Engineers Australia, 2014), and engineering judgment.

Table 3-1. Manning's Roughness Values

Manning's *n* Value	Description / Notes
Channel	
0.030	Fahrens Creek, grass-lined channel
0.040	Bear Creek
0.040 to 0.055	Black Rascal Creek
0.055	Fahrens Creek, original creek
Floodplain	
0.022	Open water, pond/basin
0.025	Parking lot
0.030	Vacant land, cultivated areas (no crop)
0.040	Field crops
0.045	Parks, urban landscape
0.050	Grain and hay crops
0.090	Deciduous fruits and nuts
0.120	Agricultural residence
0.150	Urban/residential
0.200	Industrial/commercial
0.500	Buildings (individual)

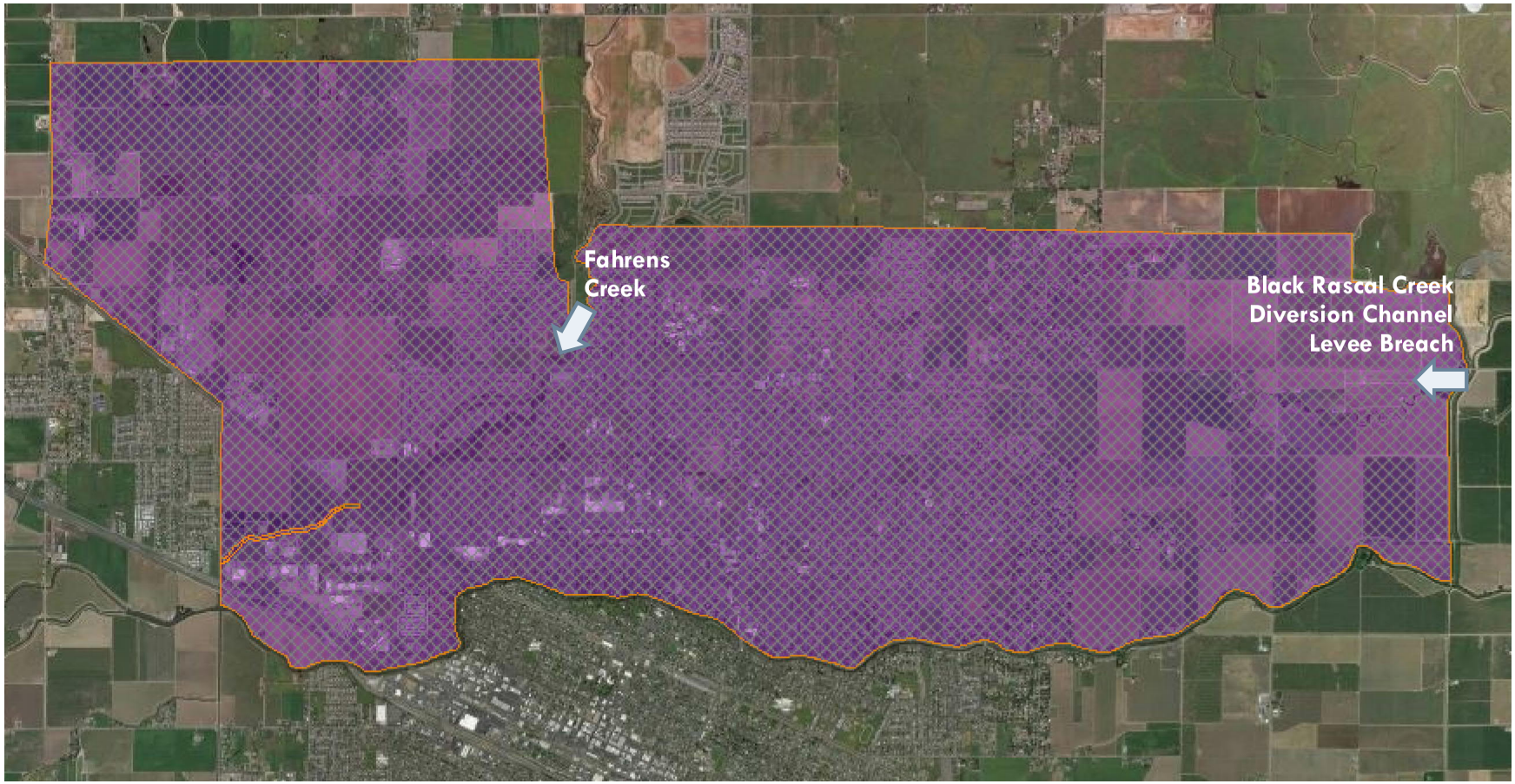


Figure 3-2. HEC-RAS 2-D Mesh with Model Inflow Locations

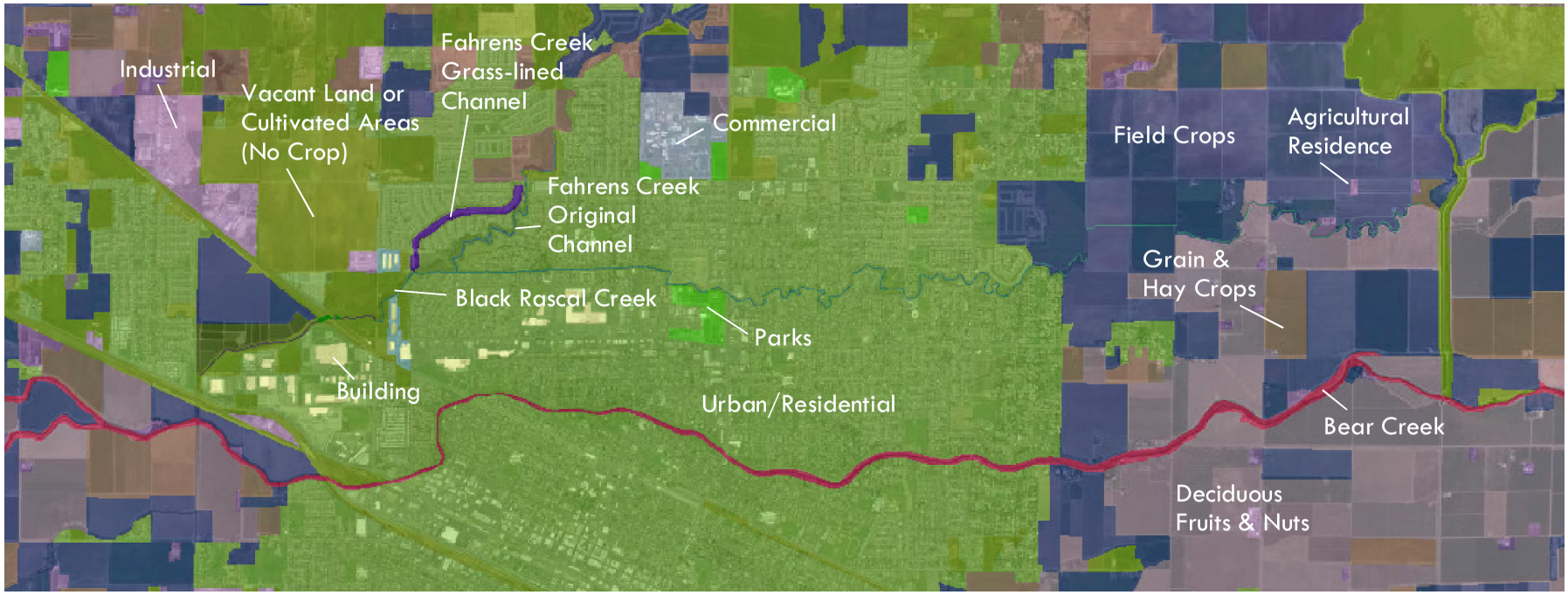


Figure 3-3. Manning's Roughness Layer

Boundary Conditions

Normal depth was used for the downstream boundary conditions along the 2D model mesh.

Existing Bridges and Culverts

Bridge and culvert data were provided by DWR. There are three modeled bridges in the study area (from upstream to downstream): Santa Fe Road Drive, Railroad Bridge, and Santa Fe Road Bridge. Because bridges cannot be directly modeled in 2-D portion of HEC-RAS, a short 1-D model reach was added for the channel from just upstream of the Santa Fe Drive Bridge to just downstream of the Santa Fe Road Bridge. The 2-D model mesh includes a 2-D connection with the existing Highway 59 box culvert at Black Rascal Creek.

Project Site

The ground elevation within the project site was raised to simulate the presence of fill.

3.3 Model Output

Due to the existing contours, floodwaters leaving Black Rascal Creek between the upstream levee breach and the project site will be distributed throughout the floodplain. This results in a lower peak flow by the time it reaches the project site. The computed peak discharge reaching Highway 59 near the project area—from the levee breach and Fahrens Creek—is approximately 9,500 cfs, as shown in Figure 3-4.

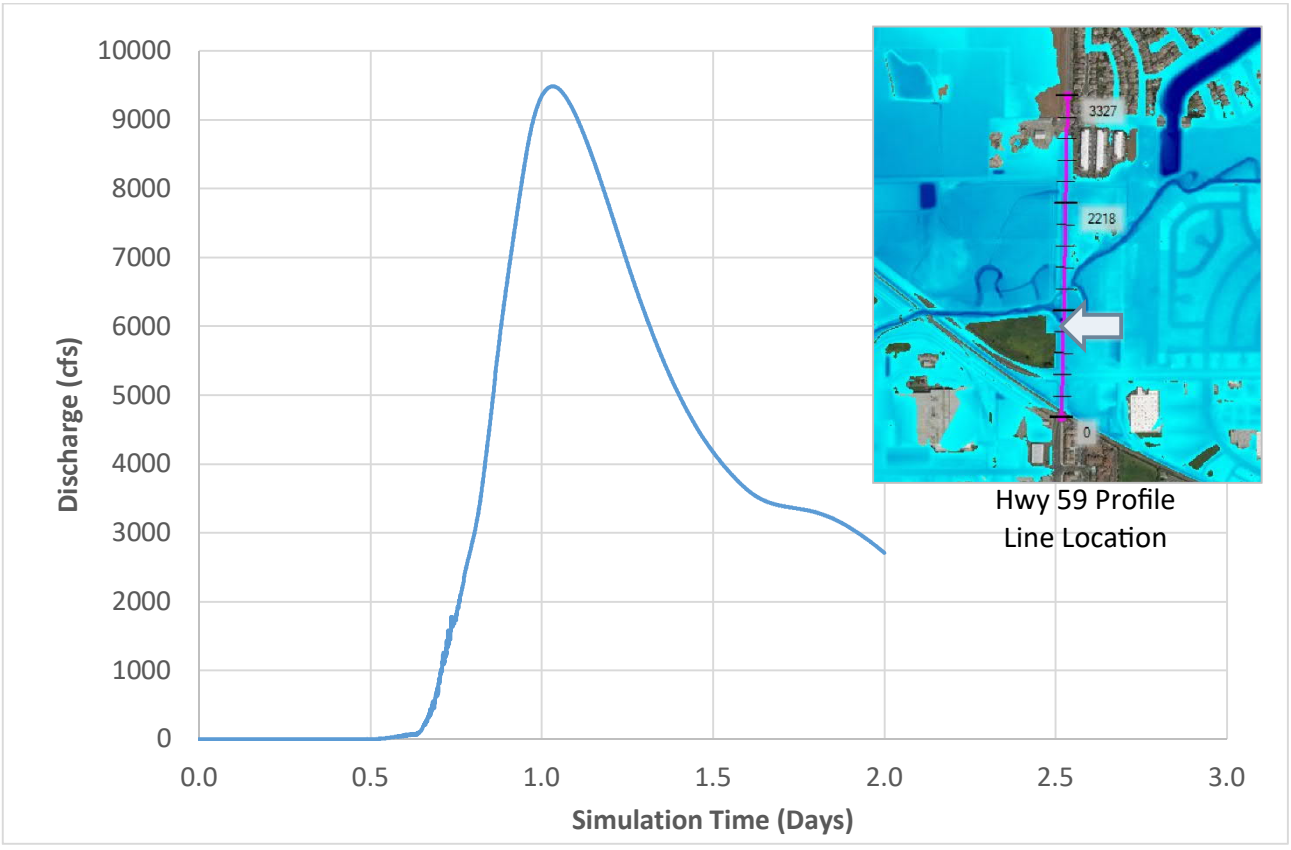


Figure 3-4. HEC-RAS Computed Hydrograph at Highway 59

The computed maximum 200-year flood depths for the entire study area are shown in Figure 3-5, while the maximum 200-year water surface elevations are shown in Figure 3-6.

Figure 3-7 shows a model flow trace, showing flow direction at a snapshot during the model simulation. The computed 200-year water surface elevation and flood depth in the vicinity of the project site are shown in Figure 3-8. The 200-year water surface elevation along the project site ranges from approximately 167.4 to 167.7 feet (NAVD88 vertical datum).

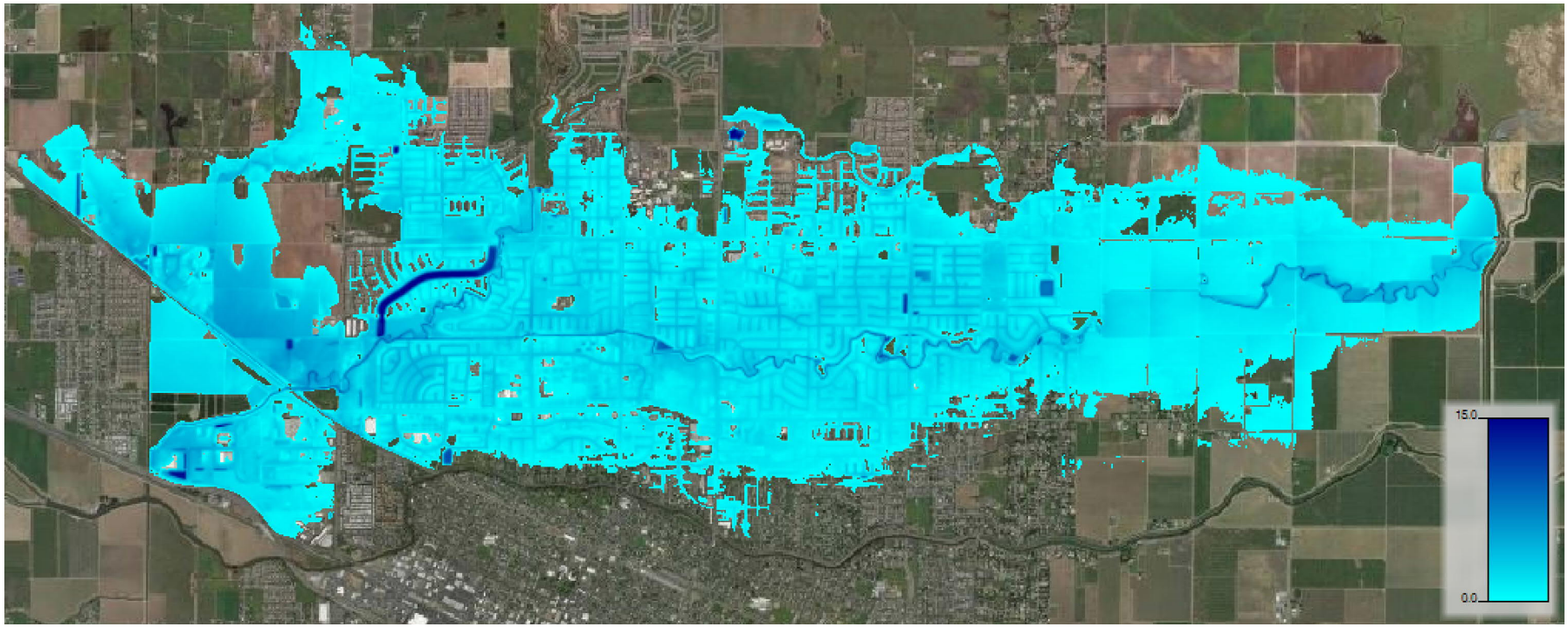


Figure 3-5. HEC-RAS Maximum 200-year Flood Depth

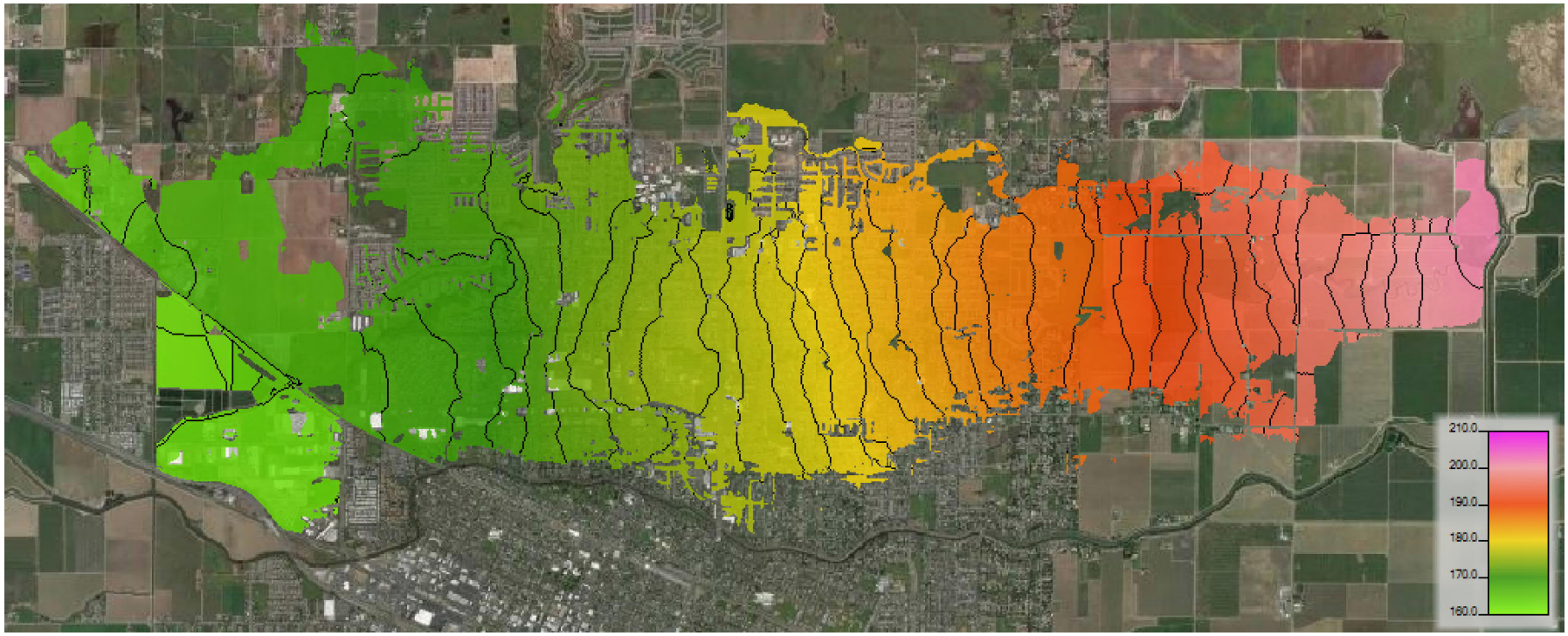


Figure 3-6. HEC-RAS Maximum 200-year Water Surface Elevation (1-ft Contours Shown)

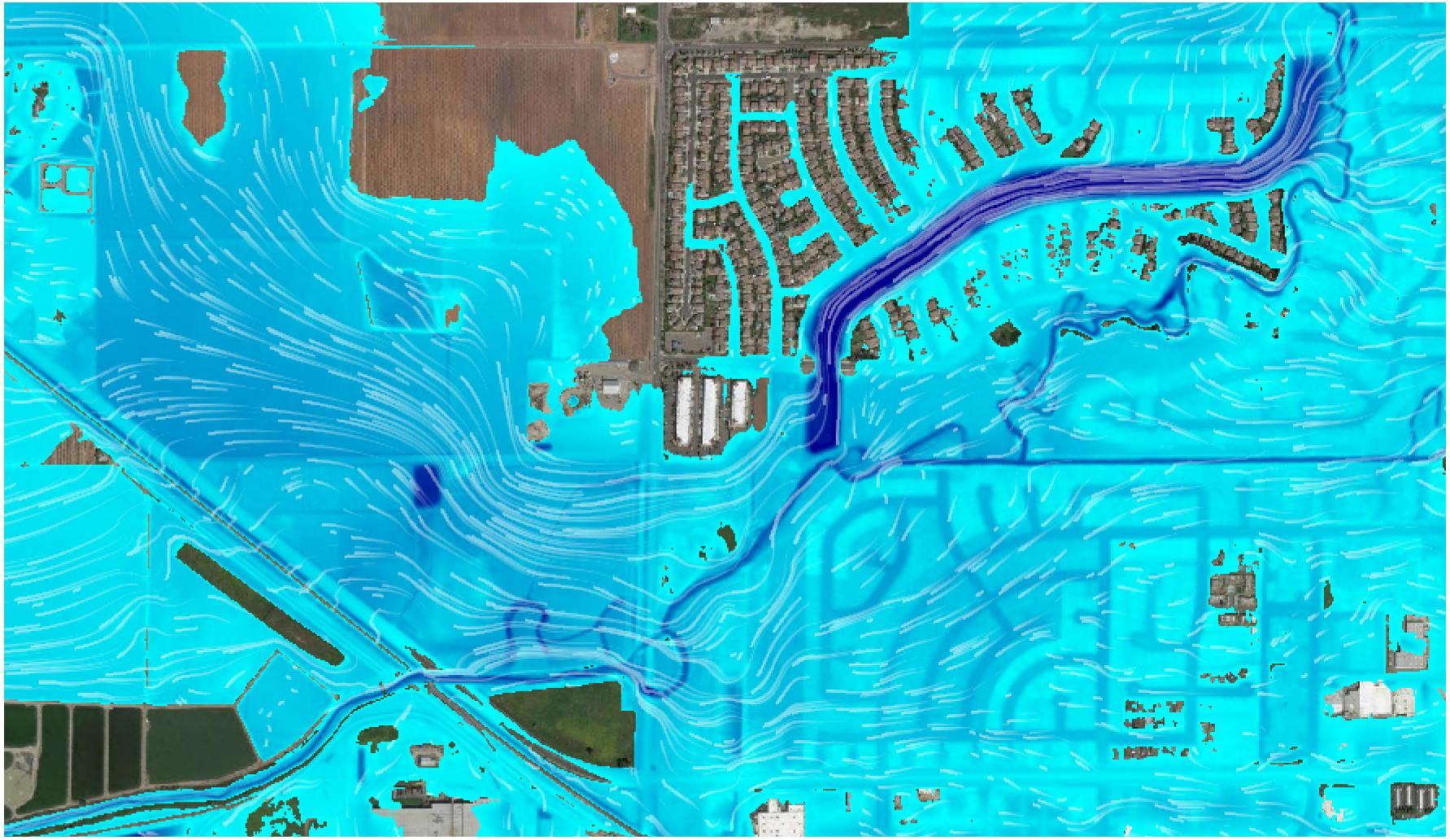


Figure 3-7. HEC-RAS 200-year Model Flow Trace

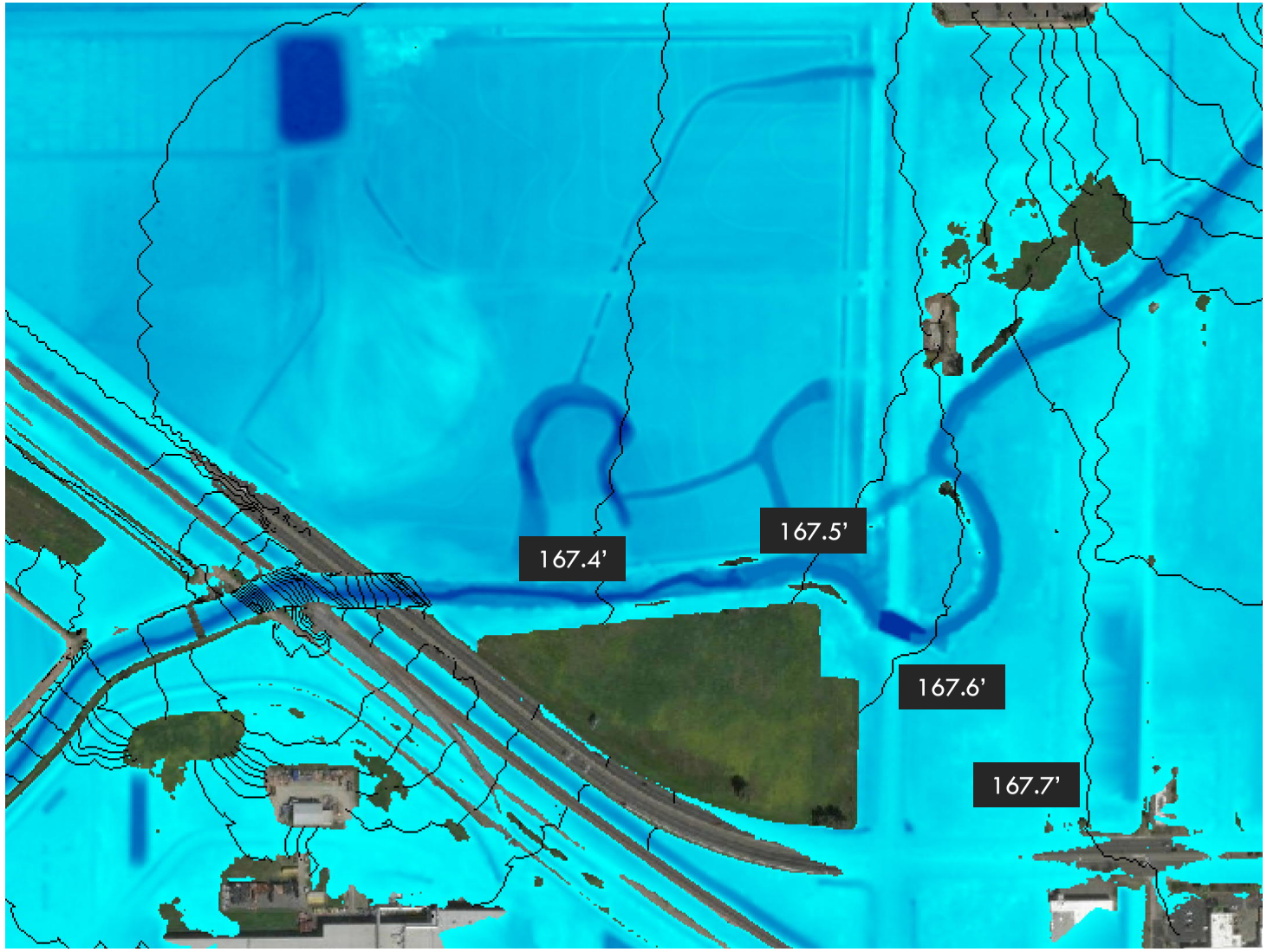


Figure 3-8. Maximum 200-year Flood Elevation– 0.1-ft Contours near Project Site (with Flood Depth)

4 ULOP IMPOSED CONDITIONS

An imposed condition in the form of fill is required for the project development to achieve an urban level of flood protection. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).

A freeboard of 1 foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A summary of proposed fill elevations is provided in Table 4-1. The required fill elevation ranges from 168.4 ft to 168.7 ft (NAVD88 vertical datum).

Table 4-1. Proposed Fill Elevations – Project Site

Location	200-year Water Surface Elevation (ft, NAVD88)	Freeboard Height (ft)	Fill Elevation (ft, NAVD88)
Downstream (Northwest) End of Project Site	167.4	1	168.4
Upstream (East) End of Project Site	167.7	1	168.7

5 ULOP CERTIFICATION

5.1 Certification Conditions

This certification is provided to the City of Merced and Merced County for the sole purpose of supporting the finding that the imposed conditions on the project site will achieve an urban level of flood protection.

This certification is made in accordance with the requirements of the Urban Level of Flood Protection Criteria (DWR, 2013). This certification does not constitute a warranty or guarantee of performance, expressed or implied.

5.2 Certification Statement

Certification of Data and Information

The data and information contained in this report are accurate to the best of my knowledge.

Certification of Analysis

The analyses were performed in accordance with sound engineering practice in a manner consistent with the degree of skill and care ordinarily exercised by members of the civil engineering profession currently practicing in the same locality under similar conditions.

I, Andreas Jake Gusman, PE, a Professional Registered Civil Engineer in the State of California, certify that the imposed conditions for the Highway 59 Retail Center Project will provide an urban level of flood protection.



6 REFERENCES

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HEC (2016). *HEC-RAS River Analysis System – User's Manual, Version 5.0*, February 2016, U.S. Army Corps of Engineers, Hydrologic Engineering Center (HEC), Davis, California.

7 ACKNOWLEDGMENTS

This study was performed by River Focus, Inc., for 59 Petroleum, LLC. The Project Manager for 59 Petroleum, LLC was Surina Mann. The River Focus study team included Jake Gusman, PE (Project Manager) and Darren Bertrand (Senior Hydrologist).

July 31, 2018

Ms. Julie Nelson, Associate Planner
City of Merced - Planning Department
678 West 18th Street
Merced, CA 95340

RE: ADDENDUM TO TRAFFIC IMPACT ANALYSIS FOR SR 59 / OLIVE AVENUE RETAIL CENTER, MERCED, CALIFORNIA

Dear Ms. Nelson:

As requested I have reviewed the comments received on the Traffic Impact Analysis for the SR 59 / Olive Avenue Retail Center IS/MND. This letter addresses the comments from LAFCO and Stanislaus County by clarifying traffic study conclusions and identifying the preferred project access mitigation strategy, as shown in the revised Executive Summary which is attached. As requested, changes to the original summary have been identified in Red and ~~strikeout.~~

As we have discussed, we met with County staff to discuss their concerns, and worked with City staff to refine the site plan in a manner that might normally not occur until the project goes through site design review. The revised mitigations relating to the site will reduce project impacts to a less than significant level.

Please feel free to contact me if you have any questions.

Sincerely Yours,

KDAnderson & Associates, Inc.



Kenneth D. Anderson, P.E.
President

Attachment: Revised Executive Summary

SR 59 – Olive Retail RTC.ltr

REVISED EXECUTIVE SUMMARY

Project Description

The SR 59 / Olive Avenue Retail Center project is a proposed convenience commercial development that will occupy 8 acres on the northwest corner of the intersection of State Route 59 (SR 59) and Olive Avenue - Santa Fe Drive. The project site is in Merced County but will be annexed into the City of Merced. The proposed development plans includes roughly 42,000 sf of retail commercial uses, including a gasoline station with convenience store, fast food restaurants and other retail uses.

Access. The project proposes right-turn only access to SR 59 north of Olive Avenue, as well as two driveways on Santa Fe Drive. The location and operation of this access has been evaluated by Caltrans District 10 as part of their review of the project. Full access is proposed at the western driveway, and the eastern driveway near SR 59 is limited to right turns only. The operation of the driveways as it relates to sight distance, intersection spacing and weaving between driveways was considered, and measures to ensure the long term feasibility of these access points has been identified within the context of original mitigation options.

Trip Generation. Based on approved trip generation rates that account for the specific land uses included in the project, the project is expected to generate approximately 3,859 new daily trips, with 269 new trips generated in the a.m. peak hour and 312 new trips occurring in the weekday p.m. peak hour.

Improvements. The project is assumed to complete frontage improvements on SR 59 and Santa Fe Drive that are consistent with the City's Arterial Street standard. Separate right turn dea~~c~~celeration treatments are assumed at the project driveways. Work required along SR 59 would be conducted under an encroachment permit acquired through Caltrans.

Study Scope

This analysis addresses traffic conditions occurring on weekday a.m. and p.m. commute periods. The analysis addresses the operation of seven (7) existing intersection in the west Merced area that were identified during the scoping process in consultation with City and Caltrans staff.

1. SR 59 / Yosemite Avenue –Traffic Signal
2. SR 59 / Buena Vista Drive – Traffic Signal
3. SR 59 / Santa Fe Drive / W. Olive Avenue – Traffic Signal
4. W. Olive Avenue / Loughborough Drive – Traffic Signal
5. W. Olive Avenue / Austin Avenue – Traffic Signal
6. SR 59 / Cooper Avenue / Willowbrook Drive – Traffic Signal
7. SR 59 / W. 16th Street – All-Way Stop

The analysis also addresses conditions on SR 59, Olive Avenue and Santa Fe Drive based on daily traffic volumes.

KDA

At City of Merced direction, the traffic study considers the following scenarios:

- Existing Conditions
- Existing Conditions Plus Project Build Out with access as proposed
- Year 2035 Cumulative Conditions without the Project
- Year 2035 Cumulative Conditions with Project Build Out

Existing Traffic Conditions

The City establishes Level of Service (LOS) D as the minimum acceptable standard for intersections and roadways.

Traffic counts were conducted in 2017 to established existing conditions. Two safety intersection improvement projects are pending and are expected to be completed before the proposed project proceeds. These improvements are included in the analysis of existing conditions at the SR 59 / Olive Avenue / Santa Fe Drive intersection and at the SR 59 / W. 16th Street intersection.

With anticipated improvements all study intersections operate at LOS D or better during the study hours. However, SR 59 between W. 16th Street and Olive Avenue carries daily traffic volumes that are indicative of LOS F conditions.

The existing system of pedestrian and bicycle facilities in this area include~~s~~ limited sidewalks and Class I bike paths, but pedestrians and bicycles use paved shoulder elsewhere. A gap exists in the pedestrian system on the west side of SR 59 between Cooper Avenue and Santa Fe Drive, and right of way would need to be acquired to improve the situation in this area.

Existing Plus SR 59 / Olive Avenue Retail Center with Access As Proposed

The impacts of SR 59 / Olive Avenue Retail Center were identified by superimposing project trips onto the current background traffic volume levels. The directional distribution of project trips was identified using the Merced County Association of Governments (MCAG) regional traffic model, and that analysis tool indicated that the majority of project trips will arrive and depart via SR 59 to north and Olive Avenue to the east under short term future conditions.

Impacts. If no improvements to the area circulation system are made all off-site study intersections would continue to operate with LOS D or better conditions, but access is problematic from two standpoints. The western access on Santa Fe Drive is forecast to operate at LOS F in the p.m. peak hour. As noted in Table A1 conditions at this location could be improved ~~by~~ either by creating a Two-Way Left-Turn lane on Santa Fe Drive, by restricting access or by installing a traffic signal. ~~However, each alternative has ramifications on the project layout as noted.~~ The preferred improvement option identified in consultation with City staff will:

1. Restripe Santa Fe Drive to create a TWLT lane east of the western access. This will improve the Level of Service by accommodating two-step left turns,
2. Monitor traffic conditions at the western access and install a traffic signal if/when

KDA

required by the City of Merced in response to any potential safety problems as evidenced by an appreciable increase in the number of collisions. While implementation will result in two closely spaced signals, their operation can be adequate because the western driveway is only a "tee" intersection. Coordination with the SR 59 signal will be required; and,

3. Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.

Similarly, the SR 59 access is expected to occasionally be blocked by the queue of southbound traffic extending from the Santa Fe Drive traffic signal. Alternative measures to alleviate this issue are also noted, along with their ramifications on the site. One alternative (lengthening the southbound left turn lane on SR 59) is feasible. The other two alternatives are not feasible as closing the access will make the site untenable as a retail center and moving the access to the north is not possible due to the impact on Black Rascal Creek and lack of right of way.

TABLE A1 REVISED MITIGATION SUMMARY			
Location	**Impact**	**Mitigation**	**Ramification**
EXISTING PLUS PROJECT CONDTIONS			
Western Santa Fe Drive Access	LOS F during p.m. peak hour	Create TWLT lane on Santa Fe Drive **PROPOSED**	~~Required moving driveway or reconstructing SR 59 intersection~~ Restripe Santa Fe Drive to provide TWLT lane east of the access
		Or Prohibit outbound left turns **NOT PROPOSED**	Exacerbates problem at SR 59 driveway
		Or Install traffic signal *if determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of the owner/developer.* **PROPOSED**	~~Location is problematic and likely require moving driveway~~
	Operational issues	Prohibit outbound right turns from the eastern driveway, OR Keep right turns and Construct a continuous auxiliary acceleration –deceleration lane between the two driveways	
SR 59 Access	Access blocked by Southbound Queues	Lengthen southbound left turn lane **PROPOSED**	Facilities access but does not shorten queues. Recommended Mitigation
		Move access to the north **NOT PROPOSED**	Affects Black Rascal Creek as well as property not included in project. Not feasible
		Close SR 59 access **NOT PROPOSED**	Exacerbates issues at western access, and make site untenable as a retail center
CUMULATIVE PLUS PROJECT CONDTIONS			
SR 59 / Olive Avenue / Santa Fe Drive	Significantly exacerbate LOS F conditions during a.m. and p.m. peak hours	Fair share contribution to intersection improvements including: • Reconstruct westbound Olive Ave to provide dual left turn lanes onto Southbound SR 59. • Reconfigure the westbound right turn lane to create a combination through & right turn lane, and extend that through lane across SR 59 along the project's frontage. • Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. • Reconstruct the Eastbound Santa Fe Drive approach to provide dual left turn lane.	

KDA

Year 2035 Cumulative Plus SR 59 / Olive Avenue Retail Center with Access as Proposed Conditions

Basis for Traffic Volumes. The Merced County Association of Governments (MCAG) Year 2035 travel demand forecast model was refined and used to develop background traffic volume projections that assume the SR 59 / Olive Avenue Retail Center Project is developed as proposed. A portion of the City of Atwater's approved Ferrari Ranch Annexation was assumed to be developed by 2035.

Assumed Improvements. The following regional improvements were assumed for this cumulative analysis:

- 2015 RTP improvement assumed in the MCAG traffic model
- Widen SR 59 to 4-lanes from W. 16th Street to Olive Avenue
- Campus Parkway extend to Yosemite Avenue
- AME remains terminated at Green Sands Avenue

Impacts. If SR 59 / Olive Avenue Retail Center and other Merced area development proceeds as anticipated by the Year 2035, but no additional improvements are made, then two off-site intersections will operate at LOS F.

The **SR 59 / Olive Avenue / Santa Fe Drive intersection** will operate at LOS F with and without the project. The project's cumulative impact is significant based on the change in overall delay at the intersection. As noted in Table A1 intersection improvements that are consistent with the Circulation Element have been identified, and the project would contribute its fair share to the cost of these improvements. With that contribution the project's impact is not significant.

The SR 59 / W. 16th Street intersection would operate at LOS F with and without the project, but the project's incremental change in delay is less than the increment permitted by the City. This impact is not significant and mitigation is not required.

Mainline SR 59 from to Yosemite Avenue is projected to operate at LOS F with and without the project. However, the incremental increase in volume contributed by the project is less than the 5% increase permitted under City guidelines. As a result, the project's impact is not significant and mitigation is not required.

TRAFFIC IMPACT ANALYSIS

FOR

SR 59 / OLIVE AVENUE RETAIL CENTER

Merced, CA

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Revised January 3, 2018
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0780-06

TRAFFIC IMPACT ANALYSIS FOR
SR 59 / OLIVE AVENUE RETAIL CENTER

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KDA

TRAFFIC IMPACT ANALYSIS FOR
SR 59 / OLIVE AVENUE RETAIL CENTER
Merced, California

EXECUTIVE SUMMARY

Project Description

The SR 59 / Olive Avenue Retail Center project is a proposed convenience commercial development that will occupy 8 acres on the northwest corner of the intersection of State Route 59 (SR 59) and Olive Avenue - Santa Fe Drive. The project site is in Merced County but will be annexed into the City of Merced. The proposed development plans includes roughly 42,800 sf of retail commercial uses, including a gasoline station with convenience store, fast food restaurants, coffee kiosk and other retail uses.

Access. The project proposes right-turn only access to SR 59 north of Olive Avenue, as well as two driveways on Santa Fe Drive. Full access is proposed at the western driveway, and the eastern driveway near SR 59 is limited to right turns only.

Trip Generation. Based on approved trip generation rates that account for the specific land uses included in the project, the project is expected to generate approximately 3,859 new daily trips, with 269 new trips generated in the a.m. peak hour and 312 new trips occurring in the weekday p.m. peak hour.

Improvements. The project is assumed to complete frontage improvements on SR 59 and Santa Fe Drive that are consistent with the City's Arterial Street standard. Separate right turn deceleration treatments are assumed at the project driveways. Work required along SR 59 would be conducted under an encroachment permit acquired through Caltrans.

Study Scope

This analysis addresses traffic conditions occurring on weekday a.m. and p.m. commute periods. The analysis addresses the operation of seven (7) existing intersection in the west Merced area that were identified during the scoping process in consultation with City and Caltrans staff.

1. SR 59 / Yosemite Avenue –Traffic Signal
2. SR 59 / Buena Vista Drive – Traffic Signal
3. SR 59 / Santa Fe Drive / W. Olive Avenue – Traffic Signal
4. W. Olive Avenue / Loughborough Drive – Traffic Signal
5. W. Olive Avenue / Austin Avenue – Traffic Signal
6. SR 59 / Cooper Avenue / Willowbrook Drive – Traffic Signal
7. SR 59 / W. 16th Street – All-Way Stop

The analysis also addresses conditions on SR 59, Olive Avenue and Santa Fe Drive based on daily traffic volumes.

At City of Merced direction, the traffic study considers the following scenarios:

- Existing Conditions
- Existing Conditions Plus Project Build Out with access as proposed
- Year 2035 Cumulative Conditions without the Project
- Year 2035 Cumulative Conditions with Project Build Out

Existing Traffic Conditions

The City establishes Level of Service (LOS) D as the minimum acceptable standard for intersections and roadways.

Traffic counts were conducted in 2017 to established existing conditions. Two safety intersection improvement projects are pending and are expected to be completed before the proposed project proceeds. These improvements are included in the analysis of existing conditions at the SR 59 / Olive Avenue / Santa Fe Drive intersection and at the SR 59 / W. 16th Street intersection.

With anticipated improvements all study intersections operate at LOS D or better during the study hours. However, SR 59 between W. 16th Street and Olive Avenue carries daily traffic volumes that are indicative of LOS F conditions.

The existing system of pedestrian and bicycle facilities in this area include limited sidewalks and Class I bike paths, but pedestrians and bicycles use paved shoulder elsewhere. A gap exists in the pedestrian system on the west side of SR 59 between Cooper Avenue and Santa Fe Drive, and right of way would need to be acquired to improve the situation in this area.

Existing Plus SR 59 / Olive Avenue Retail Center with Access As Proposed

The impacts of SR 59 / Olive Avenue Retail Center were identified by superimposing project trips onto the current background traffic volume levels. The directional distribution of project trips was identified using the Merced County Association of Governments (MCAG) regional traffic model, and that analysis tool indicated that the majority of project trips will arrive and depart via SR 59 to north and Olive Avenue to the east under short term future conditions.

Impacts. If no improvements to the area circulation system are made all off-site study intersections would continue to operate with LOS D or better conditions, but access is problematic from two standpoints. The western access on Santa Fe Drive is forecast to operate at LOS F in the p.m. peak hour. As noted in Table A1 conditions at this location could be improved either by creating a Two-Way Left-Turn lane on Santa Fe Drive, by restricting access or by installing a traffic signal. However, each alternative has ramifications on the project layout as noted.

Similarly, the SR 59 access is expected to occasionally be blocked by the queue of southbound traffic extending from the Santa Fe Drive traffic signal. Alternative measures to alleviate this issue are also noted, along with their ramifications on the site. One alternative (lengthening the southbound left turn lane on SR 59) is feasible. The other two alternatives are not feasible as closing the access will make the site untenable as a retail center and moving the access to the north is not possible due to the impact on Black Rascal Creek and lack of right of way.

TABLE A1 MITIGATION SUMMARY			
Location	**Impact**	**Mitigation**	**Ramification**
EXISTING PLUS PROJECT CONDTIONS			
Western Santa Fe Drive Access	LOS F during p.m. peak hour	Create TWLT lane on Santa Fe Drive	Required moving driveway or reconstructing SR 59 intersection
		Or Prohibit outbound left turns	Exacerbates problem at SR 59 driveway
		Or Install traffic signal	Location is problematic and likely require moving driveway
SR 59 Access	Access blocked by Southbound Queues	Lengthen southbound left turn lane	Facilities access but does not shorten queues. Recommended Mitigation
		Move access to the north	Affects Black Rascal Creek as well as property not included in project. Not feasible
		Close SR 59 access	Exacerbates issues at western access, and make site untenable as a retail center
CUMULATIVE PLUS PROJECT CONDTIONS			
SR 59 / Olive Avenue / Santa Fe Drive	Significantly exacerbate LOS F conditions during a.m. and p.m. peak hours	Fair share contribution to intersection improvements including: • Reconstruct westbound Olive Avenue to provide dual left turn lanes onto Southbound SR 59. • Reconfigure the westbound right turn lane to create a combination through & right turn lane, and extend that through lane across SR 59 along the project's frontage. • Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. • Reconstruct the Eastbound Santa Fe Drive approach to provide dual left turn lane.	

Year 2035 Cumulative Plus SR 59 / Olive Avenue Retail Center with Access as Proposed Conditions

Basis for Traffic Volumes. The Merced County Association of Governments (MCAG) Year 2035 travel demand forecast model was refined and used to develop background traffic volume projections that assume the SR 59 / Olive Avenue Retail Center Project is developed as proposed. A portion of the City of Atwater's approved Ferrari Ranch Annexation was assumed to be developed by 2035.

Assumed Improvements. The following regional improvements were assumed for this cumulative analysis:

- 2015 RTP improvement assumed in the MCAG traffic model
- Widen SR 59 to 4-lanes from W. 16th Street to Olive Avenue
- Campus Parkway extend to Yosemite Avenue
- AME remains terminated at Green Sands Avenue

Impacts. If SR 59 / Olive Avenue Retail Center and other Merced area development proceeds as anticipated by the Year 2035, but no additional improvements are made, then two off-site intersections will operate at LOS F.

The **SR 59 / Olive Avenue / Santa Fe Drive intersection** will operate at LOS F with and without the project. The project's cumulative impact is significant based on the change in overall delay at the intersection. As noted in Table A1 intersection improvements that are consistent with the Circulation Element have been identified, and the project would contribute its fair share to the cost of these improvements. With that contribution the project's impact is not significant.

The SR 59 / W. 16th Street intersection would operate at LOS with and without the project, but the project's incremental change in delay is less than the increment permitted by the City. This impact is not significant and mitigation is not required.

Mainline SR 59 from to Yosemite Avenue is projected to operate at LOS F with and without the project. However, the incremental increase in volume contributed by the project is less than the 5% increase permitted under City guidelines. As a result, the project's impact is not significant and mitigation is not required.

TRAFFIC IMPACT ANALYSIS FOR
SR 59 / OLIVE AVENUE RETAIL CENTER PROJECT
Merced, California

INTRODUCTION

Project Description

The SR 59 / Olive Avenue Retail Center project is a proposed convenience commercial development that will occupy 8 acres abutting State Route 59 (SR 59) at its intersection with Olive Avenue and Santa Fe Drive, as noted in Figure 1. The project site is in Merced County but will be annexed into the City of Merced. As noted in Figure 2 (site plan), the proposed development plans includes roughly 42,000 sf of retail commercial uses, including a gasoline station with convenience store, fast food restaurants and other retail uses.

Access to the site is a primary consideration of this traffic study. As presented in the site plan, the project includes a right-turn only driveway on SR 99 and two driveways on Santa Fe Drive, one of which will permit full access.

Traffic Study Scope

This analysis is intended to evaluate the relative traffic impacts of the project within a range of relevant scenarios as required under City of Merced guidelines and requested by Caltrans. The analysis considers traffic conditions occurring during weekday a.m. and p.m. peak hours.

At City of Merced direction, the traffic study considers the following scenarios:

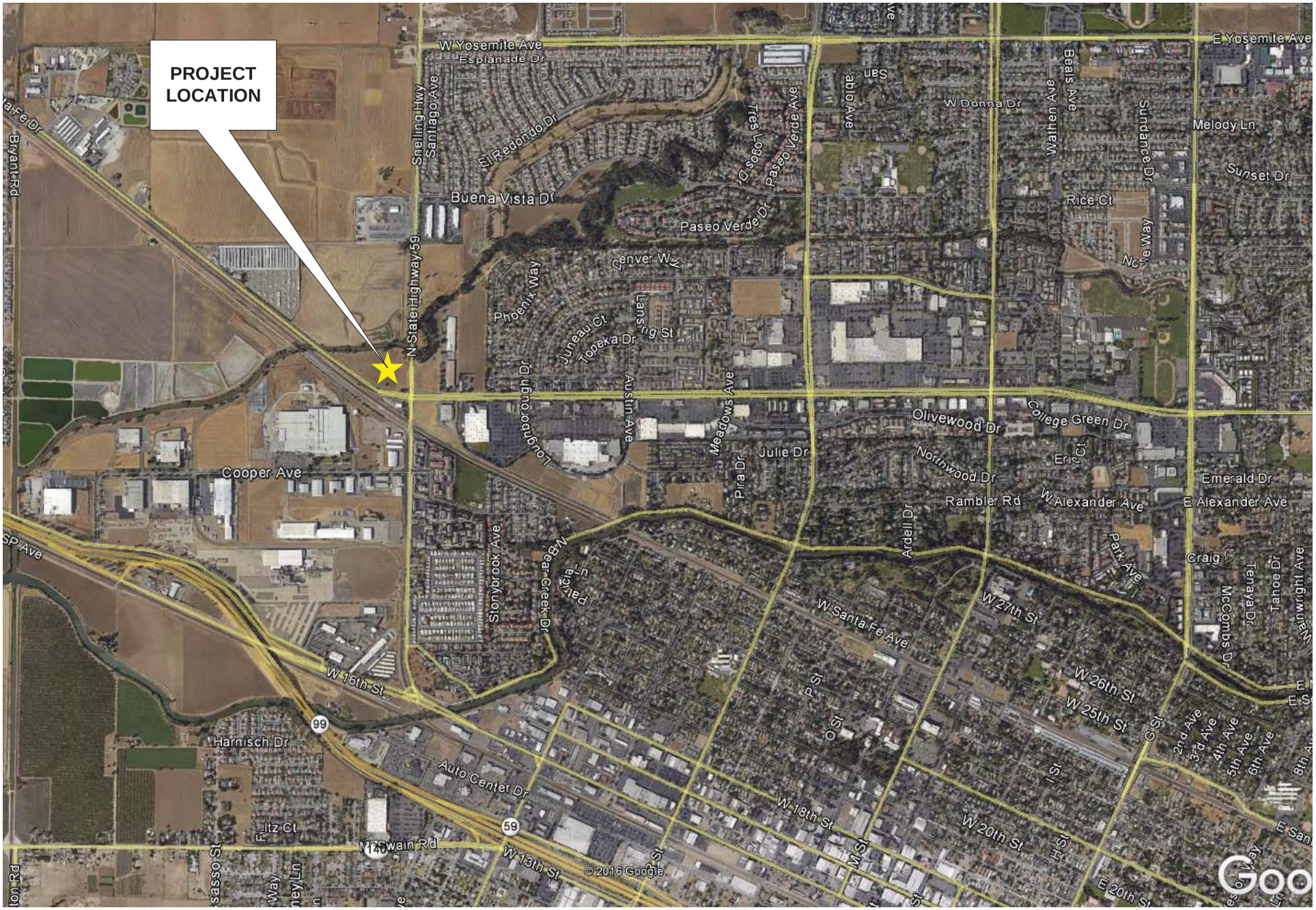
- Existing Conditions
- Existing Conditions Plus Project Build Out
- Year 2035 Cumulative Conditions no development on the site
- Year 2035 Cumulative Conditions with Project Build Out

Two scenarios typically evaluated under City and Caltrans guidelines were not addressed:

- Existing Plus Approved Projects (EPAP) Conditions without the proposed Project
- EPAP Conditions with Project Build Out with Circulation as proposed

These scenarios were omitted because no approved projects were identified in the area of the proposed project by the City of Merced, Merced County or the City of Atwater. Thus, the project's impacts under EPAP background conditions would be the same as those identified under Existing Plus Project conditions.

The traffic analysis also addresses project impacts to alternative transportation modes.

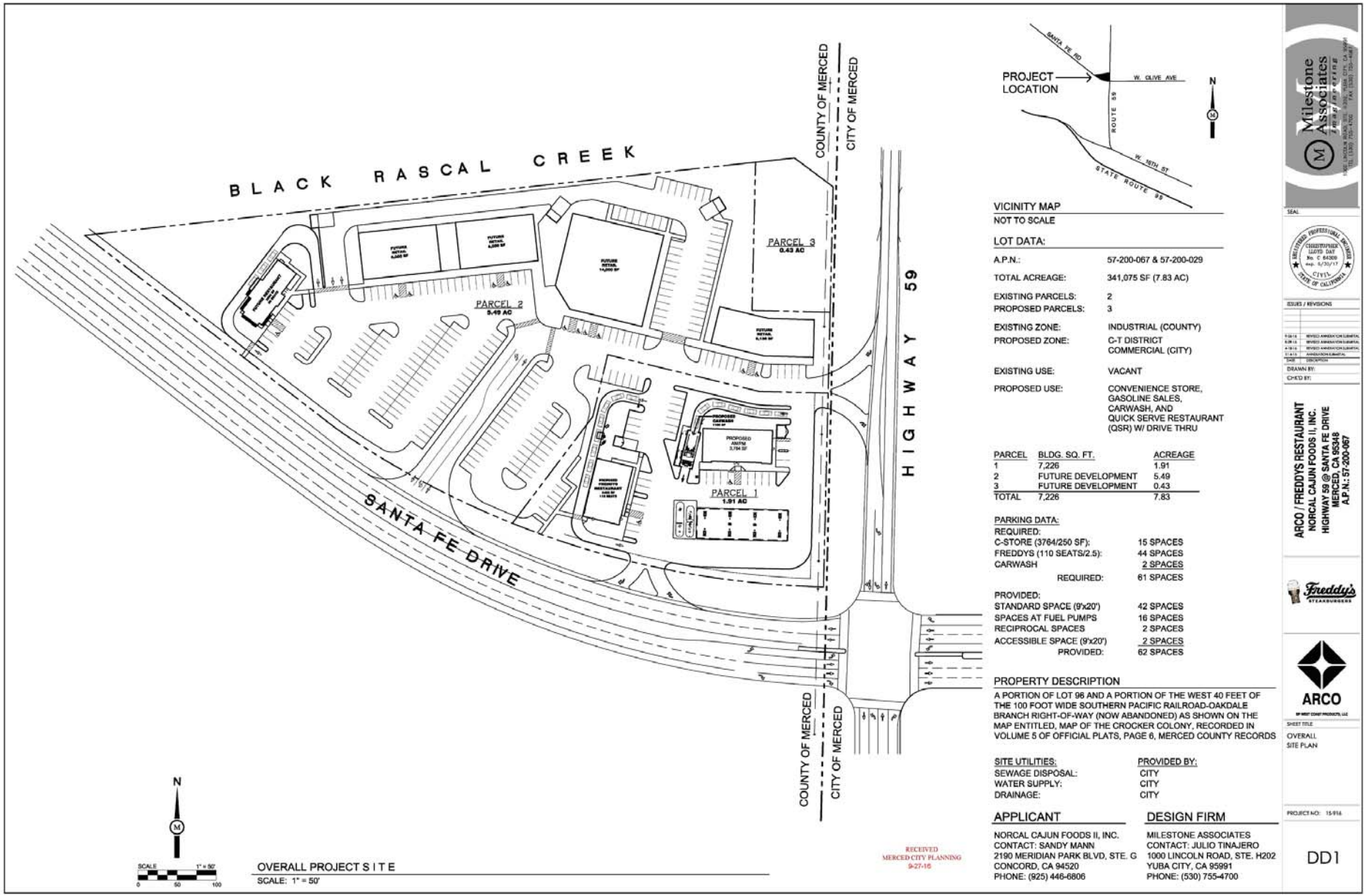


VICINITY MAP

KD Anderson & Associates, Inc.
Transportation Engineers

0780-06 RA 1/3/2018

figure 1



VICINITY MAP
NOT TO SCALE

LOT DATA:

A.P.N.:	57-200-067 & 57-200-029
TOTAL ACREAGE:	341,075 SF (7.83 AC)
EXISTING PARCELS:	2
PROPOSED PARCELS:	3
EXISTING ZONE:	INDUSTRIAL (COUNTY)
PROPOSED ZONE:	C-T DISTRICT COMMERCIAL (CITY)
EXISTING USE:	VACANT
PROPOSED USE:	CONVENIENCE STORE, GASOLINE SALES, CARWASH, AND QUICK SERVE RESTAURANT (QSR) W/ DRIVE THRU

PARCEL	BLDG. SQ. FT.	ACREAGE
1	7,226	1.91
2	FUTURE DEVELOPMENT	5.49
3	FUTURE DEVELOPMENT	0.43
TOTAL	7,226	7.83

PARKING DATA:

REQUIRED:	
C-STORE (3764/250 SF):	15 SPACES
FREDDYS (110 SEATS/2.5):	44 SPACES
CARWASH	2 SPACES
REQUIRED:	61 SPACES
PROVIDED:	
STANDARD SPACE (9'x20')	42 SPACES
SPACES AT FUEL PUMPS	16 SPACES
RECIPROCAL SPACES	2 SPACES
ACCESSIBLE SPACE (9'x20')	2 SPACES
PROVIDED:	62 SPACES

PROPERTY DESCRIPTION

A PORTION OF LOT 98 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD-OAKDALE BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

SITE UTILITIES:	PROVIDED BY:
SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

APPLICANT

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Milestone Associates

ARCO / FREDDYS RESTAURANT
NORCAL CAJUN FOODS II, INC.
HIGHWAY 59 @ SANTA FE DRIVE
MERCED, CA 95348
A.P.N.: 57-200-067

Freddy's Steakburgers

ARCO

SHEET TITLE
OVERALL SITE PLAN

PROJECT NO: 15-916

DD1

SITE PLAN

EXISTING SETTING

This portion of this traffic impact study presents a description of the existing transportation system in the vicinity of the proposed project site.

Study Area - Roadways

The following is a description of roadways that provide access to the proposed SR 59 / Olive Avenue Retail Center project.

State Route 99 (SR 99). SR 99 is the primary north-south route through the San Joaquin Valley and the major point of access to the City of Merced. SR 99 is generally a controlled access freeway with local connections limited to grade separated interchanges. SR 99 has 4 to 6 mainline travel lanes at various locations in Merced County but is a four lane roadway in the immediate area of the proposed project. The speed limit on SR 99 is posted at 65 mph.

The most recent traffic volume counts published by Caltrans reveal an *Annual Average Daily Traffic (AADT)* volume of 59,000 vehicles per day in the area of the project north of the V Street interchange (2015). Trucks comprise roughly 27% of the daily traffic volume on SR 99 in this area.

Four roadways provide regional access to the project.

State Route 59 (SR 59). SR 59 is an important route through Merced County which links the City of Merced with SR 152 at the Madera County line and extends north to the Snelling area of northern Merced County. SR 59 is a Major Arterial in the Merced General Plan (128' ROW). In the vicinity of the proposed project, SR 59 is a two lane conventional highway which is being incrementally widened to a four lane section as adjoining development occurs. Implementation of improvements to SR 59 is constrained by two key physical features. The highway crosses the UPRR at a two lane at-grade crossing roughly midway between the Olive Avenue and Cooper Avenue – Willowbrook Drive intersection. The highway also crosses Rascal Creek on a two lane structure just north of the proposed project. SR 59 is designated an STAA Terminal Access route.

Traffic count information (2015) provided by Caltrans indicates a daily volume of 17,200 AADT in the area between 16th Street and W. Olive Avenue with the volume dropping to 8,700 AADT north of Olive Avenue. Trucks comprise 5% to 6% of the daily traffic volume on SR 59 in this area.

Santa Fe Drive is an east-west Principal Arterial roadway across Merced County that connects the project with the Atwater area to the west. Santa Fe Drive enters Merced County east of Turlock and extends across the northern Atwater area past the project site to an intersection in the City of Merced on State Route 59 at Olive Drive. In the area of the project Santa Fe Drive is a four lane street with a continuous center Two-Way Left-Turn (TWLT) lane. There are no

sidewalks along Santa Fe Drive, but the roadway has paved shoulders. The BN&SF railroad runs parallel to and south of Santa Fe Drive and limits the number of connections to Santa Fe Drive from the south. Today the posted speed limit on Santa Fe Drive is 55 mph.

Olive Avenue. Olive Avenue is a major east-west route through Olive Avenue begins at the SR 59 / Santa Fe Drive intersection and continues easterly beyond the City limits into rural Merced County. In the area of the project W. Olive Avenue is a six lane facility with a raised landscaped median. Sidewalk has been provided along W. Olive Avenue in the commercial area east of the project but is missing in the immediate vicinity of SR 59 where development has not occurred. The posted speed limit on W. Olive Avenue is 45 mph.

16th Street. 16th Street is an element of the City's downtown grid street system running parallel to and north of SR 99. 16th Street originates at on and off ramps from southbound SR 99 about ¾ mile west of the SR 59 intersection and continues easterly to the SR 99 / SR 140 interchange in eastern Merced. SR 59 follows the segment of 16th Street west of V Street. In the area of the project W. 16th Street is a four lane facility. The posted speed limit on W. 16th Street is 40 mph.

Other roadways link the project with Merced neighborhoods.

Yosemite Avenue. Yosemite Avenue is an east-west Major Arterial street that traverses Merced in the area roughly a mile north of Olive Avenue. Today the portion of Yosemite Avenue between SR 59 and San Augustine Avenue is two lanes, but Yosemite Avenue has been widened to a four lane section from San Augustine Avenue easterly. Ultimately, this portion of Yosemite Avenue will be a four lane roadway, but widening is not expected until the property north of Yosemite Avenue is annexed to the city and developed. The posted speed limit on Yosemite Avenue is 45 mph.

Buena Vista Drive. Buena Vista Drive is a two-lane collector street aligned in an east-west direction. Buena Vista Drive extends east from an intersection on SR 59 across R Street to an intersection on M Street in central Merced. Access to Buena Vista Drive is somewhat limited, as commercial properties near SR 59 have driveways on Buena Vista Drive, but only public street intersections are permitted in the area between the project and R Street. The posted speed limit is 35 mph. Buena Vista Drive is designated a *Primary Emergency Response Route* in the City's Neighborhood Traffic Calming Guidelines.

Cooper Avenue. Cooper Avenue is a local two-lane collector street that provides access to the City's industrial area west of SR 59 and north of SR 99. Cooper Avenue intersects SR 59 roughly 1,000 feet south of W. Olive Avenue and continues westerly for about a mile to an intersection on Ashby Road. The posted speed limit on Cooper Avenue is 40 mph.

Willowbrook Drive. Willowbrook Drive is a two lane local street that extends east from the SR 59 / Cooper Avenue intersection to provide access to the residential area between SR 59 and Bear Creek. A prima facie 25 mph speed limit exists on Willowbrook Drive.

Loughborough Drive. Loughborough Drive is a two lane street that provides access to the retail commercial area south of W. Olive Avenue and continues to the northeast parallel to W. Olive Avenue to M Street. The portion of Loughborough Drive north of W. Olive Avenue is designated a collector street. The posted speed limit is 30 mph.

Austin Avenue. Austin Avenue is a local street that extends north and south from W. Olive Avenue to provide access to existing retail commercial and residential areas.

Study Area - Intersections

The quality of traffic flow is typically governed by the operation of major intersections. Based on direction from City and Caltrans staff seven (7) existing intersections were analyzed for this traffic study. The locations of the study intersections are shown on Figure 3. The study area will also include the project's three driveways that do not exist today.

1. SR 59 / Yosemite Avenue –Traffic Signal
2. SR 59 / Buena Vista Drive – Traffic Signal
3. SR 59 / Santa Fe Drive / W. Olive Avenue – Traffic Signal
4. W. Olive Avenue / Loughborough Drive – Traffic Signal
5. W. Olive Avenue / Austin Avenue – Traffic Signal
6. SR 59 / Cooper Avenue / Willowbrook Drive – Traffic Signal
7. SR 59 / W. 16th Street – All-Way Stop

The geometric configuration of each intersection and its traffic controls are described in the text which follows. Pending improvement projects currently being pursued by the City of Merced and Caltrans and are reasonably certain to be completed when the proposed project opens are also described. These improvement projects have been assumed in subsequent analysis of current traffic conditions

The **SR 59 / Yosemite Avenue intersection** is a "tee" controlled by a traffic signal. The intersection is configured with separate left turn lanes on each approach, and the northbound SR 59 approach and westbound Yosemite Avenue approach have separate right turn lanes. Crosswalks are striped across the northern and eastern legs of the intersection.

The **SR 59 / Buena Vista Drive intersection** is a "tee" controlled by a traffic signal. The intersection is configured with a separate southbound left turn lane and a separate northbound right turn lane. The westbound Buena Vista Drive approach is striped as a single lane but is generally wide enough to allow right turns around the queue of traffic waiting to turn left. Crosswalks are striped across the north and east legs of the intersection.

The **SR 59 / Santa Fe Drive / W. Olive Avenue intersection** is controlled by a traffic signal, and Caltrans is currently preparing plans for a safety improvement project at the intersect. Each approach has separate left turn lanes, and the pending Caltrans project will lengthen the eastbound Santa Fe Drive left turn lane. The northbound, westbound and eastbound approaches

have separate right turn lanes, and the Caltrans safety project will add a southbound right turn lane as well. Today crosswalks exist on all four legs of the intersection, and the Caltrans safety project will provide landing pads and detectable warning surface incorporated into the shoulder area for pedestrians/bicyclists.

The **W. Olive Avenue / Loughborough Drive intersection** is controlled by a traffic signal. The intersection has separate left turn lanes on each approach, and the northbound Loughborough Drive approach also provide a combined left turn and through lane. The eastbound W. Olive Avenue and northbound Loughborough Drive approaches have separate right turn lanes. Crosswalks are striped across all four legs of the intersection.

The **W. Olive Avenue / Austin Avenue intersection** is controlled by a traffic signal. The intersection has separate left turn lanes on each approach, and the eastbound W. Olive Avenue has a separate right turn lane. Crosswalks are striped across all four legs of the intersection.

The **SR 59 / Cooper Avenue / Willowbrook Drive intersection** is controlled by a traffic signal. This intersection has been widened to provide two through southbound lanes on SR 59, although these lanes do not extend to adjoining signalized intersections. Each approach has a separate left turn and right turn lane. Crosswalks are striped on all four legs of the intersection.

Today the **SR 59 / W. 16th Street intersection** is controlled by an all-way stop, but the pending City of Merced improvements project will reconfigure the intersection and install a traffic signal. Today the southbound SR 59 approach has as short right turn lane, and that lane will be lengthened with the improvement project. The westbound W. 16th Street approach has two through lanes and a separate right turn lane, and a longer merging area for the right turn lane will be provided on SR 59. The eastbound W. 16th Street approach will continue to include a through lane and separate left turn lane. Crosswalks do not exist at the intersection today, but will be provided with the safety project.

Level of Service Analysis Procedures

Level of Service (LOS) analysis provides a basis for describing existing traffic conditions and for evaluating the significance of project traffic impacts. Level of Service measures the quality of traffic flow and is represented by letter designations from A to F, with a grade of A referring to the best conditions, and F representing the worst conditions. The characteristics associated with the various LOS for intersections are presented in Table 1.

TABLE 1 LEVEL OF SERVICE DEFINITIONS		
Level of Service	**Signalized Intersection**	**Unsignalized Intersection**
A	Uncongested operations, all queues clear in a single-signal cycle. Delay ≤ 10.0 sec	Little or no delay. Delay ≤ 10 sec/vehicle
B	Uncongested operations, all queues clear in a single cycle. Delay > 10.0 sec and ≤ 20.0 sec	Short traffic delays. Delay > 10 sec/vehicle and ≤ 15 sec/vehicle
C	Light congestion, occasional backups on critical approaches. Delay > 20.0 sec and ≤ 35.0 sec	Average traffic delays. Delay > 15 sec/vehicle and ≤ 25 sec/vehicle
D	Significant congestions of critical approaches but intersection functional. Cars required to wait through more than one cycle during short peaks. No long queues formed. Delay > 35.0 sec and ≤ 55.0 sec	Long traffic delays. Delay > 25 sec/vehicle and ≤ 35 sec/vehicle
E	Severe congestion with some long standing queues on critical approaches. Blockage of intersection may occur if traffic signal does not provide for protected turning movements. Traffic queue may block nearby intersection(s) upstream of critical approach(es). Delay > 55.0 sec and ≤ 80.0 sec	Very long traffic delays, failure, extreme congestion. Delay > 35 sec/vehicle and ≤ 50 sec/vehicle
F	Total breakdown, stop-and-go operation. Delay > 80.0 sec	Intersection blocked by external causes. Delay > 50 sec/vehicle
Source: Transportation Research Board 2010.		

Intersection Level of Service Methodology. Intersection Level of Service was calculated for this traffic impact study using the methodology contained in the *Highway Capacity Manual 2010* (Transportation Research Board 2010) (HCM 2010) using Synchro 9.0 software. HCM techniques identify the average length of delays and use that information to determine the operating Level of Service. An overall average delay and Level of Service is determined for intersections controlled by traffic signals or all-way stops. At locations controlled by side street stops, delays can be determined for each movement that must yield the right of way, and the "worst case" delay is employed for analysis.

Roadway Segment Level of Service Methodology. The Merced General Plan presents daily traffic volume Level of Service thresholds than can be employed on a planning level basis (GP Table 4.3), and these values are presented in Table 2.

TABLE 2 LEVEL OF SERVICE THRESHOLDS FOR ROADWAY SEGMENTS					
	Daily Roadway Segment Level of Service Thresholds				
Roadway Type	**LOS A**	**LOS B**	**LOS C**	**LOS D**	**LOS E**
6 lane Freeway	25,900	42,600	57,800	68,400	76,000
4 lane Freeway	40,000	65,800	89,200	105,600	117,400
2 lane Arterial	-	-	11,600	16,000	16,800
4 lane Arterial	-	4,100	26,800	33,700	35,400
6 lane Arterial	-	6,600	41,800	50,700	53,200
2 lane Collector	-	-	4,800	10,300	13,200
4 lane Collector		-	11,300	22,200	26,400

Standards of Significance. The methods employed to determine the significance of Level of Service are noted in the General Plan and in Merced's traffic study guidelines.

Implementing Action T-1.8.b of the *Merced Vision 2030 General Plan* (City of Merced 2010) establishes an acceptable LOS of D for intersections and roadways. Action T-1.8.b states:

> "1.8.b Use peak-hour Level of Service "D" ("Tolerable Delays") as the design standard for new streets and intersections in new growth areas.
>
> "The preferred LOS levels are typically "C" and "D," particularly for larger roads and major intersections. With LOS C the road provides stable operation but is still underutilized to some degree. LOS D represents a fine balance between the relatively large number of vehicles served and the generally acceptable level of service provided. It is the intent of the City's standards and policies for new and most upgraded intersections and road segments to be designed and built so as not to drop below LOS D ("tolerable delay") during peak traffic periods."

Therefore, in this traffic impact study, LOS A through D are considered acceptable for signalized intersections, while LOS E and F are unacceptable.

At two-way stop-sign-controlled intersections (or one-way stop T intersections), Level of Service can be calculated for each movement where motorists yield the right of way, as well as for the intersection as a whole. Significance is based on the length of the average delay experienced by motorists on the worst case movement, which is typically a left turn made from the stop-sign-controlled approach to the intersection. It should be noted that overall intersection average LOS at un-signalized intersections is better, often much better, than LOS on the worst single movement.

Under City of Merced guidelines, however, a poor "worst case" LOS is not necessarily significant unless the intersection also carries traffic volumes which satisfy **peak hour traffic signal warrant** requirements. Traffic signal warrants are a series of several standards which provide guidelines for determining if a traffic signal is appropriate. Signal warrant analyses are

typically conducted at intersections of uncontrolled major streets and stop sign-controlled minor streets. If one or more signal warrants are met, signalization of the intersection may be appropriate. However, a signal should not be installed if none of the warrants are met, since the installation of signals would increase delays on the previously-uncontrolled major street, and may increase the occurrence of particular types of accidents.

Consistent with the California Environmental Quality Act (CEQA), the City will use the traffic study to determine the project's impact to two broad CEQA checklist topics: (1) substantial increases in traffic; and (2) changes to level-of-service. Each of these broad categories have distinct thresholds of significance (described below) and are to be utilized in the traffic study.

1. Topic: Substantial Increase in Traffic Levels

A. Arterial Level Road: The threshold of significance is a project ADT contribution equal or greater than 5% of the current ADT for an "arterial roadway" that is, or will be, operating at an unacceptable LOS "E" or "F".
B. Collector Level Road: The threshold of significance is an amount where the Project contributes more than 20% of the current ADT on roads carrying at least 3,000 ADT. Thus, a significant impact would occur if a Project adds 601 ADT to a collector road that currently has 3,000 ADT. [3,000(.20)]

2. Topic: Change in Level of Service (LOS) Rating

Merced Vision 2015 General Plan Policy T-1.8 states: Use A Minimum Peak Hour Level of Service (LOS) "D" As a Design Objective for All New Streets in New Growth Areas and for Most Existing City Streets Except Under Special Circumstances. *To implement this Policy, the City focuses on four different street system categories, each described in greater detail below: (A) roadways; (B) signalized intersections; (C) un-signalized intersections; and (D) roads within established neighborhoods.*

A. Roadways and Signalized Intersections: *Merced Vision 2015 General Plan,* Implementing Action T-1.8.b, establishes an acceptable LOS of "D" for intersection and roadway operations.

1.8.b Use peak-hour Level of Service "D" ("Tolerable Delays") as the design standard for new streets and intersections in new growth areas.

The preferred LOS levels are typically "C" and "D," particularly for larger roads and major intersections. With LOS C the road provides stable operation but is still underutilized to some degree. LOS D represents a fine balance between the relatively large number of vehicles served and the generally acceptable level of service provided. It is the intent of the City's standards and policies for new and most upgraded intersections and road segments to be designed and built so as not to drop below LOS D ("tolerable delay") during peak traffic periods.

Existing Traffic Conditions and Levels of Service

Traffic count data for the weekday a.m. and p.m. peak hours, as well as 24 hour weekday counts were collected for this traffic impact study at the existing study intersections on March 26, 2017 and on roadway segments on March 28, 2017. Weekday counts were conducted when local schools were in session. Count data were collected in 15-minute intervals for the period from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. on weekdays and from noon to 2:00 p.m. on Saturdays. The contiguous one-hour period within each period with the highest volumes was used in this traffic impact study as the peak hour. Figure 3 presents the existing lane configurations and existing a.m. and p.m. peak hour traffic volumes at the existing study intersections.

The extent to which traffic within the hour was concentrated into any particular 15 minute period was determined based on the *Peak Hour Factor (PHF)* at each intersection. The observed PHF was incorporated into the LOS analysis to address the specific peaking characteristics of traffic near area schools, but in each case a maximum PHF of 0.92 was used.

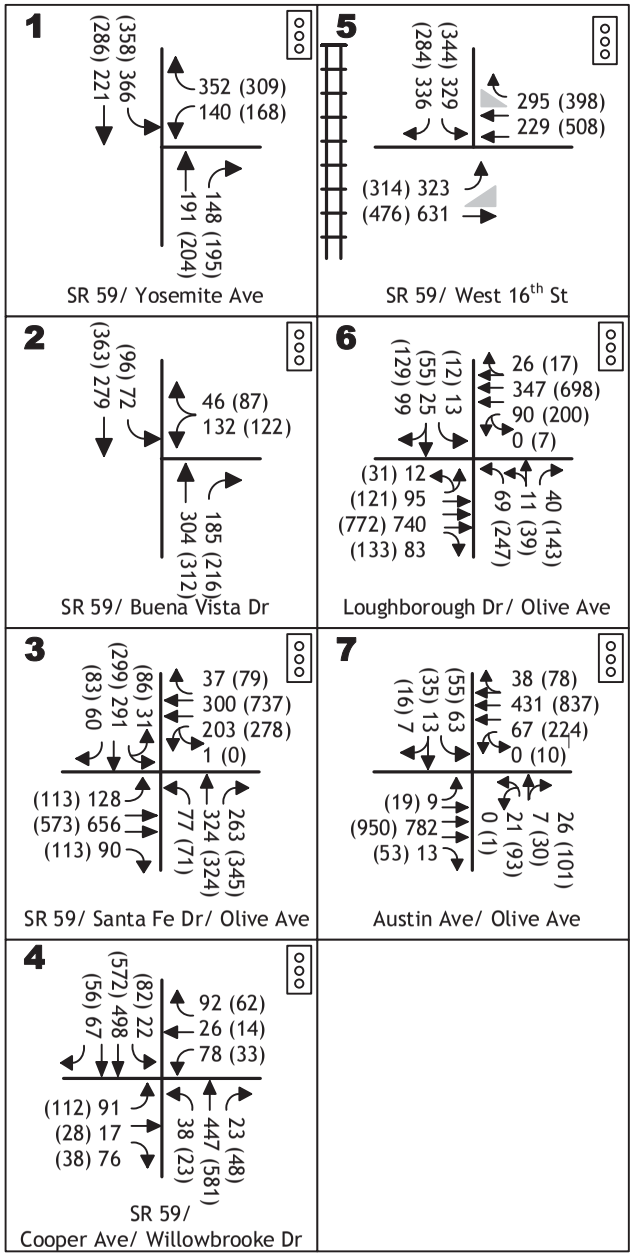
Intersection Levels of Service. Table 3 presents existing a.m. peak hour and p.m. peak hour LOS at the existing study intersections. The worksheets presenting the calculation of LOS and signal warrants under all development conditions including Existing Conditions are included in the Appendix. As indicated, all intersections operate at acceptable LOS (i.e., LOS D or better) during all three time periods.

TABLE 3
EXISTING PEAK HOUR LEVELS OF SERVICE

#	Intersection	Control	AM Peak Hour		PM Peak Hour	
			Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS
1	SR 59 / Yosemite Ave	Signal	20.7	C	21.8	C
2	SR 59 / Buena Vista Dr	Signal	8.8	A	12.0	B
3	SR 59 / Santa Fe Dr / W. Olive Ave	Signal	24.8	C	37.6	D
4	SR 59 / Cooper Ave / Willowbrook Dr	Signal	15.0	B	18.3	B
5	SR 59 / W. 16th Street	Signal*	15.1	B	21.1	B
6	W. Olive Ave / Loughborough Dr	Signal	14.6	B	27.5	C
7	W. Olive Ave / Austin Ave	Signal	7.4	A	16.2	B

BOLD values are Levels of Service in excess of LOS D.





EXISTING TRAFFIC VOLUMES AND LANE CONFIGURATIONS

KD Anderson & Associates, Inc.
Transportation Engineers

Roadway Segments. Table 4 identifies 2017 daily traffic volumes on study area roadways as well as the applicable Level of Service based on Merced General Plan thresholds. As indicated, the two lane segments of SR from the W. 16th Street intersection to W. Olive Avenue carry volumes that are indicative of LOS F conditions. This exceeds the City's minimum LOS D standard. All other roadways carry traffic volumes that indicate LOS D or better conditions.

TABLE 4
EXISTING ROADWAY SEGMENTS VOLUMES AND LEVELS OF SERVICE

Street	from	To	Classification	Daily Volume	LOS
SR 59	Buena Vista Dr	W. Olive Ave	2 lane Arterial	13,739	D
	W. Olive Ave	NB & SF RR	2 lane Arterial	21,954	F
	BN&SF RR	W 16th Street	2 lane Arterial	20,462	F
Santa Fe Drive	Beachwood Dr	SR 59	4 lane Arterial	19,733	C
W. Olive Ave	SR 59	Loughborough Dr	6 lane Arterial	25,131	C

Alternative Transportation Modes

The section which follows describes existing and planned facilities for pedestrians, bicyclists and transit riders in the area of the proposed project.

Pedestrians. Sidewalks are generally absent along rural Merced County roads but are constructed as properties are annexed into the City of Merced and developed. The text which follows notes the availability of pedestrian facilities in the study area.

To the south along SR 59 no pedestrian facilities exist on the west side of SR 59 in the area from the Santa Fe Drive across the BN&SF railroad to Cooper Avenue, and no shoulder is available in some areas. A separated bike path exists on the east side of SR 59 and that facility extends to the BN&SF crossing. Sidewalk begins south of the railroad crossing.

No sidewalk exists immediately east of SR 59 along W. Olive Avenue. Pedestrians typically walk off the roadway on and unimproved paths have been worn in this area. Sidewalks exist on W. Olive Avenue starting roughly 300 feet east of SR 59.

To the north the bike path extends on the east side of SR 59 from W. Olive Avenue to Rascal Creek, and the path continues to the east along the creek. No facilities exist on the creek crossing or in the area north of the creek for roughly 1,000 feet to the point where sidewalk was installed with commercial property at the Buena Vista Drive intersection.

There are no dedicated facilities on Santa Fe Drive and pedestrians use the paved shoulders.

Bicycles. The City of Merced General Plan includes the Bicycle Master Plan which identifies existing and planned facilities. Bicycle facilities are divided into three classes:

- Class I (Bike Paths or Trails) which are a completely separate right-of way designated for the exclusive use of bicycles and pedestrians.
- Class II (Bike Lanes) which provide restricted right-of-way on the street for the exclusive or semi-exclusive use of bicycles.
- Class III (Bike Routes) where bicycles are encouraged but bike lanes are not provided and motor vehicles and bicyclists share the right of way.

Today Class I facilities exist along the east side of SR 59 from the BNSF crossing to Black Rascal Creek.

The Merced 2013 Bicycle Transportation Plan and General Plan indicates that Class II lanes are to be created on SR 59 from W. 16th Street to W. Olive Avenue, but none exist today in this area.

Transit. The City of Merced is served by a local public bus system, inter-regional private bus companies, and private taxi-cabs, as well as rail and air passenger services that are both dealt with under separate headings. The public bus system, created in 1974, served the community as the Merced Transit System (MTS)/City Shuttle for more than two decades. Its primary goal over time remained to serve senior citizens, low-income people and the disabled, even as the system expanded. Originally created solely as a demand responsive Dial-A-Ride operation, the service extended as time passed to include a number of fixed routes within the City.

Today Route M1 – Merced West serves the area of the proposed project. This route originates at the downtown Transportation Center on 16th Street and extends north on SR 59 beyond the project site to a stop on Buena Vista Drive (refer to map in Appendix). M1 runs from 6:30 a.m. to 8:00 p.m. Monday thru Friday on roughly ½ hour headways. The route runs from 8:30 a.m. to 6:00 p.m. Saturday and Sunday.

Route M6 – Olive Loops follows Olive Drive as far west as the Loughborough Drive intersection roughly ¼ mile east of the project. M6 runs from 7:15 a.m. to 8:00 p.m. Monday thru Friday on roughly ½ hour headways. The route runs from 8:45 a.m. to 5:00 p.m. Saturday and Sunday.

Intersection Queuing. The feasibility of project access is linked to the length of southbound queues on SR 59 approaching the Santa Fe Drive – W. Olive Avenue intersection. Caltrans staff has noted that if the queue of southbound through traffic regularly extends beyond the project driveway, then it would be difficult to leave the site and use the southbound left turn lane to reach W. Olive Avenue.

The length of peak period queues has been estimated as a byproduct of the Level of Service analysis, and the results are presented in Table 5. These calculations assume that the pending Caltrans safety improvements project has been installed and that a southbound right turn lane is available.

TABLE 5
ESTIMATED EXISTING SOUTHBOUND PEAK HOUR QUEUES

Approach	Lane	AM Peak Hour		PM Peak Hour	
		Volume	95th % Queue (feet)	Volume	95th % Queue (feet)
Southbound	Left turn	31	53	86	117
	Through	291	263	299	276
	Right turn	60	<25	83	<25

PROJECT CHARACTERISTICS

Project Use / Access Characteristics

The SR 59 / Olive Avenue Retail Center plan includes a variety of convenience oriented retail land uses. The development plan includes three points of access that are also evaluated in this analysis.

Trip Generation Rates. The number of vehicle trips that are expected to be generated by development of the proposed project has been estimated using trip generation rates based on the nature and size of project land uses. Data compiled by the Institute of Transportation Engineers (ITE) and presented in the publication *Trip Generation, 9th Edition* (Institute of Transportation Engineers 2012) is the source of trip generation rates for the uses within the proposed project. The trip generation rates used in this analysis are presented in Table 6.

A conservative approach has been taken to estimate project trip generation which yields a "worst case" assessment. As indicated, available rates have been employed for those areas with a specific land use designation, including those areas designated for food services, gasoline sales, and pharmacy. Those areas broadly designated as "retail" have been assigned trip generation rates based on the average rates from the ITE "Shopping Center" land use category 820.

Trip Generation Forecasts. Table 7 identifies the results of applying the identified trip generation rates to the land use inventory. A portion of these trips would likely be made between uses on the site, but to provide a "worst case" evaluation no internal capture has been assumed. Similarly, many of the trips associated with retail uses are typically drawn from the stream of background traffic passing the site as part of another trip. Table 7 identifies the typical share of the trips associated with various retail uses. After discount for "pass-by" trips the project could be expected to result in 4,040 net new trips on a daily basis, with 300 new trips in the a.m. peak hour and 320 new trips in the p.m. peak hour.

TABLE 6
TRIP GENERATION RATES FOR SR 59 / OLIVE RETAIL CENTER

ITE Code	Description	Quantity	Trips per Unit						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
820	General Retail	ksf	42.70	62%	38%	0.96	48%	52%	3.71
880	Pharmacy without Drive thru window	ksf	90.06	65%	35%	2.94	49%	51%	8.40
934	Fast Food Restaurant with Drive thru	ksf	496.12	51%	49%	45.42	52%	48%	32.65
938	Coffee / Donut Shop with Drive thru and No Indoor Seating	ksf	2000.00	50%	50%	337.04	50%	50%	83.33
946	Gasoline / Service Station with C store and Car Wash	fueling position	152.84	51%	49%	11.84	51%	49%	13.86

TABLE 7
TRIP GENERATION FORECASTS FOR SR 59 / OLIVE RETAIL CENTER

ITE Code	Description	Quantity	Trips per Unit						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Phase 1: Gasoline with C Store and Car Wash plus Fast Food and Coffee / Kiosk									
946	*Gasoline with C Store and Car Wash*	16 positions	2,445	97	92	189	113	109	222
	Pass-by (56% daily, 62% a.m., 56% p.m.)		1,369	60	57	117	63	61	124
	Net New Trips		**1,076**	**37**	**35**	**72**	**50**	**48**	**98**
826	*Fast Food with Drive Thru*	3.46 ksf	1,717	80	77	157	59	54	113
	Pass-by (50% daily and p.m., 49% a.m.)		858	39	38	77	29	27	56
	Net New Trips		**859**	**41**	**39**	**80**	**30**	**27**	**51**
938	*Coffee / Donut Shop with Drive thru and No Indoor Seating*	*0.824 ksf*	1,648	139	139	278	35	34	69
	Pass-by (89%)		1,467	124	123	247	31	30	61
	Net New Trips		**181**	**15**	**16**	**31**	**4**	**4**	**8**
	Phase 1 Total Net New Trips		**1,116** **~~1,935~~**	**93** **~~78~~**	**90** **~~74~~**	**183** **~~152~~**	**84** **~~80~~**	**79** **~~75~~**	**163** **~~155~~**
Phase 2: Pharmacy, Fast Food and Retail									
826	*General Retail*	18.2 ksf	777	11	6	17	32	36	68
	Pass-by (15% daily and p.m.)		116	2	0	2	5	5	9
	Net New Trips		**661**	**8**	**5**	**13**	**27**	**31**	**58**
934	*Fast Food Restaurant with Drive Thru*	2.7 ksf	1,340	63	60	123	46	42	88
	Pass-by (50% daily and p.m., 49% a.m.)		670	31	29	60	23	21	44
	Net New Trips		**670**	**32**	**31**	**63**	**23**	**21**	**44**
880	*Pharmacy without Drive Thru*	14.0 ksf	1,261	27	14	41	58	60	118
	Pass-by (53% daily and p.m.)		668	0	0	0	31	32	63
	Net New Trips		**593**	**27**	**14**	**41**	**27**	**28**	**55**
	Phase 2 Total Net New Trips		**1,924**	**67**	**50**	**117**	**77**	**80**	**157**
PROJECT TOTAL NET NEW TRIPS			**4,040** **~~3,859~~**	**160** **~~145~~**	**140** **~~124~~**	**300** **~~269~~**	**161** **~~157~~**	**159** **~~155~~**	**320** **~~312~~**

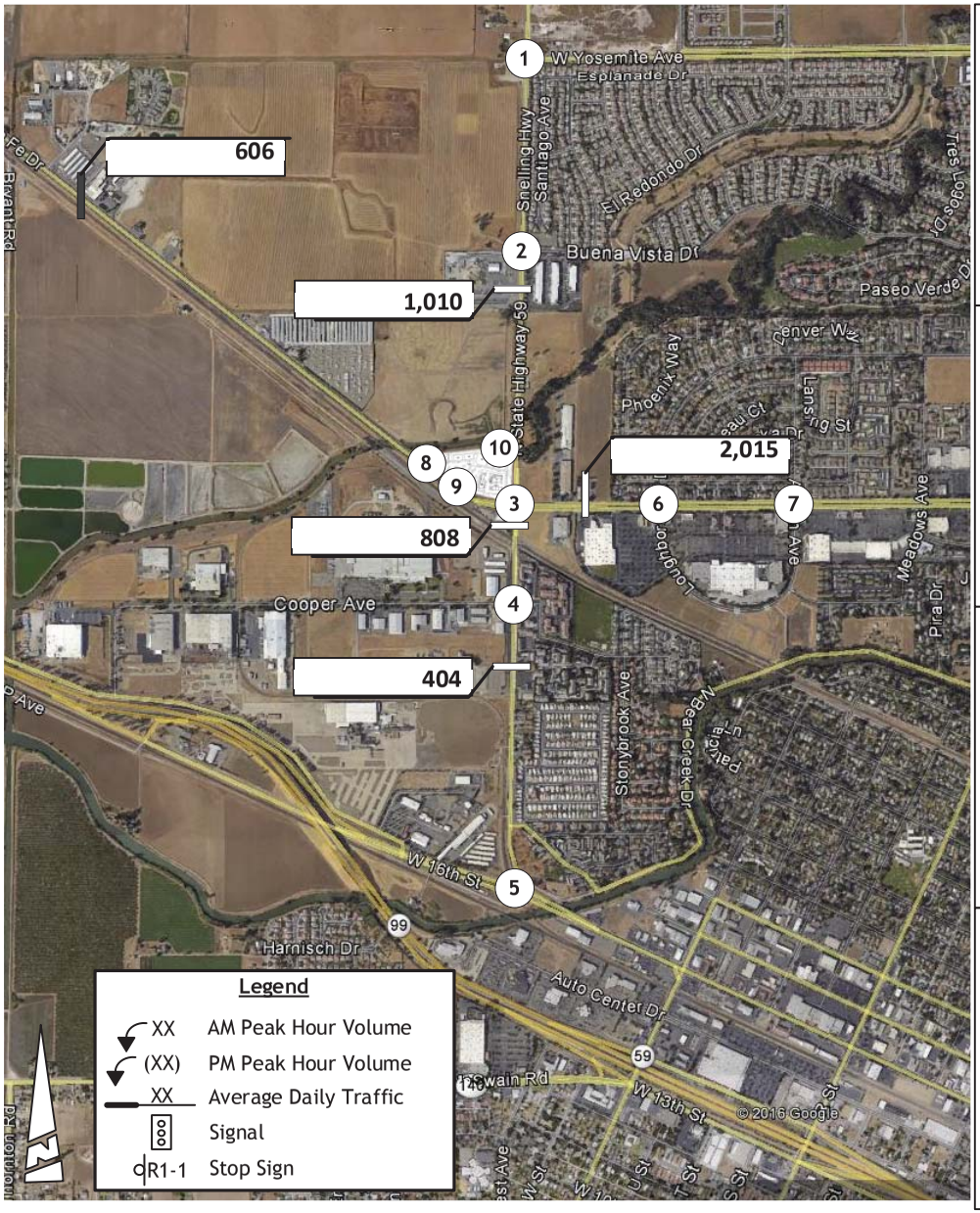
Trip Distribution. The geographic distribution of vehicle trips associated with the proposed project has been determined from review of select zone analysis results from the MCAG regional travel demand forecasting model, consideration of the nature of land uses in each area and consideration of current travel patterns. Table 8 indicates the directional allocation of new trips.

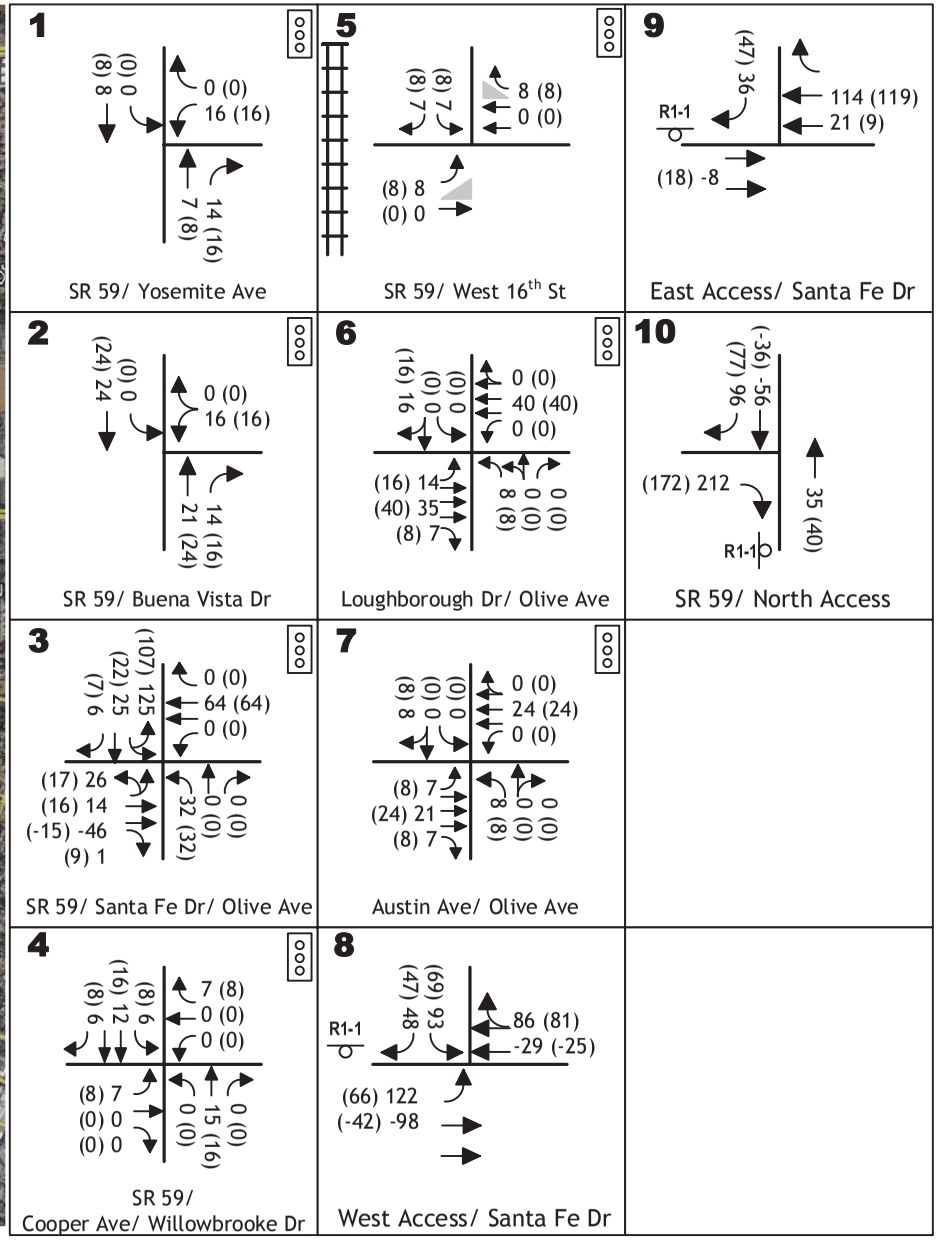
TABLE 8
SR 59 / OLIVE AVENUE RETAIL CENTER COMMERCIAL USES
TRIP DISTRIBUTION ASSUMPTIONS

Direction	**Route**	**Percentage of Total Trips**	
New Trips			
North	SR 59 beyond Yosemite Avenue	5%	
	Yosemite Avenue east of SR 59	10%	
	Buena Vista Drive east of SR 59	10%	
East	W. Olive Avenue beyond Austin Avenue	15%	
	Loughborough Drive off of W. Olive Avenue	15%	
	Austin Avenue off of W. Olive Avenue	10%	
West	Santa Fe Drive west of SR 59	15%	
South	W. 16th Street beyond SR 59	10%	
	Cooper Avenue west of SR 59	5%	
	Willowbrook Drive east of SR 59	5%	
Total		100%	
Pass By Trips			
Direction		**AM Peak Hour**	**PM Peak Hour**
Southbound on SR 59		23%	22%
Westbound on Santa Fe Drive		26%	41%
Eastbound on Santa Fe Drive		52%	37%

Pass-by trips were assigned in proportion to the volume of traffic passing along the site, and the shares may vary based on time of day. The share drawn from each stream is also presented in Table 8.

Trip Assignment. Figure 4 illustrates "project only" trips through study area intersections and at project driveways under the distribution percentages noted above with access as proposed.





PROJECT ONLY TRAFFIC VOLUMES AND LANE CONFIGURATIONS

Project Improvements. The project will install frontage improvements along SR 59 and Santa Fe Drive as required by the City and Caltrans in a manner that is consistent with Caltrans' pending safety improvement project. All work conducted in the state right of way will require an encroachment permit form Caltrans. The SR 59 access will be limited to right turns only, and a raised island will be constructed in the driveway to preclude left turns. To accommodate access the southbound right turn lane being constructed by Caltrans will be extended by the project proponents as far north towards Black Rascal Creek as is possible.

On Santa Fe Avenue the eastern access will be limited to right turns only. A painted center median is being installed by Caltrans, and precluding left turns will require either a raised median or a specific feature in the driveway. This driveway will be preceded by a right turn deceleration lane or taper as required by the City. Full access is planned at the western access, and the driveway is planned to be west of the end of the striped median being installed by Caltrans. The existing striped median will be reconfigured to provide an eastbound left turn lane at the project access. A right turn deceleration lane or taper will be installed at this driveway.

The project will also install frontage improvements typically required by the City of Merced, including sidewalks.

Truck Access – Proposed Project. Retail businesses attract truck traffic to stock stores and supply restaurants, and in the case of gasoline sales fuel trucks will visit the site regularly. Trucks typically stage in aisles in front of fast food restaurants and small trucks will unload at the rear of retail stores. The project driveways will be designed to accommodate the turning requirements of full size trucks. It is likely that fuel trucks traveling to and from the site via SR 99 will enter from by turning right from Santa Fe Drive and exit onto southbound SR 59. However, trucks can be accommodated at all driveways.

EXISTING PLUS SR 59 / OLIVE AVENUE RETAIL CENTER CONDITIONS

This analysis scenario assumes that the SR 59 / Olive Avenue Retail Center project is fully developed.

Traffic Volumes

Existing Plus Project Traffic Volumes. Figure 5 presents resulting a.m. and p.m. peak hour volumes assuming the project is built out with access as proposed.

Intersection Level of Service

Table 9 present the a.m. and p.m. peak hour Level of Service at each study intersection under Existing Plus Project conditions with access as proposed. As indicated projected Levels of Service at off-site intersections will fall within the LOS D minimum established by the City of Merced. Thus, the project's impact is not significant and no mitigation based on Level of Service is required at off-site locations.

Motorists waiting to turn onto Santa Fe Drive from the projects **Western Access** will experience delays that are indicative of LOS E in the a.m. peak hour and LOS F conditions in the p.m. peak hour, which exceed the LOS D minimum. Options to improve the Level of Service included:

1. *Reconfigure Santa Fe Drive to provide a Two-Way Left Turn Lane (TWLT) lane in the area between the access and the eastbound left turn lane approaching the SR 59 intersection.* This might be accomplished by moving the driveway to the west to create space for the TWLT lane or by leaving the driveway at the proposed location and modifying the SR 59 / Santa Fe Drive intersection to provide shorter dual left turn lanes and space for the TWLT lane. The later concept would however, require two northbound lanes on SR 59 north of the Santa Fe Drive intersection to received dual left turns, or.
2. *Install a traffic signal at the western access.* While a traffic signal could deliver an adequate Level of Service, the feasibility of another signal in relatively close proximity to the signalized SR 59 intersection is questionable, or.
3. *Prohibit outbound left turns.* The approach Level of Service would be improved if outbound left turns onto eastbound Santa Fe Drive were prohibited. However, this action would divert southbound traffic to the project's SR 59 driveway which would be undesirable, as noted in the discussion of queueing which follows.

Southbound SR 59 Queues

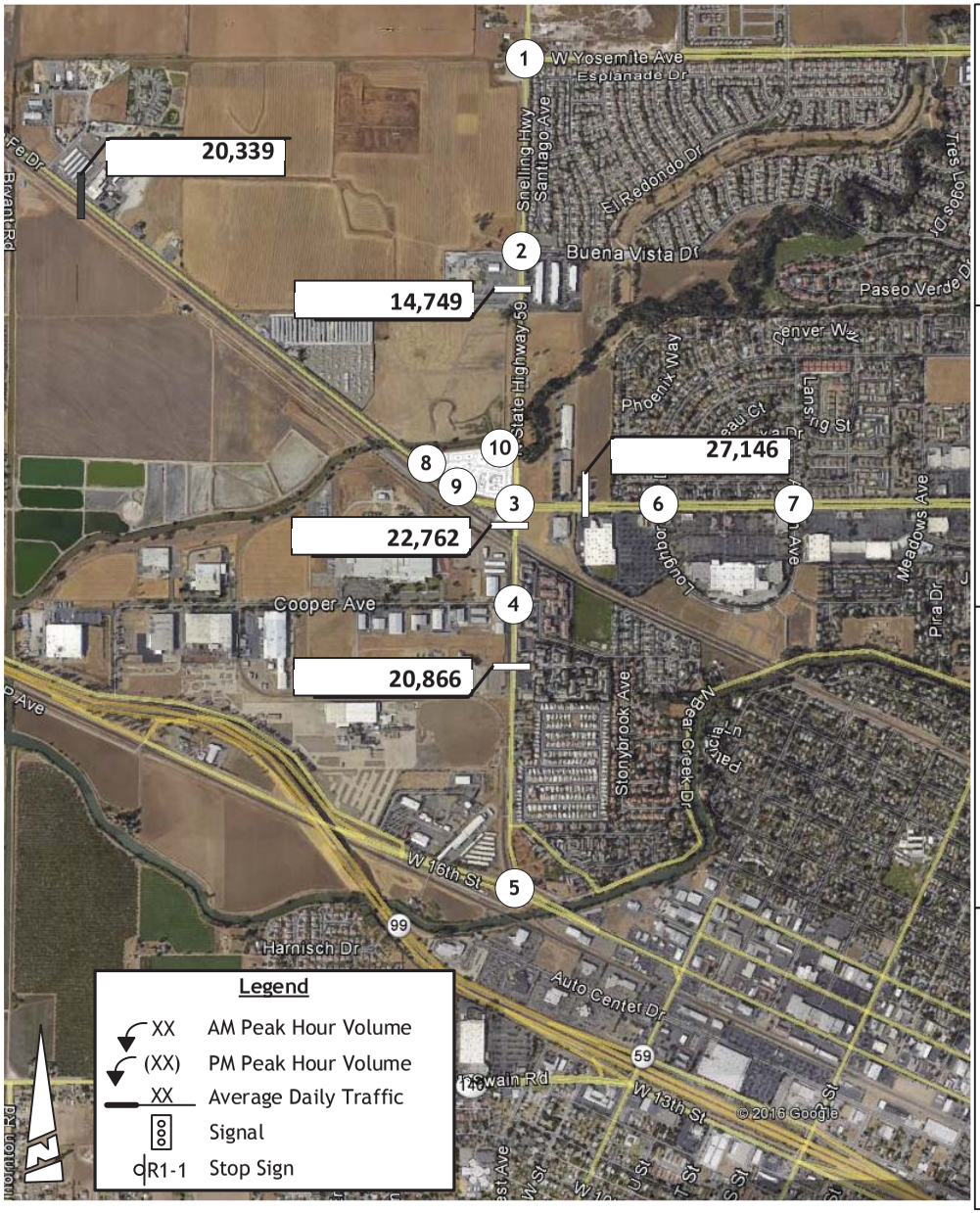
Table 10 compares current southbound queues with those that would be expected if the proposed project is completed. As shown the peak period queues on southbound SR 59 will extend beyond the proposed driveway. As a result, there will be occasions when outbound motorists waiting to turn onto SR 59 will find their path blocked. As in most locations near major intersections these motorists would have to wait through a portion of the traffic signal cycle until

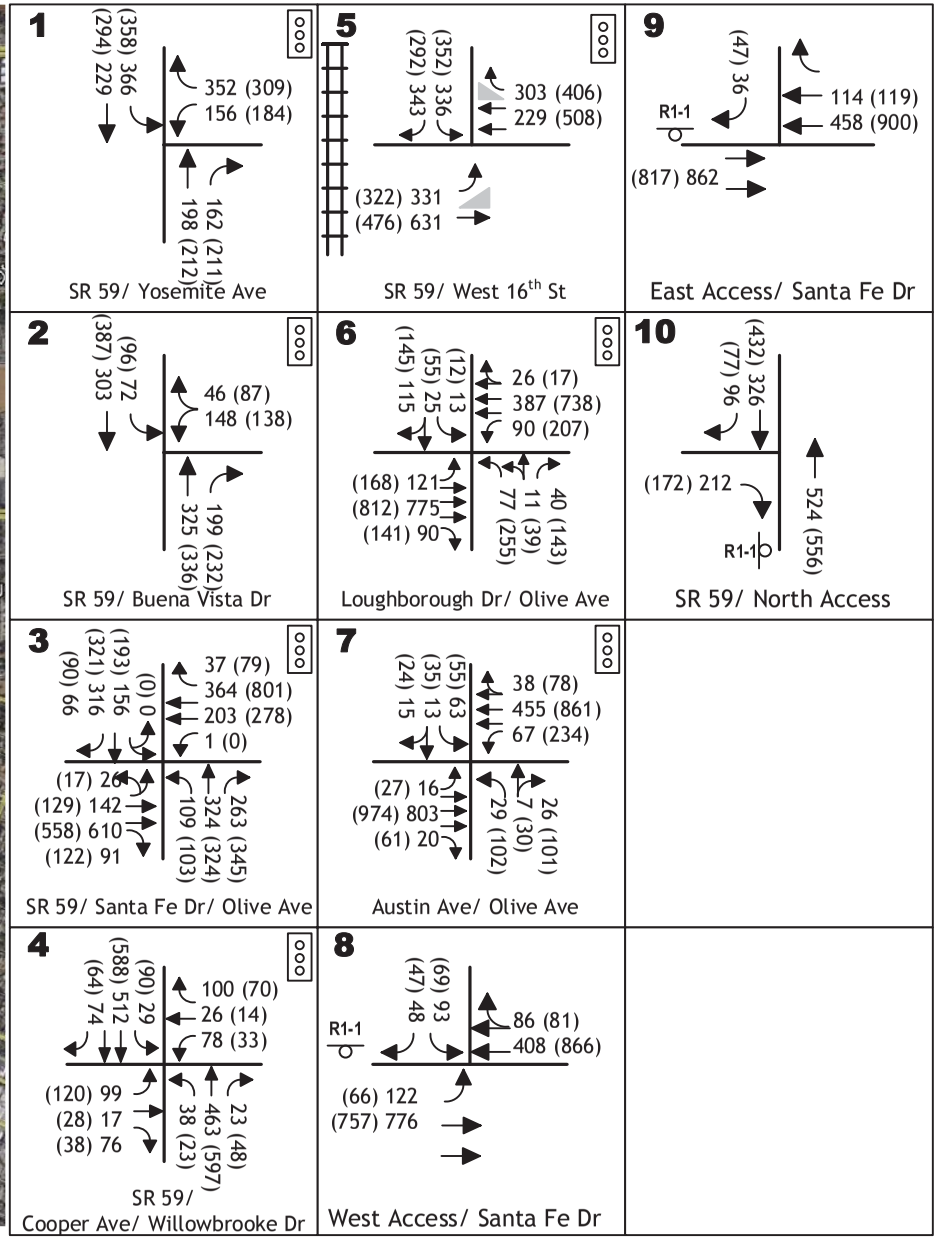
the queue clears and space is available. Reaching the southbound left turn lane could be problematic. In initial discussions Caltrans District 10 staff noted that the presence of long queues could be a reason to eliminate project access to SR 59. Options to address the effects of southbound queueing include:

1. *Lengthen the southbound left turn lane on SR 59*. This actions does not itself reduce the length of southbound queues, however, this mitigation would make it easier to drive around those queues to reach the turn lane and travel east on Olive Avenue. This alternative is the recommended mitigation, or.
2. *Move the Project Access to the north*. The project access could theoretically be moved to the north to reduce the amount of time that it is blocked by southbound queues. However, the length of project frontage beyond the current driveway location is limited. Moving the driveway an appreciable distance would require encroaching into the area of Black Rascal Creek through property that is not a part of the project. This alternative is not feasible, or.
3. *Close the SR 59 Access*. Closing the access to SR 59 would eliminate the conflicts created by southbound queues, but would have unintended consequences at the western access on Santa Fe Drive. The traffic diverted to the western access would exacerbate the LOS F conditions already discussed, and the resulting traffic volumes would reach the level that would justify a traffic signal. However signalizing the western access at the location proposed is problematic. In addition, according to the project proponent closing the access on SR 59 would leave the site unusable for retail commercial uses. This alternative is therefore not feasible

Roadway Segment Level of Service

Table 11 compares current Levels of Service based on daily traffic volumes with those conditions occurring after the project is completed. As indicated, the project will add traffic to all neighboring streets but will not result in any additional streets operating with Level of Service in excess of the LOS D standard. The project will increase the daily traffic volume on the segments of SR 59 south of the W. Olive Avenue intersection that already experience LOS F conditions. Because the minimum standard is exceeded with and without the project, the significance of the project's impact is determined based on the percentage change in traffic volume. Project trips represent 2.0% to 3.7% of the current daily volume on SR 59 in this area. Because these increases do not exceed the 5.0% increase permitted under City traffic study guidelines, the project's impact is not significant, and mitigation is not required.





EXISTING PLUS PROJECT TRAFFIC VOLUMES AND LANE CONFIGURATIONS

TABLE 9
EXISTING PLUS PROJECT PEAK HOUR LEVELS OF SERVICE

#	Intersection	Control	AM Peak Hour				PM Peak Hour			
			Existing		Existing Plus Project		Existing		Existing Plus Project	
			Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS
1	SR 59 / Yosemite Ave	Signal	20.7	C	21.0	C	21.8	C	22.5	C
2	SR 59 / Buena Vista Dr	Signal	8.8	A	9.1	B	12.0	B	12.3	B
3	SR 59 / Santa Fe Dr / W. Olive Ave	Signal	24.8	C	32.0	C	37.6	D	52.5	D
4	SR 59 / Cooper Ave / Willowbrook Dr	Signal	15.0	B	15.6	B	18.3	B	19.4	B
5	SR 59 / W. 16th Street	Signal*	15.2	B	15.6	B	21.1	B	22.1	B
6	W. Olive Ave / Loughborough Dr	Signal	14.6	B	15.3	B	27.5	C	29.1	C
7	W. Olive Ave / Austin Ave	Signal	7.4	A	7.6	B	16.2	B	16.6	B
8	SR 59 / Access EB right turn	EB Stop			 13.8	 B			 14.8	 B
9	Santa Fe Dr / West Access SB approach EB left turn	SB Stop			**40.1** 9.1	**E** A			**73.9** 11.3	**F** B
10	Santa Fe Dr / East Access SB right turn	SB stop			 10.1	 B			 12.8	 B

BOLD values are Levels of Service in excess of LOS D.

TABLE 10
EXISTING PLUS PROJECT SOUTHBOUND PEAK HOUR QUEUES

Approach	Lane	AM Peak Hour					PM Peak Hour				
		Existing		Existing Plus Project			Existing		Existing Plus Project		
		Volume	95th % Queue (feet)	Volume		95th % Queue (feet)	Volume	95th % Queue (feet)	Volume		95th % Queue (feet)
				Project Only	Total				Project Only	Total	
Southbound	Left turn	31	53	125	156	240	86	117	107	193	318
	Through	291	263	25	316	286	299	276	22	321	299
	Right turn	60	<25	6	66	<25	83	<25	7	90	<25

TABLE 11
EXISTING ROADWAY SEGMENTS VOLUMES AND LEVELS OF SERVICE

Street	from	To	Classification	Existing		Existing Plus Project			
				Daily Volume	LOS	Daily Volume			LOS
						Project Only	Total	Percentage Increase	
SR 59	Buena Vista Dr	W. Olive Ave	2 lane Arterial	13,739	D	1,010	14,749	7.0%	D
	W. Olive Ave	NB & SF RR	2 lane Arterial	**21,954**	**F**	808	**22,762**	3.7%	**F**
	BN&SF RR	W 16th St	2 lane Arterial	**20,462**	**F**	404	**20,866**	2.0%	**F**
Santa Fe Dr	Beachwood Dr	SR 59	4 lane Arterial	19,733	C	606	20,339	3.1%	C
W. Olive Ave	SR 59	Loughborough Dr	6 lane Arterial	25,131	C	2,015	27,146	8.0%	C

BOLD values exceed minimum Level of Service standard. **HIGHLIGHTED** values are a significant impact

Traffic Signal Warrants

The volume of traffic occurring at the project's access to Santa Fe Avenue was compared to MUTCD peak hour traffic signal warrants to determine whether a traffic signal may be justified. The posted speed limit on Santa Fe Drive is 55 mph, which suggests that "rural" warrant criteria are applicable. As shown in Table 12, with access as proposed the traffic volumes at the western access reach satisfaction in the a.m. peak hour but do not reach the level that satisfies peak hour warrants in the p.m. peak hour. However, if the SR 59 access were to be closed, the resulting traffic volumes would exceed the minimum requirements under peak hour warrants.

TABLE 12
PEAK HOUR TRAFFIC SIGNAL WARRANTS AT SANTA FE DRIVE ACCESS

Location	Time	Access	Hourly Volume		Signal Warrants met	
			Major Street	Minor Street (left turn)	Rural	Urban
West Access	AM	As proposed	1,392	93	Yes	No
		Close SR 59 driveway	1,392	305	Yes	Yes
	PM	As proposed	1,770	69	No	No
		Close SR 59 driveway	1,770	241	Yes	Yes

Impacts to Alternative Transportation Modes

Pedestrians. The project could attract pedestrians from the neighborhoods to the east, north and south of the site, although the exact number of pedestrians is unknown. These pedestrians would be unlikely if the site was not re-designated for a retail commercial use. The project would be accompanied by standard City of Merced street frontage improvements that include sideways. With the project frontage improvements and completion of the Caltrans safety project, adequate facilities will exit to deliver pedestrians to the east side of SR 59 and the south side of Santa Fe Drive.

From that point existing facilities for pedestrians are intermittent, as was noted in the existing setting. Thus, project generated pedestrians would need to use the same shoulders and other unimproved surfaces that are used today. As is the case today, the gap in the pedestrian circulation system on the west side of SR 59 south of Olive Avenue to Cooper Drive will remain. Eliminating that gap would require acquiring right of way to install a sidewalk. While perhaps desirable, this action does not appear feasible at this time.

Bicycles. The project can be expected to attract bicyclists from various Merced neighborhoods. As noted in the Setting, bicycle facilities already exist as Class I trails on the east side of SR 59, but are nonexistent elsewhere. Bicycle lanes are not designated on SR 59 north of Olive Avenue

on Santa Fe Drive nor on Olive Avenue in the Merced County General Plan Circulation Element. Under the Circulation Element bicycles are expected to mix with motor vehicles on other streets.

Transit. The project will likely attract some persons from throughout the Merced area who may wish to use public transit. Route M1 passes the site on SR 59 every thirty minutes and M6 reaches the Olive Avenue / Loughborough Drive intersection. These services are adequate for a project of this nature, and the impacts of the project on transit are not significant.

LONG TERM YEAR 2035 CUMULATIVE CONDITIONS

Overview

The cumulative Year 2035 analysis presented herein is intended to evaluate the relative cumulative impact of the project assuming implementation of long term circulation system improvements and continuing development in the Merced area. The Merced County Association of Governments (MCAG) regional travel demand forecasting model is the tool employed for this analysis.

Land Use. The MCAG Year 2035 model's land use data set was employed. However, based on instruction from City of Modesto staff the model's land use was modified to include a portion of the City of Atwater's pending Ferrari Ranch Annexation. That project covers approximately 330-acres located adjacent to the eastern city limits of the City of Atwater abutting the Atwater Merced Expressway (AME). This 330-acre area was the subject of recent Annexation, General Plan Amendment, and Prezoning approvals from the City of Atwater, but no specific development proposal has come forward.

The anticipated buildout schedule for the Ferrari Ranch Annexation could exceed 40 years, and only a portion of the area might reasonably be expected to be occupied by the Year 2035. For this analysis City staff suggested that this analysis assume that one half of the Ferrari Ranch Sub-Area within the overall annexation be assumed to develop by 2035.

Circulation System Improvements. The City of Merced General Plan Circulation element and GPUE EIR suggest that appreciable improvements will be needed to accommodate the future traffic volumes accompanying build out of the General Plan. SR 59 is projected to be a 6-lane facility from W. 16th Street to Yosemite Avenue (refer to GP Table 4.4) and a four-lane facility north of Yosemite Avenue. Santa Fe Drive and Olive Avenue are to be 6-lane arterials. Regionally, the General Plan envisions the completion of the Atwater Merced Expressway and Campus Parkway.

Anticipated funding constrains the level of future improvements assumed in this analysis. The MCAG model reflects implementation of Tier I improvements noted in the 2014 Regional Transportation Plan. In addition, at the direction of City of Merced staff the model was refined to reflect the extension of Campus Parkway beyond SR 140 to Yosemite Avenue. However, as directed by City staff this analysis assumes that the AME is not extended beyond its current terminus at Green Sands Avenue. Similarly, this analysis assumes that SR 59 is widened to provide two through travel lanes in each direction in the area from W. 16th Street to Olive Avenue. The section of SR 59 north of Olive Avenue is assumed to remain a two lane roadway.

Approach to Developing Traffic Volume Forecasts. To provide the level of detail needed to address project driveways and study area intersections under long term cumulative conditions a three step process was developed to generate cumulative traffic volumes. An incremental approach was taken to producing future traffic volumes that is intended to address the relative

difference between baseline model forecasts and actual traffic counts. This approach follows these steps:

- Run the refined models for baseline and future conditions.
- Compare baseline model forecasts with future forecasts to identify the incremental change in daily approach volume at each intersection and on each roadway segment.
- Add that increment to the existing approach or segment volumes counted in 2017 to create "adjusted future" volumes.
- Compare existing and adjusted future volumes to identify the growth rate on each approach or segment.
- Multiply each intersection approach by the growth rate and adjust the results to balance using the "Furness" techniques from the Transportation Research Board's (TRB) NCHRP Report 255, *Highway Traffic Data for Urbanized Area Project Planning and Design.*

For this analysis the traffic model was used to forecast Year 2035 Plus Project traffic volumes. A separate TAZ was created and the project was loaded accordingly. The Year 2035 No Project condition was created by manually subtracting the project's net new trips.

Daily Traffic Volumes / Levels of Service

Traffic Volumes. Table 13 identifies projected Year 2035 traffic volumes and resulting Level so Service. As indicated the volume of traffic on study area roads is projected to increase appreciably in the future. The daily traffic volume on SR 59 is projected to approach the capacity of the highway with and without the proposed project.

Levels of Service. As indicated, while Santa Fe Drive and Olive Avenue are projected to operate with Level of Service that satisfy the City's LOS D minimum, SR 59 is projected to operate at LOS F with and without the project. To meet the City's minimum standard SR 59 would need to be widened in a manner that is consistent with the facility anticipated for General Plan buildout (i.e., 6-lanes) in the area south of Olive Avenue, and a four lane section is needed to the north. Alternatively, completion of other elements of the regional street system may alter the volume of traffic on these roads under Year 2035 conditions.

Because conditions exceed the adopted minimum LOS standard with and without the proposed project, the significance of the project's impact on roadways segments is determined based the incremental change in traffic volume attributed to the project. As shown, the project adds, roughly 4.0% and 1.7 % to the projected daily volume on SR 59 north and south of the W. Olive Avenue intersection. As these changes do not exceed the 5.0% increment permitted under City of Merced policy, the project's impact to mainline SR 59 is not significant, and mitigation to address this impact is not required.

TABLE 13
YEAR 2035 PLUS PROJECT ROADWAY SEGMENTS VOLUMES AND LEVELS OF SERVICE

Street	from	To	Classification	No Project		Year 2035 Plus Project			
				Daily Volume	LOS	Daily Volume			LOS
						Project Only	Total	Percentage Increase	
SR 59	Buena Vista Dr	W. Olive Ave	2 lane Arterial	**24,060**	**F**	965	**25,025**	4.0%	**F**
	W. Olive Ave	BN&SF RR	4 lane Arterial	**46,375**	**F**	775	**47,150**	1.7%	**F**
	BN&SF RR	W 16th Street	4 lane Arterial	**47,310**	**F**	390	**47,700**	0.8%	**F**
Santa Fe Drive	Beachwood Dr	SR 59	4 lane Arterial	27,750	C	580	28,330	2.1%	C
W. Olive Ave	SR 59	Loughborough Dr	6 lane Arterial	36,770	C	1,930	38,700	5.3%	C

BOLD values exceed minimum Level of Service standard. **HIGHLIGHTED** values are a significant impact

Peak Hour Intersection Volumes and Levels of Service

Traffic Volumes. Resulting Year 2035 traffic volumes with and without the project are presented in Figures 6 and 7. These figures also identify assumed improvements to intersections that would accompany the assumed widening of SR 59 to 4 lanes from W. Olive Avenue to W. 16th Street. This analysis assumes that two through lanes would be provided in each direction on SR 59 through the Olive Avenue intersection but would not continue to Buena Vista Drive.

Intersection Level of Service. Table 14 displays the a.m. and p.m. peak hour Levels of Service at each study intersection under future Cumulative Year 2035 conditions with and without the project.

Year 2035 No Project. If the project does not proceed and the site remains vacant, then two intersections are projected to operate with Level of Service that exceed the LOS D minimum standard. The **SR 59 / Olive Avenue / Santa Fe Drive intersection** is projected to operate at LOS F. This conclusion is consistent with Level of Service projected for SR 59 on a daily basis. Regional and local improvements might be considered to alleviate this deficiency. Regionally the extension of AME to Bellevue Road could alter travel patterns, although simply completing that improvements may not result in conditions that satisfy the minimum standard, and funding for that improvement is not secured. Locally, widening the intersection to provide additional capacity would be needed to achieve LOS D. These improvements are consistent with the planned 6 lane facilities and include:

1. Reconstruct westbound Olive Avenue to provide dual left turn lanes onto Southbound SR 59.
2. Reconfigure the westbound right turn lane to create a combination through & right turn lane, and extend that through lane across SR 59 along the project's frontage.
3. Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic.
4. Reconstruct the Eastbound Santa Fe Drive approach to provide dual left turn lane.

This level of improvement would yield Level of Service D in the a.m. peak hour and LOS D in the p.m. peak hour.

The **SR 59 / W. 16th Street intersection** is also projected to operate at LOS F if the proposed project does not proceed. At this location the introduction of a second southbound left turn lane would reduce delays, and LOS D would result. This improvement would be consistent with widen the highway to 4 lanes.

Year 2035 Plus Project Conditions. The addition of project trips will increase the length of delays at all intersections, but under City of Merced guidelines the impact of the project is only significant at one off-site intersection. The **SR 59 / Olive Avenue / Santa Fe Drive intersection** is projected to operate at LOS F. Because the intersection is projected to operate at LOS F with and without the project, the significance of the project's impact is determined based on the

incremental difference in average delay. In this case, the project adds 22.1 and 14.6 seconds during the a.m. and p.m. peak hour, respectively. As these increases exceed the City's 5.0 second permissible increment, ***the project's impact is cumulatively significant.***

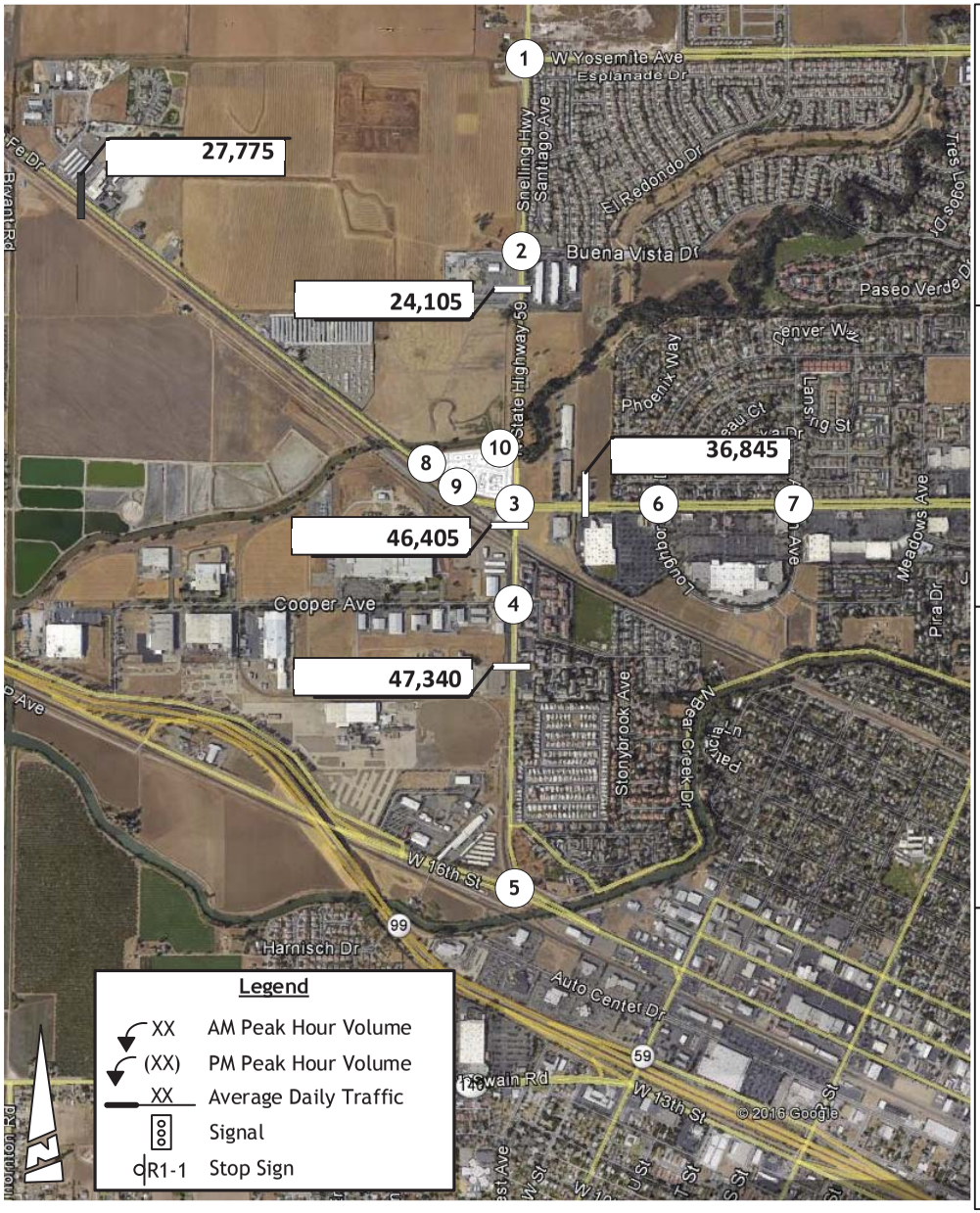
The measures identified for background conditions would also reduce the project's impact and deliver Level of Service meeting the City's LOS D minimum stand were considered. The project should contribute its fair share to the cost of these improvements, and with this mitigation the project's impact is less than significant.

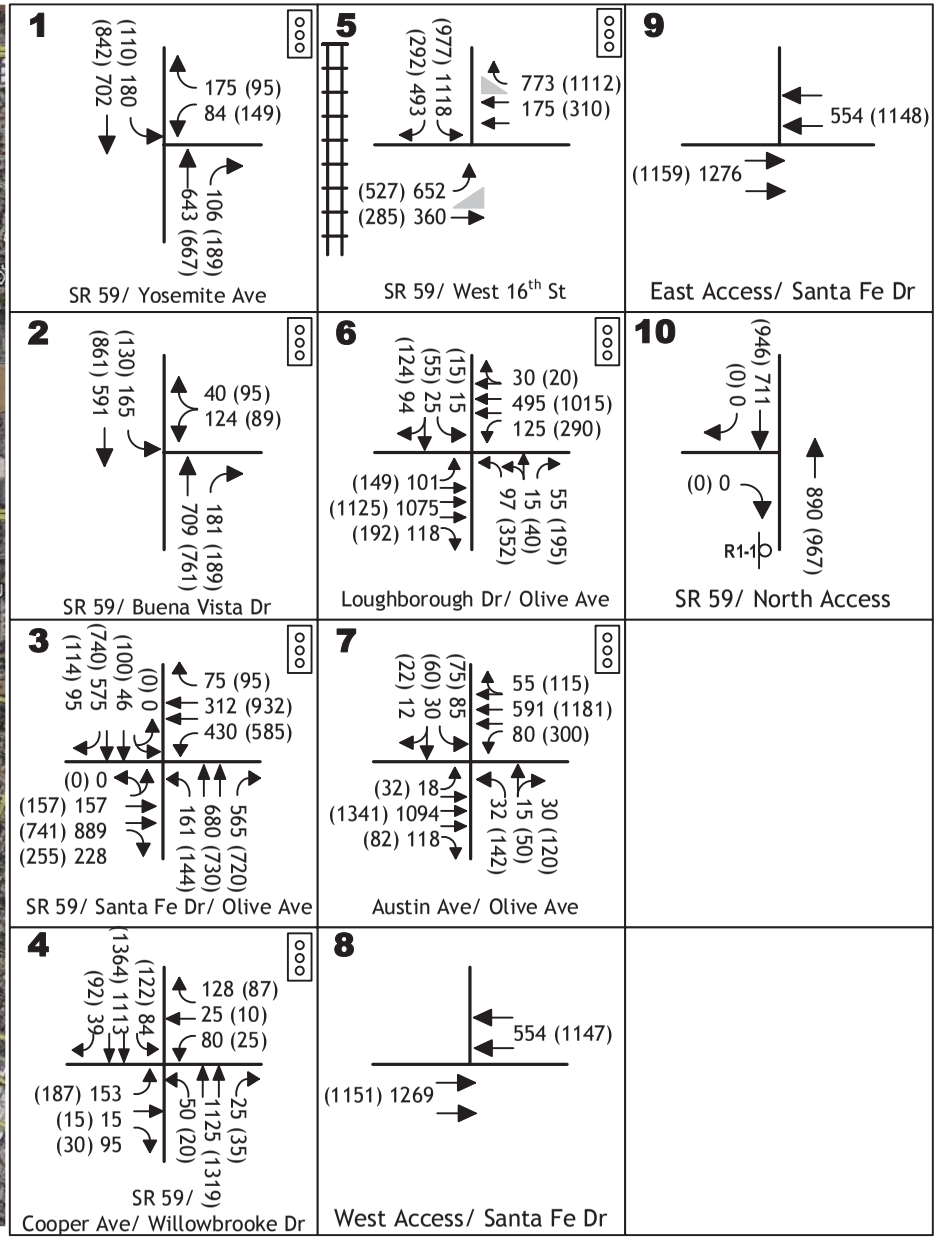
The SR 59 / W. 16th Street intersection is projected to operate at LOS F with and without the project. Because the increment change in delay is less than the 5.0 second threshold employed by the City of Merced, the project's impact to this location is not significant, and mitigation is not required.

The project's western access is projected to operate at LOS F in the a.m. and p.m. peak hour. The issues associated with this access under cumulative conditions and potential mitigations are the same as those discussed under Existing Plus Project conditions.

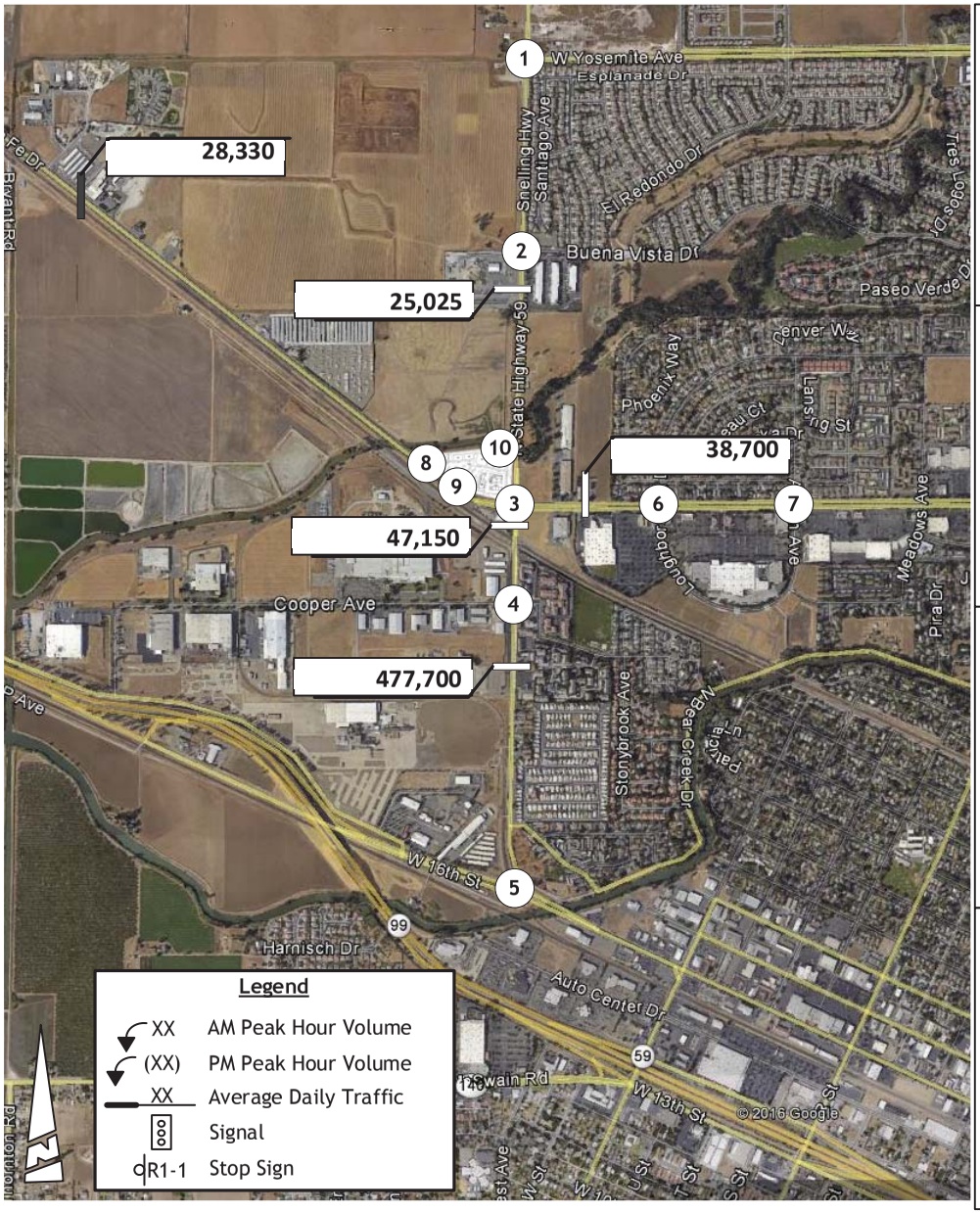
Southbound SR 59 Queues

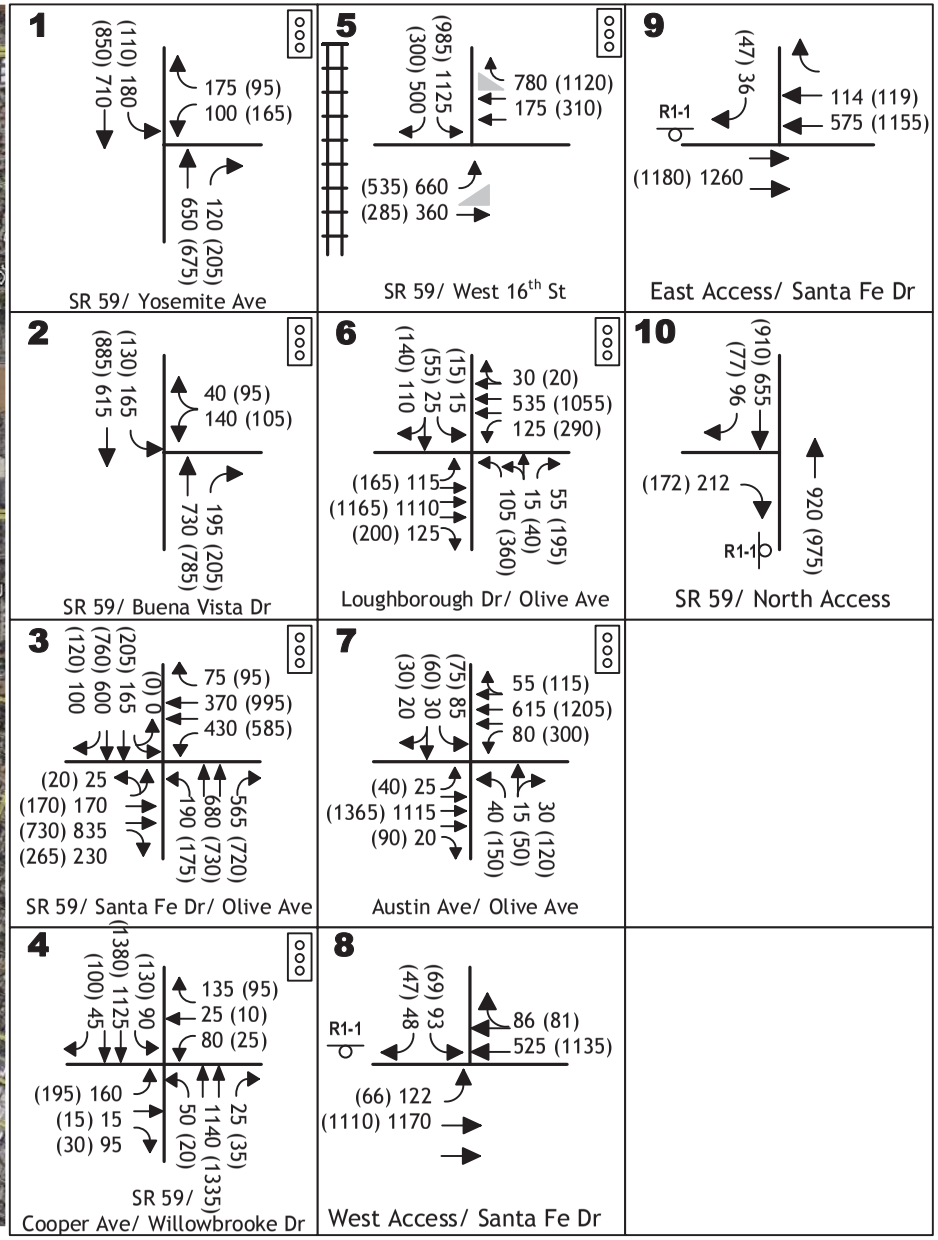
Table 15 compares southbound queues on SR 59 approaching the W. Olive Avenue intersection with and without the proposed project. The left turn and through lane queues will extend beyond the driveway if no improvements are made. The improvements required to mitigate cumulative intersection LOS impacts will reduce the length of queues slightly but the measures noted under Existing plus Project conditions will remain necessary.





CUMULATIVE NO PROJECT
TRAFFIC VOLUMES AND LANE CONFIGURATIONS





CUMULATIVE PLUS PROJECT
TRAFFIC VOLUMES AND LANE CONFIGURATIONS

TABLE 14
YEAR 2035 PLUS PROJECT PEAK HOUR LEVELS OF SERVICE

#	Intersection	Control	AM Peak Hour				PM Peak Hour			
			Year 2035		2035 Plus Project		Year 2035		2035 Plus Project	
			Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS
1	SR 59 / Yosemite Avenue	Signal	18.9	B	19.4	B	12.9	B	13.7	B
2	SR 59 / Buena Vista Drive	Signal	13.7	B	14.9	B	12.4	C	13.2	B
3	SR 59 / Santa Fe Dr / W. Olive Ave	Signal	**86.8**	**F**	**108.9**	**F**	**128.9**	**F**	**143.5**	**F**
		w/mit	-	-			-	-	53.3	D
4	SR 59/ Cooper Ave / Willowbrook Dr	Signal	19.2	B	20.9	C	23.4	C	25.8	C
5	SR 59 / W. 16th Street	Signal	**136.7**	**F**	**140.1**	**F**	**102.4**	**F**	**105.7**	**F**
6	W. Olive Avenue / Loughborough Dr	Signal	17.9	B	18.8	B	42.6	C	47.2	D
7	W. Olive Avenue / Austin Avenue	Signal	10.0	B	10.4	B	19.5	C	20.7	B
8	SR 59 / Access EB right turn	EB Stop			 25.2	 D			 **39.7**	 **E**
9	Santa Fe Drive / West Access SB approach EB left turn	SB Stop			 **114.1** 9.6	 **F** A			 **305.4** 13.0	 **F** B
10	Santa Fe Drive / East Access SB right turn	SB stop			 10.6	 B			 14.6	 B

BOLD values are Levels of Service in excess of LOS D. **HIGHLIGHTED** values are a significant impact

TABLE 15 YEAR 2035 SOUTHBOUND PEAK HOUR QUEUES											
Approach	**Lane**	**AM Peak Hour**					**PM Peak Hour**				
		Year 2035 No Project		**Year 2035 Plus Project**			**Year 2035 No Project**		**Year 2035 Plus Project**		
		Volume	**95th % Queue (feet)**	**Volume**		**95th % Queue (feet)**	**Volume**	**95th % Queue (feet)**	**Volume**		**95th % Queue (feet)**
				Project Only	**Total**				**Project Only**	**Total**	
Southbound	Left turn	46	99	119	165	329	100	232	105	205	421
	Through	575	372	25	600	394	740	484	20	760	469
	Right turn	95	<25	5	100	236	114	40	6	120	46

Traffic Signal Warrants

The volume of traffic occurring at the project's access to Santa Fe Avenue under Year 2035 conditions was compared to MUTCD peak hour traffic signal warrants to determine whether a traffic signal may be justified. As shown in Table 16, traffic signal warrants are satisfied if SR 59 access is closed but are not satisfied if that access remains open.

TABLE 16
CUMULATIVE PLUS PROJECT
PEAK HOUR TRAFFIC SIGNAL WARRANTS AT SANTA FE DRIVE ACCESS

Location	Time	Access	Hourly Volume		Signal Warrants Met?	
			Major Street	Minor Street (left turn)	Rural	Urban
West Access	AM	As proposed	1,903	93	Yes	No
		SR 59 access closed	1,903	305	Yes	Yes
	PM	As proposed	2,392	69	No	No
		SR 50 access closed	2,392	241	Yes	Yes

IMPROVEMENTS / MITIGATION

The preceding analysis has identified impacts on traffic operations that would occur without roadway improvements or mitigation. The text that follows identifies measures for improving traffic operations with the goal of achieving the City's LOS D minimum standard.

Existing Conditions

All study intersections and roadways currently operate at LOS D or better, which satisfies the City's minimum LOS D threshold. No specific improvements are required.

The existing pedestrian circulation system lacks a connection on the west side of SR 59 from Olive Avenue to Cooper Drive. While eliminating this bottleneck is desirable, right of way would have to be acquired to construct a sidewalk.

Existing Plus SR 59 / Olive Avenue Retail Center Build Out with Access as Proposed

Level of Service Impacts. The traffic impact analysis concludes that without improvements one intersection will operate with Levels of Service that exceed the minimum LOS D standard during some time period.

Motorists waiting to turn onto Santa Fe Drive from the projects **Western Access** will experience delays that are indicative of LOS F conditions, which exceed the LOS D minimum. Options to improve the Level of Service included:

- *Reconfigure Santa Fe Drive to provide a Two-Way Left Turn Lane (TWLT) lane in the area between the access and the eastbound left turn lane approaching the SR 59 intersection.* This might be accomplished by moving the driveway to the east to create space for the TWLT lane or by leaving the driveway at the proposed location and modifying the SR 59 / Santa Fe Drive intersection to provide shorter dual left turn lanes and space or the TWLT lane. The later concept would however, require two northbound lanes on SR 59 north of the Santa Fe Drive intersection, or.
- *Install a traffic signal at the western access.* While a traffic signal could deliver an adequate Level of Service, the feasibility of another signal in relatively close proximity to the signalized SR 59 intersection is questionable, or
- *Prohibit outbound left turns.* The approach Level of Service would be improved if outbound left turns onto eastbound Santa Fe Drive were prohibited. However, this action would divert southbound traffic to the project's SR 59 driveway which would be undesirable.

Southbound SR 59 Queue Impacts. The project access will occasionally be blocked by the queue of southbound traffic. To address this issue the southbound left turn lane on SR 59 shall be lengthened to extend beyond the driveway.

Pedestrian Impacts. The project will include sidewalks as part of its frontage improvements required by the City of Merced.

Cumulative Plus SR 59 / Olive Avenue Retail Center with Access as Proposed Conditions

Level of Service Impacts. The traffic impact analysis concludes that without improvements the **SR 59 / Olive Avenue intersection** will operate with Levels of Service that exceed the minimum LOS D standard during some time period and will be significantly impacted by the project. The project shall contribute its fair share to the cost of intersection improvements that include:

- Reconstruct westbound Olive Avenue to provide dual left turn lanes onto Southbound SR 59,
- Reconfigure the westbound right turn lane to create a combination through & right turn lane, and extend that through lane across SR 59 along the project's frontage, and
- Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the Eastbound Santa Fe Drive approach to provide dual left turn lane.

This level of improvement would yield Level of Service D in the a.m. peak hour and LOS D in the p.m. peak hour.

REFERENCES

Documents Cited

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NOTICE OF PUBLIC HEARING
FOR ANNEXATION / PREZONE #15-01; GENERAL PLAN AMENDMENT #15-04; PRE-ANNEXATION DEVELOPMENT AGREEMENT; AND NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

A public hearing will be held by the Merced City Planning Commission on Wednesday, June 6, 2018, at 7:00 p.m., or as soon thereafter as may be heard, in the City Council Chambers located in the Civic Center at 678 W. 18th Street, Merced, CA, concerning Annexation and Pre-zoning #15-01, General Plan Amendment #15-04, and associated Pre-Annexation Development Agreement, initiated by Louann Bianchi, property owner. This application involves annexing 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive into the City of Merced; changing the General Plan designation for the northwest corner from Open Space (OS) to Thoroughfare Commercial (CT) and pre-zoning the northwest corner as Thoroughfare Commercial (C-T). The General Plan designation for the southwest corner would remain Industrial (IL) and this corner would be pre-zoned Light Industrial (I-L). Said property is more particularly described as Parcels 1 and 2 as described in the Grant Deed recorded in Volume 3428 at Page 811 of Merced County Records; also known as Assessor's Parcel Numbers (APN) 057-200-067 and -029; and all of that property described in the Grant Deed recorded as Document Number 2017-000058 of Merced County Records, also known as Assessor's Parcel Number (APN) 057-200-042.

An environmental review checklist has been filed for this project, and a draft mitigated negative declaration (i.e., no significant effect in this case because of mitigation measures and/or modifications described in the draft) has been prepared. A copy of this staff evaluation ("Initial Study") is available for public inspection at the City of Merced Planning Department during regular business hours, at 678 West 18th Street. A copy of this document can also be purchased at the Planning Department for the price of reproduction.

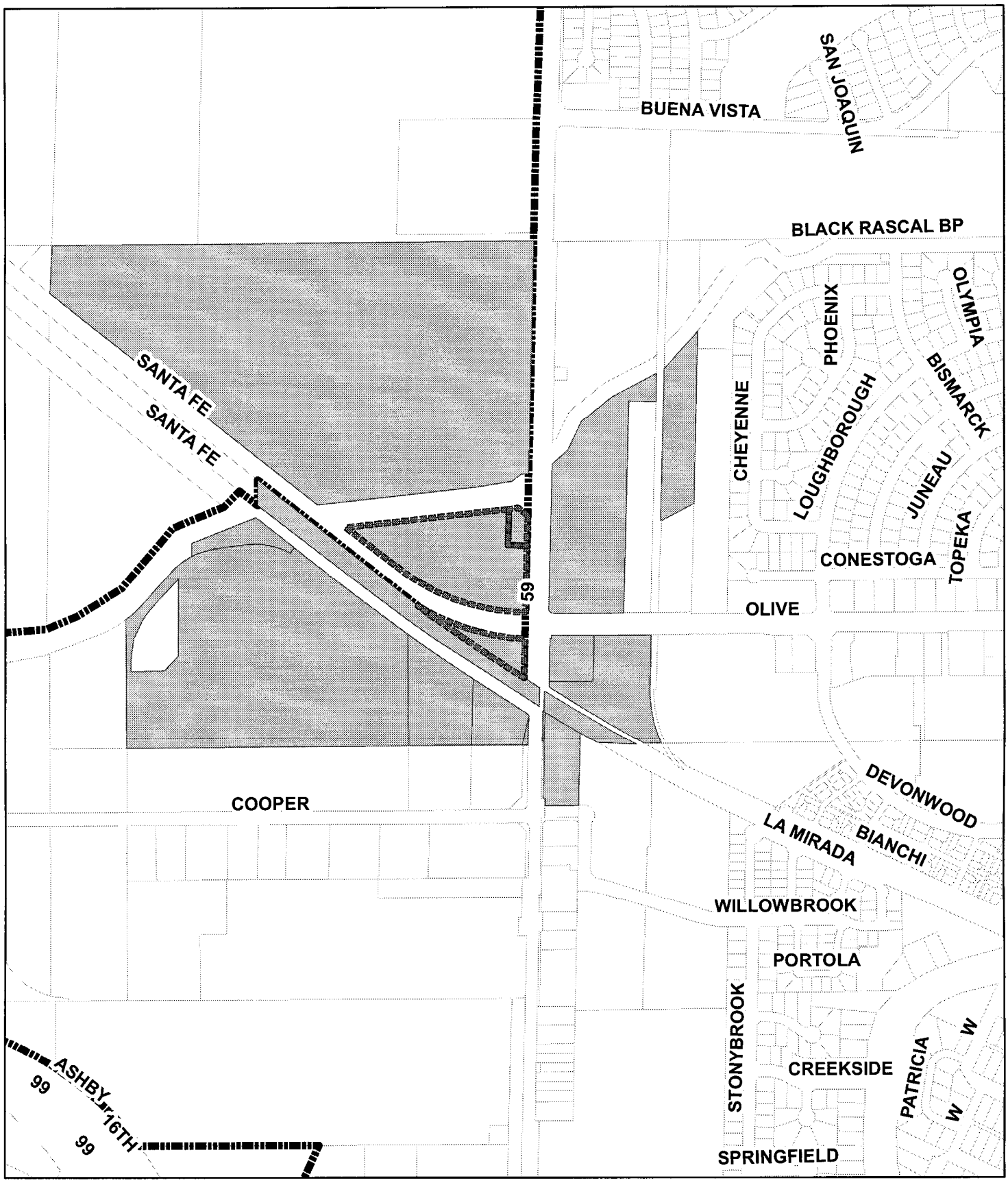
All persons in favor of, opposed to, or in any manner interested in this Annexation, Pre-zoning, General Plan Amendment, and associated Pre-Annexation Development Agreement are invited to attend this hearing or forward written comments to the Director of Development Services, City of Merced, 678 W. 18th Street, Merced, CA 95340. The public review period for the environmental determination begins on May 17, 2018, and ends on June 6, 2018. Please feel free to call the Planning Department at (209) 385-6858 for additional information. If you challenge this action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing.

After the Planning Commission makes its decision on this matter, the matter will also be considered at a public hearing before the City Council. A separate notice of that public hearing will also be given.

May 14, 2018

/s/ Kim Espinosa

KIM ESPINOSA,
Planning Manager


BUENA VISTA
SAN JOAQUIN
BLACK RASCAL BP
SANTA FE
SANTA FE
59
PHOENIX
OLYMPIA
CHEYENNE
LOUGHBOROUGH
BISMARCK
JUNEAU
TOPEKA
CONESTOGA
OLIVE
COOPER
DEVONWOOD
LA MIRADA
BIANCHI
WILLOWBROOK
PORTOLA
STONYBROOK
CREEKSIDE
PATRICIA
W
W
SPRINGFIELD
ASHBY
16TH
99
99

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program
Revised August 22, 2018

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

A) Aesthetics				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES-4) *Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.* *The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.* *Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.* *Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.* *Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.* *When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area. Off-site glare and light trespass is prohibited.* *Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.* *All exterior lighting fixtures shall be efficient in terms of design and energy use.*	Building Permits	Planning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
AES-4	AES4a - *The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.*	Building Permits	Planning Department	
D) Biological Resources				
BIO-1	BIO-1) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site shall be done if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).*	Building Permit	Planning Department	
	BIO-1a) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests shall be conducted if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer rea around the nest, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.*	Building Permit	Planning Department	
	BIO-1b) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.*	Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
BIO-3	BIO-3) *Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.*	Building Permit	Planning/ Engineering Department	
CUL-1	CUL-1) *In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-3	CUL-3) *In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the Applicant determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the Applicant shall adhere to the recommendations in the plan.*	Grading	Inspection Services/ Panning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
CUL-4	CUL-4) *Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:* *1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.* *2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	• *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.* • *The descendant identified fails to make a recommendation.* • *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.* *Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:* *When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.*	Grading	Inspection Services/ Panning Department	
GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities.* *(continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*			
HYD-1	*HYD-1b Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 The following improvements shall be incorporated into the development of the northwest corner of North Highway 59 and Santa Fe Drive. These improvements are the sole responsibility of the property owner/developer.* *1. Restripe Santa Fe Drive to create a two-way left-turn (TWLT) lane east of the western access. This will improve the Level of Service by accommodating two-step left turns,* *2. Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.*	*Building Permit*	*Engineering/ Planning*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*A traffic signal may be required at the western-most driveway. Traffic conditions at the western access shall be monitored and a traffic signal shall be installed if determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of the owner/developer.*	*Building Permit*	*Engineering/ Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.	*Building Permit*	*Engineering/ Planning*	
	TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue: • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	

TRA-6	*TRA-6*	*Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion.*

_____ _____
Environmental Coordinator Date

A list of public agencies that provided comments on Initial Study #15-36 are listed below. Each comment has been assigned a code. Individual comments within each communication have been numbered so comments can be crossed-referenced with responses. Following this list, the text of the communication is provided followed by the corresponding responses.

AGENCY	CODE
Merced County Community and Economic Development Department…….....	MCCEDD
San Joaquin Valley Air Pollution Control District…….....	SJVAPCD
LAFCo of Merced County…….....	MCLAFCO

RESPONSE TO COMMENTS

In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15088, the City of Merced, as the lead agency, evaluated the comments received on Draft Initial Study #15-36 for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04, and has prepared the following responses to the comments received. The Response to Comments document becomes part of the Initial Study for the project in accordance with CEQA Guidelines Section 15132.

Merced County Community and Economic Development Department

Response to MCCEDD-1

The comments indicate a concern with the determination of a Less Than Significant Impact regarding Section O, Transportation/Traffic, No. 4, which states "Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersection) or incompatible uses (e.g. farm equipment)?"

The Initial Study has been revised to provide additional analysis and detail regarding the setting of the project site relating to the roadways and intersections. Additionally, the traffic analysis was updated to include a revised mitigation measure requiring a traffic signal at the western-most driveway if determined to be needed by the City Engineer based on warrants associated with preventable accidents.

Response to MCCEDD-2

The comments express concern about future plans Caltrans may have for this intersection and the fact that there was no discussion of this in the Initial Study. The comments suggested the City verify any proposed improvements with Caltrans.

The Initial Study has been revised to include the possibility of Caltrans improvements to the intersection. Caltrans has been notified of this project through the Inter-Governmental Review (IGR) process. They had no comments on the proposed project.

Response to MCCEDD-3

The comment stated that the analysis overlooked a multifamily residential area approximately 500 feet to the south of the project site, and a recreation area approximately 1,000 feet to the southwest. The County stated that the presence of these additional sensitive receptors may impact the validity of the assumptions in the AQ/GHG analysis, particularly regarding CO impacts on roadways adjacent to these sensitive receptors.

As discussed in the AQ/GHG analysis, the project at buildout would contribute approximately 11.03 tons per year of CO from its operations, which is well below the significance threshold established by the SJVAPCD of 100 tons per year. Also, according to the GAMAQI issued by the SJVAPCD, project CO operational emissions would have an impact that is less than significant if neither of the following criteria are met:

- A traffic study for the project indicates that the Level of Service (LOS) on one or more streets or at one or more intersections in the project vicinity will be reduced to LOS E or F; and,
- A traffic study indicates that the project will substantially worsen an already existing LOS F on one or more streets or at one or more intersections in the project vicinity.

According to the traffic study for the project, the SR 59/Willowbrook Avenue intersection would operate at LOS B with the project, so neither of the criteria concerning CO operational emissions are met. Thus, the project would have no significant CO impact on the multifamily residential area near that intersection.

At the distances cited in the comment letter, CO concentrations tend to decrease substantially. An EPA technical report indicated that CO concentrations declined from 1.0 ppm at 20 meters from the roadway source to less than 0.2 ppm at 150 meters and approximately 0.1 ppm at 300 meters (EPA, Final Technical Report: Studies of Emission Sources and Related Adverse Health Effects, August 31, 2006). Given this pattern, it is unlikely that CO concentrations at the land uses mentioned in the comment letter would be at levels that would pose a health risk – 20 ppm 1-hour concentration, 9 ppm 8-hour concentration (UC Davis, Transportation Project-Level Carbon Monoxide Protocol, Revised December 1997). The additional land uses do not change the analysis and conclusions of the AQ/GHG analysis related to CO emissions.

Response to MCCEDD-4

The comment stated that the project features that would reduce GHG emissions generated by the project were not identified in the AQ/GHG analysis.

Page 2-5 of the analysis lists the features of the project that reduce GHG emissions from business-as-usual levels.

San Joaquin Valley Air Pollution Control District

Response to SJVAPCD-1

The comment suggests that analysis be done to assess the Project's daily construction and operational emissions compared against the District's 100 pounds per day screening level to determine the impact to the ambient air quality standards.

Additional analysis was done comparing against the District's 100 pound per day screening level. Based on CalEEMod results, neither construction nor operational emissions of any pollutants would exceed the 100 pounds per day screening level.

Response to SJVAPCD-2

The comment suggests the fleet-mix be adjusted to reflect the percentage of VMT and not the percentage of traffic volume.

For mobile emissions, the CalEEMod run for the project utilized trip generation figures from the project traffic study prepared by KD Anderson and Associates.

Response to SJVAPCD-3A

The comment asks for clarification on the fleet mix for HHD and LDA as used in the CalEEMod Modeling runs for Phases 1 and 2.

For mobile emissions, the CalEEMod run for the project utilized trip generation figures from the project traffic study prepared by KD Anderson and Associates.

Response to SJVAPCD-3B

The comment asks for clarification on the weekday trip rate for the convenience market with gas pumps as used in the CalEEMod Modeling runs for Phases 1.

For mobile emissions, the CalEEMod run for the project utilized trip generation figures from the project traffic study prepared by KD Anderson and Associates.

Response to SJVAPCD-4

The comment advised that District Rule 9510 would apply and that an Air Impact Assessment (AIA) application is required prior to applying for final discretionary approval.

The comment is acknowledged.

Response to SJVAPCD-5

The comment advised that the proposed gas station is subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and will require District permit.

The comment is acknowledged.

Response to SJVAPCD-6

The comment advised that the Project may also be subject to other District rules and regulation.

The comment is acknowledged.

LAFCo of Merced County

Response to MCLAFCO-1

The comments expressed concern about the circulation and possible access problems at the northwest corner of North Highway 59 and Santa Fe Drive.

The Initial Study has been revised to provide additional analysis and detail regarding the setting of the project site relating to the roadways and intersections. Additionally, the traffic analysis was updated to include a revised mitigation measure requiring a traffic signal at the western-most driveway when determined to be needed by the City Engineer based on warrants associated with preventable accidents.

Response to MCLAFCO-2

The comment addressed the proposed land use on the site and suggested considering allowing a land use that had less impacts to the area.

This comment is acknowledged and the traffic analysis was revised to provide mitigation measures to address traffic concerns. Mitigation Measure TRA-1 was modified to require a traffic signal at the western-most driveway when determined to be needed by the City Engineer based on warrants associated with preventable accidents.

Response to MCLAFCO-3

This comment addressed the City's responsibility to submit a "plan for services' in compliance with Government Code section 56653(b).

This comment is acknowledged.

The following are revisions to Initial Study #15-36 for Annexation and Pre-Zoning Application #15-01 and General Plan Amendment #15-04. These revisions are minor modifications and clarifications to the document. The revisions are listed by page number. All additions to the text are underlined (underlined) and all deletions from the text are indicated with strikethrough text (~~strikethrough~~).

O. Transportation/Traffic

Page 49

A Traffic Impact Analysis was prepared by KD Anderson & Associates, Inc. (Attachment L). A revised Executive Summary for this analysis was provided based on comments received from the Merced County Community and Economic Development Department and LAFCo of Merced County. This revised Executive Summary is provided at Attachment L with the full Traffic Impact Analysis. This analysis was reviewed by Caltrans due to the proximity of the project to a state highway. Caltrans concurs with the analysis and has no additional comments.

Page 52

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?		✓	✓	

Page 53

Intersections

Although SR 59 between Olive Avenue and W. 16th Street would continue to operate at an LOS F, the existing off-site intersections studied would all operate at an LOS D. However, the proposed western driveway is forecasted to operate at an LOS F in the p.m. peak hour (4-6 p.m.) In order to improve this condition, mitigation measures are proposed (see Mitigation Measure TRA-1 below). ~~the traffic analysis offers three possible alternatives. Each scenario would have ramifications on the project.~~

~~Western Driveway Alternatives~~

~~**Alternative**~~	~~***Ramification***~~
~~***Install a Two-Way Left-Turn Lane on Santa Fe Drive***~~	~~***Requires moving driveway or reconstructing SR 59 intersection***~~
~~***Prohibit outbound left turns.***~~	~~***Exacerbates problem at SR 59 driveway.***~~
~~***Install traffic signal.***~~	~~***Location is problematic and would likely require moving the driveway.***~~

Page 54

Mitigation Measure TRA-1

The following improvements shall be incorporated into the development of the northwest corner of North Highway 59 and Santa Fe Drive. These improvements are the sole responsibility of the property owner/developer.

1. *Restripe Santa Fe Drive to create a two-way left-turn (TWLT) lane east of the western access. This will improve the Level of Service by accommodating two-step left turns,*
2. *Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.*

A traffic signal may be required at the western-most driveway. Traffic conditions at the western access shall be monitored and a traffic signal shall be installed if determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of the owner/developer.

~~*Prior to construction, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driving further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination.*~~

Page 55

4) **Less than Significant with Mitigation**

The proposed project on the northwest corner North Highway 59 and Santa Fe Drive proposes right-turn only access to North Highway 59 north of Olive Avenue, as well as two driveways on Santa Fe Drive. The operation of the driveways as it relates to sight distance, intersection spacing, and weaving between driveways was considered, and measures to ensure the long term feasibility of these access points has been identified. Mitigation Measure TRA-1 would reduce this impact to a **less than significant level.**

~~4) **Less than Significant**~~

~~The annexation and proposed project would not substantially increase hazards due to a design feature or incompatible uses. There are no design features that would increase a hazard at the site. The proposed western driveway on Santa Fe Drive would operate at an LOS F without mitigation which could present a hazard due to impatient drivers not wanting to wait for long queuing times. However, Mitigation Measure TRA-1 requires mitigation to alleviate that impact. Therefore, this impact is **less than significant.**~~

Revised Attachments

Attachment G – Air Quality/Greenhouse Gas Analysis

Page 2-5

For mobile emissions, the CalEEMod run for the project utilized trip generation figures from the project traffic study (KD Anderson and Associates 2018)."

Page 2-7

The GAMAQI states that, when assessing the significance of project-related impacts on air quality, impacts may be significant when on-site emission increases from construction activities or operational activities exceed the 100 pounds per day screening level of any criteria pollutant after implementation of all enforceable mitigation measures (SJVAPCD 2015b). Based on the CalEEMod results, neither construction nor operational emissions of any pollutants would exceed the 100 pounds per day screening level.

Page 3-2

KD Anderson and Associates. 2018. Traffic Impact Analysis for SR 59/Olive Avenue Retail Center, Merced, CA. October 9, 2017, revised January 3, 2018.

Attachment L – Traffic Analysis

Executive Summary
Page i

Access. The project proposes right-turn only access to SR 59 north of Olive Avenue, as well as two driveways on Santa Fe Drive. The location and operation of this access has been evaluated by Caltrans District 10 as part of their review of the project. Full access is proposed at the western driveway, and the eastern driveway near SR 59 is limited to right turns only. The operation of the driveways as it relates to sight distance, intersection spacing, and weaving between driveways was considered, and measures to ensure the long term feasibility of these access points has been identified within the context of original mitigation options.

Improvements. The project is assumed to complete frontage improvements on SR 59 and Santa Fe Drive that are consistent with the City's Arterial Street standard. Separate right turn deceleration ~~acceleration~~ treatments are assumed at the project driveways. Work required along SR 59 would be conducted under an encroachment permit acquired through Caltrans.

Pages ii and iii

Impacts. If no improvements to the area circulation system are made all off-site study intersections would continue to operate with LOS D or better conditions, but access is problematic from two standpoints. The western access on Santa Fe Drive is forecast to operate at LOS F in the p.m. peak hour. As noted in Table A1 conditions at this location could be improved either by creating a Two-Way Left-Turn lane on Santa Fe Drive, by restricting access

or by installing a traffic signal. ~~However, each alternative has ramifications on the project layout as noted.~~ The preferred improvement option identified in consultation with City staff will:

1. Restripe Santa Fe Drive to create a two-way left-turn (TWLT) lane east of the western access. This will improve the Level of Service by accommodating two-step left turns;
2. Monitor traffic conditions at the western access and install a traffic signal if/when required by the City of Merced in response to any potential safety problems as evidenced by an appreciable increase in the number of collisions. While implementation will result in two closely spaced signals, their operation can be adequate because the western driveway is only a "tee" intersection. Coordination with the SR 59 signal will be required; and,
3. Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.

TABLE A1 REVISED MITIGATION SUMMARY			
Location	**Impact**	**Mitigation**	**Ramification**
EXISTING PLUS PROJECT CONDTIONS			
Western Santa Fe Drive Access	LOS F during p.m. peak hour	Create TWLT lane on Santa Fe Drive **PROPOSED**	~~Required moving driveway or reconstructing SR 59 intersection~~ Restripe Santa Fe Drive to provide TWLT lane east of the access
		Or Prohibit outbound left turns **NOT PROPOSED**	Exacerbates problem at SR 59 driveway
		Or Install traffic signal When deemed warranted by the City of Merced based on warrants associated with preventable accidents. **PROPOSED**	~~Location is problematic and likely require moving driveway~~
	Operational issues	Prohibit outbound right turns from the eastern driveway, OR Keep right turns and Construct a continuous auxiliary acceleration –deceleration lane between the two driveways	
SR 59 Access	Access blocked by Southbound Queues	Lengthen southbound left turn lane **PROPOSED**	Facilitates access but does not shorten queues. Recommended Mitigation
		Move access to the north **NOT PROPOSED**	Affects Black Rascal Creek as well as property not included in project. Not feasible
		Close SR 59 access **NOT PROPOSED**	Exacerbates issues at western access, and make site untenable as a retail center
CUMULATIVE PLUS PROJECT CONDITIONS			
SR 59 / Olive Avenue / Santa Fe Drive	Significantly exacerbate LOS F conditions during a.m. and p.m. peak hours	Fair share contribution to intersection improvements including: • Reconstruct westbound Olive Ave to provide dual left turn lanes onto Southbound SR 59. • Reconfigure the westbound right turn lane to create a combination through & right turn lane, and extend that through lane across SR 59 along the project's frontage. • Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. • Reconstruct the Eastbound Santa Fe Drive approach to provide dual left turn lane.	

CITY OF MERCED
Planning Commission

Resolution #3095

WHEREAS, the Merced City Planning Commission at its regular meeting of June 6, 2018, held a public hearing and considered **Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04,** initiated by Louann Bianchi, and Quad LLC, property owners. This application involves annexing 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive into the City of Merced; changing the General Plan designation for the northwest corner from Open Space (OS) to Thoroughfare Commercial (CT) and pre-zoning the northwest corner as Thoroughfare Commercial (C-T) for the Thoroughfare Commercial development. The General Plan designation for the southwest corner would remain Industrial (IL) and this corner would be pre-zoned Light Industrial (I-L); also known as Assessor's Parcel Numbers 057-200-029, 057-200-067, and 057-200-042; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through M of Staff Report # 18-14; and,

WHEREAS, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #15-36, and approval of Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner ALSHAMI, seconded by Commissioner MARTINEZ, and carried by the following vote:

AYES:	Commissioners Alshami, Camper, Colby, Martinez, and Chairperson Dylina
NOES:	Commissioner Padilla
ABSENT:	None, (One Vacancy)
ABSTAIN:	None

Adopted this 6th day of June, 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval
Exhibit B – Mitigation Monitoring Program

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 NorCal Foods

Conditions of Approval
Planning Commission Resolution #3095
Pending Annexation and Pre-zoning Applications #15-01
and General Plan Amendment #15-04

1. All new construction within the annexation area (including modifications to the developed site at the southwest corner of North Highway 59 and Santa Fe Drive) shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

2. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

3. Approval of Pre-Annexation #15-01, Pre-zoning Application #15-01, and General Plan Amendment #15-04 is subject to the applicant's entering into a written (legislative action) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

4. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted

herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. The developer/applicant shall construct and operate all future projects within the annexation area in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

<u>The following conditions apply to new construction within the annexation area:</u>

6. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, public landscaping within State rights-of-way, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map or first building permit approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

<u>The following conditions apply to the future development at the northwest corner of North Highway 59 and Santa Fe Drive:</u>

7. All development shall be subject to the Mitigation Measures outlined in the Mitigation Monitoring Program for Initial Study #15-36.

8. Site Plan Review is required prior to construction on the northwest corner, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driveway further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination (Mitigation Measure TRA-1).

9. The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans (Mitigation Measure TRA-1a).

10. The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue (Mitigation Measure TRA-1b):

    - Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,
    - Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,
    - Reconstruct the existing northbound right turn lane as a "free" right turn with a median island separating eastbound and right-turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.

11. Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59 (Mitigation Measure TRA-6).

12. Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses (Mitigation Measure NOI-2):

    - Road/Railroad - Required Setback
    - Santa Fe Drive - 54 Ft.

- North Highway 59 - 89 Ft.
- BNSF Railroad - 137 F

13. At the time of construction, all required public improvements shall be installed along the property frontage. This includes, but is not limited to, sidewalk, curb, gutter, street lights, and street trees.

14. The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way.

15. All construction shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

16. All new utilities serving the site shall be installed underground.

17. All City sewer, water, and storm drain lines serving the site shall be extended across the full frontage of the property unless it is determined by the Public Works Director that these lines are not likely to be extended to serve any other property (consistent with Merced Municipal Code Section 15.40.030).

18. All storm water shall be contained onsite and metered out to the City's storm water system in accordance with City Standards.

19. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

20. The future commercial development shall provide pedestrian and bicycle access throughout the site. Connectivity throughout the site shall be provided by pedestrian pathways. Bicycle parking shall be provided as required by the City's Zoning Ordinance.

21. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

22. All landscaping shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping. This shall include the use of xeriscape landscaping as appropriate.

23. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

24. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or parkstrips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

25. Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15 gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list). Trees shall be installed at a ratio of 1 tree for every 6 parking spaces. A reduced number of trees may be required where there are carports with solar panels over the parking spaces. However, if all the parking spaces are covered by a carport with solar panels, then additional trees may be required at the discretion of the Development Services Director. Trees within the PG&E easement shall comply with the regulations of this easement which limits the height of trees to a maximum of 15 feet at full maturity.

26. All mechanical equipment shall be screened from public view.

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 Exhibit A

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

A) Aesthetics				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES-4) *Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.* *The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.* *Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.* *Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.* *Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.* *When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area. Off-site glare and light trespass is prohibited.* *Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.* *All exterior lighting fixtures shall be efficient in terms of design and energy use.*	Building Permits	Planning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
AES-4	AES4a - *The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.*	Building Permits	Planning Department	
D) Biological Resources				
BIO-1	BIO-1) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site shall be done if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).*	Building Permit	Planning Department	
	BIO-1a) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests shall be conducted if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer rea around the nest, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.*	Building Permit	Planning Department	
	BIO-1b) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.*	Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
BIO-3	BIO-3) *Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.*	Building Permit	Planning/ Engineering Department	
CUL-1	CUL-1) *In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-3	CUL-3) *In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the Applicant determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the Applicant shall adhere to the recommendations in the plan.*	Grading	Inspection Services/ Panning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
CUL-4	CUL-4) *Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:* *1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.* *2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	• *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.* • *The descendant identified fails to make a recommendation.* • *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.* *Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:* *When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.*	Grading	Inspection Services/ Panning Department	
GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities.* *(continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-1	*In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*			
HYD-1	*HYD-1b Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 Prior to construction, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driving further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination.*	*Site Plan Review*	*Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.			

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue:* • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	
TRA-6	*TRA-6 Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion*.

_____ _____

Environmental Coordinator Date

CITY OF MERCED
Planning & Permitting Division

STAFF REPORT:	**#18-14**	**AGENDA ITEM: 4.3**
FROM:	Kim Espinosa, Planning Manager	**PLANNING COMMISSION** **MEETING DATE: June 6, 2018**
PREPARED BY:	Julie Nelson, Associate Planner	**CITY COUNCIL** **MEETING DATE: July 16, 2018** **(Tentatively)**

SUBJECT: **Annexation and Pre-zoning #15-01, General Plan Amendment #15-04, and Pre-Annexation Development Agreement**, initiated by Louann Bianchi, and Quad LLC, property owners. This application involves annexing 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive into the City of Merced; changing the General Plan designation for the northwest corner from Open Space (OS) to Thoroughfare Commercial (CT) and pre-zoning the northwest corner as Thoroughfare Commercial (C-T) for the Thoroughfare Commercial development. The General Plan designation for the southwest corner would remain Industrial (IL) and this corner would be pre-zoned Light Industrial (I-L). *PUBLIC HEARING*

ACTION: PLANNING COMMISSION:

Recommendation to City Council

1) Environmental Review #15-36 (Mitigated Negative Declaration)
2) Pending Annexation Application #15-01
3) Pre-zoning Application #15-01
4) General Plan Amendment #15-04
5) Pre-Annexation Development Agreement

CITY COUNCIL:

Approve/Disapprove/Modify

1) Environmental Review #15-36 (Mitigated Negative Declaration)
2) Pending Annexation Application #15-01
3) Pre-zoning Application #15-01
4) General Plan Amendment #15-04
5) Pre-Annexation Development Agreement

SUMMARY

The is a request to annex and pre-zone approximately 8.83 acres of land generally located at the northwest and southwest corners of North Highway 59 and Santa Fe Drive (Attachment A). The

proposal also includes a General Plan Amendment for the northwest corner of North Highway 59 and Santa Fe Drive to change the General Plan land use designation from Open Space (OS) to Thoroughfare Commercial (CT). The proposed pre-zoning designations would be Light Industrial (I-L) for the southwest corner which is consistent with the current General Plan designation, and Thoroughfare Commercial (C-T) for the northwest corner which would be consistent with the General Plan designation if the proposed General Plan Amendment is approved.

The southwest corner of North Highway 59 and Santa Fe Drive is developed with a wholesale/retail landscape and irrigation distribution business (Horizon). No changes are proposed to the business or the site with this application. This use is consistent with the proposed Light Industrial General Plan and Zoning designations.

The northwest corner is currently vacant. Once annexed, a portion of the property would be developed with a commercial development (Attachment B). The first phase of development would consist of a gas station, mini-market, and car wash business, a fast-food restaurant, and a drive-thru coffee kiosk. The second phase could include another fast-food restaurant as well as additional retail uses (these uses are unknown at this time). For a list of uses that are appropriate for the Thoroughfare Commercial (C-T) zone, please refer to the table at Attachment C.

Staff has reviewed the proposed applications and is recommending the Planning Commission recommend approval of these applications to the City Council.

RECOMMENDATION

Planning staff recommends that the Planning Commission recommend approval of Environmental Review #15-36 (Mitigated Negative Declaration), Pending Annexation #15-01, Pre-zoning Application #15-01, and General Plan Amendment #15-01 (including the adoption of the Resolution at Attachment I) subject to the following conditions:

*1) All new construction within the annexation area (including modifications to the developed site at the southwest corner of North Highway 59 and Santa Fe Drive) shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

*2) All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

*3) Approval of Pre-Annexation #15-01, Pre-zoning Application #15-01, and General Plan Amendment #15-04 is subject to the applicant's entering into a written (legislative action) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said

agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

*4) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

*5) The developer/applicant shall construct and operate all future projects within the annexation area in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

<u>The following conditions apply to new construction within the annexation area:</u>

*6) Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, public landscaping within State rights-of-way, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map or first building permit approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

<u>The following conditions apply to the future development at the northwest corner of North Highway 59 and Santa Fe Drive:</u>

*7) All development shall be subject to the Mitigation Measures outlined in the Mitigation Monitoring Program for Initial Study #15-36.

*8) Site Plan Review is required prior to construction on the northwest corner, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driveway further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination (Mitigation Measure TRA-1).

*9) The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans (Mitigation Measure TRA-1a).

*10) The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue (Mitigation Measure TRA-1b):

- Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,
- Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,
- Reconstruct the existing northbound right turn lane as a "free" right turn with a median island separating eastbound and right-turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.

*11) Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59 (Mitigation Measure TRA-6).

*12) Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses (Mitigation Measure NOI-2):

- Road/Railroad - Required Setback
- Santa Fe Drive - 54 Ft.
- North Highway 59 - 89 Ft.
- BNSF Railroad - 137 F

*13) At the time of construction, all required public improvements shall be installed along the property frontage. This includes, but is not limited to, sidewalk, curb, gutter, street lights, and street trees.

*14) The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way.

*15) All construction shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

*16) All new utilities serving the site shall be installed underground.

*17) All City sewer, water, and storm drain lines serving the site shall be extended across the full frontage of the property unless it is determined by the Public Works Director that these lines are not likely to be extended to serve any other property (consistent with Merced Municipal Code Section 15.40.030).

*18) All storm water shall be contained onsite and metered out to the City's storm water system in accordance with City Standards.

*19) A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

20) The future commercial development shall provide pedestrian and bicycle access throughout the site. Connectivity throughout the site shall be provided by pedestrian pathways. Bicycle parking shall be provided as required by the City's Zoning Ordinance.

21) The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

22) All landscaping shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping. This shall include the use of xeriscape landscaping as appropriate.

23) Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

24) All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or parkstrips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

25) Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15 gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list). Trees shall be installed at a ratio of 1 tree for every 6 parking spaces. A reduced number of trees may be required where there are carports with solar panels over the parking spaces. However, if all the parking spaces are covered by a carport with solar panels, then additional trees may be required at the discretion of the Development Services Director. Trees within the PG&E easement shall comply with the regulations of this easement which limits the height of trees to a maximum of 15 feet at full maturity.

26) All mechanical equipment shall be screened from public view.

(*) Denotes non-discretionary conditions.

PROJECT DESCRIPTION

The proposed annexation area consists of three parcels containing approximately 8.83 acres of land. Approximately 7.83 acres is located at the northwest corner of North Highway 59 and Santa Fe Drive and the remaining 1.0 acre is located at the southwest corner of the intersection (Attachment A). The original annexation application was only for the northwest corner. However, in consultation with LAFCo (Local Agency Formation Commission), it was determined that a "logical boundary" should include the southwest corner as well.

The annexation area is bounded by Black Rascal Creek to the north, the Burlington Northern Santa Fe (BNSF) Railroad to the south, and North Highway 59 to the east. Vacant county land is located to the west of the annexation area. The annexation area is divided by Santa Fe Drive splitting the northern portion of the annexation area (7.83 acres) from the southern portion (1.0 acre). The property located at the southwest corner of North Highway 59 and Santa Fe Drive (3065 N. Hwy 59) is developed with a wholesale/retail business (Horizon). The 7.83 acres of land at the northwest corner of North Highway 59 and Santa Fe is currently vacant. The vacant land is comprised of two separate parcels – Assessor's Parcel Number (APN): 057-200-067 contains 7.4 acres and APN: 057-200-029 contains 0.43 acres.

The owner of the property at the northwest corner is in contract with a developer to purchase and develop approximately 2.5 acres of the existing 7.4-acre parcel. The 7.4 acres would be subdivided into three separate parcels (refer to the Tentative Map at Attachment D) with the developer purchasing Parcel 1 and Parcel 4 for development (Phase One). The remainder of the property would be developed in the future as Phase Two. Phase One of the development would consist of a 3,764-square-foot convenience market (AM/PM), a gas station with 8 pumps (16 fueling positions), a car wash, and a 3,462-square-foot fast food restaurant with 110 seats and a drive-thu (refer to the Site Plan at Attachment B). Parcel 4 would be developed with a drive-thru coffee shop/kiosk.

Phase Two could include a 2,695-square-foot fast-food restaurant at the western edge of the site on Parcel 2. The remainder of the site would be for the future development of commercial space totaling approximately 32,000 square feet. Development of Phase Two remains speculative at this time. The owner does not have a developer interested in constructing Phase Two. However, for CEQA Environmental Review purposes, uses were identified and analyzed as part of the annexation.

Uses allowed within the remainder of the development would be consistent with the Thoroughfare Commercial (C-T) zone and could include:

- Retail, General (i.e., drug stores, general merchandise stores, pet stores, department stores, etc.)
- Business Support Services
- Indoor Commercial Recreation, except multi-screen (6 or more) movie theaters
- Vehicle Sales
- Warehousing, Wholesaling, and Distribution

For a full list of permitted uses as well as conditional uses and uses allowed with Site Plan Review, refer to the Table at Attachment C.

No development is planned for the 0.43-acre parcel at the northeast corner of the site. This area would be used for storm drain retention for the site once it's developed.

Two driveways are proposed for Santa Fe Drive. The driveway serving Parcel One would be a right-in/right-out driveway only. This driveway would be approximately 170 feet west of the intersection of North Highway 59 and Santa Fe Drive. A second full access driveway is proposed approximately 500 feet west of the intersection. An additional right-in/right-out driveway would be provided approximately 250 feet north of the intersection on Highway 59.

The existing use at the southwest corner of North Highway 59 and Santa Fe Drive will remain unchanged. The pre-zoning designation for the site is Light Industrial (I-L) which is consistent with the current General Plan designation of Industrial (IL). For a full listing of uses allowed within the I-L zone, please refer to the table at Attachment E.

Surrounding Uses
(Attachment A)

Surrounding Land	Existing Use of Land	Zoning Designation	City General Plan Land Use Designation
North	Black Rascal Creek/Vacant Land	Merced County	Regional/Community Commercial (RC)
South	BNSF Railroad/Industrial Uses	I-L	Industrial (IL)
East	Vacant Land (across SR 59)	P-D #12 and R-1-6	Commercial Office (CO) and Industrial (IL)
West	Vacant Land	Merced County	Regional/Community Commercial (RC) and Industrial (IL)

BACKGROUND

The annexation area is comprised of the northwest corner and southwest corner of North Highway 59 and Santa Fe Drive. The northwest corner of Santa Fe Drive has been vacant for many years. This property was previously identified by FEMA as an area within a floodway. Therefore, development on this property was not feasible and the property was given a General Plan designation of Open Space (OS). However, in 2014, FEMA revised the floodway and removed the majority of this property out of the floodway making it possible to be developed (Attachment F).

The southwest corner has been developed for many years with similar retail/wholesale businesses operating from the site.

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) The proposed annexation complies with the General Plan designation of Industrial (IND) for the southwest corner. The northwest corner of the annexation area would comply with the General Plan designation of Thoroughfare Commercial (CT) upon approval of General Plan Amendment #15-04. The southwest corner would also comply with the zoning designation of Light Industrial (I-L) and the northwest corner would comply with the designation of Thoroughfare Commercial (C-T) if the recommended pre-zoning is approved.

Policy UE-1.3	
Control the annexation, Timing, Density, and Location of new Land Uses Within the City's Urban Expansion Boundaries.	
Implementing Actions:	
1.3.a	**The City should continue to require that all new urban development and annexations be contiguous to existing urban areas and have reasonable access to public services and facilities.**
1.3.c	**The City shall encourage phasing of new development.**
Policy UE-1.5	
Promote Annexation of Developed Areas Within the City's Specific Urban Development Plan (SUDP)/Sphere of Influence (SOI) During the Planning Period.	
Implementing Actions:	
1.5.a	*The City should continue to promote the annexation of unincorporated urban areas within the urban expansion boundaries, which cause a duplication of public services and hinder extension of City services to new development, if they are financially feasible.*

General Plan Policy UE-1.3 and Implementing Action 1.3.g requires that annexation requests be evaluated against certain criteria. Below is an evaluation of the proposed annexation against those criteria:

Criteria 1

Is the area contiguous to the Current City Limits and within the City's Specific Urban Development Plan (SUDP)/Sphere of Influence (SOI)? Do the annexed lands form a logical and efficient City limit and include older areas where appropriate to minimize the formation of unincorporated peninsulas?

Evaluation

The proposed annexation area is contiguous to the existing City Limits to east and south (see map at Attachment A). The annexation area is on the western edge of the City Limits. The annexation would form a logical and efficient boundary and does not create any new islands or peninsulas.

Criteria 2
Is the proposed development consistent with the land use classification on the General Plan Land Use Diagram (Figure 3.1)?

Evaluation
The property at the southwest corner of the annexation area is consistent with the land use classification (IND) of the General Plan diagram. The northwest corner is currently designated as Open Space. However, the proposed General Plan Amendment would change the designation to Thoroughfare Commercial (CT) which would be consistent with the proposed development on that site.

Criteria 3
Can the proposed development be served by the City water, sewer, storm drainage, fire and police protection, parks, and street systems to meet acceptable standards and service levels without requiring improvements and additional costs to the City beyond which the developer will consent to provide or mitigate?

Evaluation
The City would be able to provide all services to the annexation area. All new development within the annexation area would be required to annex into the City's Community Facilities District (CFD) for services which would cover the costs of Police and Fire protection. Public Facilities Impact Fees would also be paid that would help fund future police and fire stations, parks and street improvements.

Criteria 4
Will this annexation result in the premature conversion of prime agricultural land as defined in the Important Farmland Map of the State Mapping and Monitoring Program? If so, are there alternative locations where this development could take place without converting prime soils?

Evaluation
The annexation area is not listed as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency.

Criteria 5
Will a non-agricultural use create conflict with adjacent or nearby agricultural uses? If so, how can these conflicts be mitigated?

Evaluation
The proposed development would not conflict with any nearby agricultural uses. The land directly to the north of the site is currently vacant. Beyond the vacant land is property planted with almond trees. Other than this use, there are no other agricultural uses nearby. Therefore, there would be no conflict with ag uses.

Criteria 6
Does the annexation area help the City reach one of the following goals?

a) Does annexation of the area bring the City closer to annexation of the UC Merced campus and University Community?

b) Does the area contain significant amounts of job-generating land uses, such as industrial, commercial, office, and business/research and development parks?
c) Does the project provide key infrastructure facilities or other desirable amenities such as the extension of major roads, utility trunk lines, parks and recreational facilities, etc.?

Evaluation

a) The proposed annexation does not bring the City closer to annexation the UC or UC Community area. This annexation is on the western edge of the City approximately 7 miles from UC Merced.
b) The proposed commercial development at the northwest corner of North Highway 59 and Santa Fe would generate a small number of jobs within the City. The first phase of the development would include a fast-food restaurant, gas station/mini-market/car wash, and drive-thru coffee kiosk. The jobs generated by these uses would typically be part-time jobs, but would include some full-time jobs. The future development of Phase Two would most likely include more retail-type uses. The exact number of jobs created is not currently available, but it is certain that new jobs would be available due to development of this site.
c) The development proposed for the northwest corner of North Highway 59 and Santa Fe Drive would be required to extend utility services across the full length of the project frontage as development occurs.

Traffic/Circulation

B) *The following is a summary. For more details regarding the traffic analysis, please refer to Section O of Initial Study #15-36 at Attachment G.*

Substantial Increase in Traffic Levels: Thresholds are established for arterial and collector type roadways. Customarily, traffic studies prepared for the City established a threshold of significance at 5% or more of existing traffic amounts contributed by the Project to an "arterial roadway" that is, or will be, operating at an unacceptable level of service (LOS) "E" or "F." KD Anderson and Associates prepared a traffic analysis for the proposed development (Attachment L) of Initial Study #15-36 (Attachment G). This analysis concluded the following:

All the roadway segments studied (SR 59, Santa Fe Drive, and Olive Avenue) are arterial roadways. Thus, the threshold of significance would be the addition of 5% of the current ADT for roadways operating at LOS "E" or "F." As shown in the table below, SR 59 from Olive Avenue to W. 16th Street is currently operating at LOS F.

Existing Roadway Segments Volumes and Levels of Service				
Street	**From**	**To**	**Daily Volume**	**LOS**
SR 59	Buena Vista Dr.	W. Olive Ave	13,379	D
	W. Olive Ave.	BNSF RR	21,954	**F**
	BNSF RR	W. 16th St.	20,462	**F**
Santa Fe Dr.	Beachwood Dr.	SR 59	19,733	C
W. Olive Ave	SR 59	Loughborough Dr.	25,131	C

Phase One of the proposed development at the northwest corner of North Highway 59 and Santa Fe Drive would add approximately 1,116 daily trips to the area. Phase Two would add an additional 1,924 trips for a total of 4,040 daily trips at full build-out of the project. The table on the following page shows the comparison of the existing traffic volumes to the expected traffic volumes with build-out of the project. As shown, the additional traffic generated from the project would not decrease the level of service for these roadway segments below the existing LOS. As shown below, no segment of the SR 59 that currently operates at LOS F exceeds a 5% increase in traffic volume. Therefore the project would not result in a significant impact.

Existing Roadway Segments Plus Project Volumes and Levels of Service							
Street	**From**	**To**	**Existing Daily Volume**	**Project Daily Volume**	**Total Daily Volume**	**Percent Increase**	**LOS**
SR 59	Buena Vista Dr.	W. Olive Ave	13,379	1,010	14,749	7.0%	D
	W. Olive Ave.	BNSF RR	21,954	808	22,762	3.7%	**F**
	BNSF RR	W. 16th St.	20,462	404	20,866	2.0%	**F**
Santa Fe Dr.	Beachwood Dr.	SR 59	19,733	606	20,339	3.1%	C
W. Olive Ave	SR 59	Loughborough Dr.	25,131	2,015	27,146	8.0%	C

Intersections

Although SR 59 between Olive Avenue and W. 16th Street would continue to operate at an LOS F, the existing off-site intersections studied would all operate at an LOS D. However, the proposed western driveway is forecasted to operate at an LOS F in the p.m. peak hour (4-6 p.m.) In order to improve this condition, the traffic analysis offers three possible alternatives. Each scenario would have ramifications on the project.

Similarly, the SR 59 access is expected to occasionally be blocked by the queue of southbound traffic extending from the Santa Fe Drive traffic signal. Alternative measures to alleviate this issue are also noted, along with their ramifications on the site. The traffic analysis recommends Alternative #1 as the preferred mitigation measure for this impact.

Western Driveway Alternatives

Alternative	**Ramification**
Install a Two-Way Left-Turn lane on Santa Fe Drive.	Requires moving driveway or reconstructing SR 59 intersection.
Prohibit outbound left turns.	Exacerbates problem at SR 59 driveway.
Install traffic signal.	Location is problematic and would likely require moving the driveway.

SR 59 Access Alternatives

Alternative	Ramification
Lengthen southbound left turn lane.	Facilitates access, but does not shorten queues (*mitigation recommended by traffic analysis*).
Move access to the north.	Affects Black Rascal Creek as well as property not included in project.
Close SR 59 access.	Exacerbates issues at western access and makes site untenable as a retail center.

The additional traffic on the roadways does not reach the level of significance since the amount of traffic added to the sections of road currently operating at LOS F are less than 5%. However the on-site impacts described above would require mitigation to reduce them to a less than significant level.

Cumulative Conditions

The analysis of the Cumulative Plus Project analysis determined that in order to improve the level of service at SR 59 and Olive Avenue, improvements would be needed. As mitigation for the project's proportional impact on this roadway segment, the analysis determined the development should contribute its fair share to the cost of intersection improvements.

The following Mitigation Measures have been recommended in order to reduce traffic impacts to a less than significant level. These mitigation measures are also included as Conditions #8, 9, and 10.

Mitigation Measure TRA-1

Prior to construction, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driving further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination.

Mitigation Measure TRA-1a

The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.

Mitigation Measure TRA-1b

The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue:

- *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,*
- *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,*
- *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right-turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*

Caltrans is currently working on improvements to the intersection of Olive Ave./Santa Fe Dr. and Highway 59. Caltrans would be consulted prior to any mitigation measures being constructed at this intersection.

Parking

C) The annexation does not directly produce a need for parking. However, the subsequent development would require parking to serve the future uses on the site. Parking requirements would be evaluated at the Site Plan Review and/or Building Permit phase of development.

Public Improvements/City Services

D) *Streets/Sidewalks/Curb/Gutter*

Santa Fe Drive and North Highway 59 shall be widened to the full width along the north side of Santa Fe Drive and the west side of Highway 59 as part of the development of the retail center. All public improvements shall be installed in this area including, but not limited to, sidewalk, curb, gutter, street lights, and street trees (Condition #13). The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way (Condition #14).

E) *Sewer/Water*

The City's current water and wastewater system is capable of handling the annexation area and future development of the proposed project at the northwest corner of North Highway 59 and Santa Fe Drive. There is an existing sewer line in Olive Avenue. The project would be required to extend the main line to their site and across the entire frontage of their property (approximately 1,000 feet) as development occurs. A sewer line also exists in Highway 59, south of Olive Avenue that would serve the existing development in that area.

There is a water line in North Highway 59 which extends along the property frontage within the entire annexation area. This water line would serve both the existing development and future development.

F) *Storm Drainage*

Any future development within the annexation area would be required to provide on-site storm drainage facilities that would connect to the City's storm drain system (Condition #18). Details regarding this system would be addressed prior to issuance of any building permits for development. Prior to the issuance of a building permit for this project, the

applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit (Mitigation Measure HYD-5 and Condition #15).

Additionally, the developer would be required to submit a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Mitigation Plan (SWMP) for review and approval prior to construction (Mitigation Measures HYD-1a and 1b).

G) *Police and Fire Protection*

The annexation area is located within the City's Police and Fire emergency response times. All new construction within the annexation area would be required to annex into the City's Community Facilities District (CFD) for services which helps cover the cost of Police and Fire response. In addition, all new development would be required to pay the City's Public Facilities Impact Fees to help fund future Police and Fire stations.

H) *Parks and Recreation*

The existing use and proposed uses within the annexation area are all commercial or industrial in nature. These uses would not produce a need for additional parks and recreation facilities. However, a portion of the PFFP fees paid go towards the development of new parks within the City.

Building Design/Site Design/Landscaping/Signs

I) The annexation process does not get into the detail of building and site design, landscaping, or signs for projects. These issues would be addressed during subsequent reviews for new development.

Neighborhood Impact/Interface

J) The annexation area is not adjacent to any developed residential areas. The nearest residential uses to the annexation area are approximately 1,000 to 1,500 feet away. Public hearing notices were mailed to all property owners within 300 feet of the annexation area. To date, no one has expressed any concerns with the proposed annexation or subsequent development.

Timeliness of Annexation

K) This annexation would be the first since the Mather Road Annexation in 2009. In 2016, the City and County reached an agreement for a new Revenue Sharing Agreement which paved the way for new annexations.

Pre-Annexation Development Agreement

L) Section 20.86.150 of the Zoning Ordinance requires a property owner to enter into a Pre-Annexation Development Agreement prior to annexation. This agreement shall not become operative unless annexation proceedings are completed by the Local Agency Formation commission (LAFCO). A Draft Pre-Annexation Development Agreement

(Attachment H) has been provided for the Commission to make a recommendation on to the City Council as required by Section 20.86.060 of the Zoning Ordinance. The Pre-annexation Development Agreement is only with the owner of the vacant land and binds the owner and her successors to certain conditions and requirements related to the development of the land. The property owner has reviewed the draft agreement and has verbally agreed to sign it prior to City Council taking final action on the agreement.

Environmental Clearance

M) The Planning staff has conducted an environmental review (Initial Study #15-36) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Draft Mitigated Negative Declaration (i.e., no significant effects in this case because of the mitigation measures and/or modifications described in Initial Study #15-36 is being recommended (Attachment G).

Attachments:

A) Location Map
B) Site Plan
C) Zoning Table – Commercial Uses
D) Tentative Map
E) Zoning Table – Industrial Uses
F) Flood Zone
G) Initial Study
H) Draft Pre-Annexation Development Agreement
I) Draft Planning Commission Resolution

Ref: *N:\SHARED\PLANNING\STAFFREP\SR2018\SR 18-14 Annex & Pre-Zone .docx*

REFER TO ATTACHMENTS 1 THROUGH 8 OF THE ADMINISTRATIVE REPORT FOR ATTACHMENTS A THROUGH I OF STAFF REPORT #18-14.

Planning Commission Minutes Excerpt
JUNE 6, 2018

4.2 Extension to Vesting Tentative Subdivision Map (VTSM) #1291 ("Bright Homes"), initiated by Bright Development. This application involves a request for an extension of time for filing a final map for VTSM #1291. VTSM #1291 was approved on January 16, 2007, to allow the subdivision of 39.8 acres of land into 168 single-family lots generally located on the east side of G Street at Merrill Place (extended) within an R-1-5 zone with a General Plan designation of Low Density Residential (LD). This extension request was referred to the Planning Commission for final action by the City's Site Plan Review Committee on March 15, 2018. (Item continued from meeting of April 18, 2018).

Associate Planner NELSON reviewed the report on this item. For further information, refer to Staff Report #18-10.

Public testimony was opened at 7:27 p.m.

Speakers from the Audience in Favor:

DAVE BUTZ, Bright Development, Applicant, Modesto

RICK TELEGAN, Exposition Properties, LLC., Fresno

There were no speakers from the audience in opposition to the project.

Public testimony was completed at 7:32 p.m.

M/S PADILLA-COLBY, to approve the Extension of Vesting Tentative Subdivision Map #1291 ("Bright Homes"), subject to the Findings and twenty-nine (29) Conditions set forth in Staff Report #18-10, with additional Conditions #30 and #31 (RESOLUTION #2904):

AYES: Commissioners Alshami, Camper, Colby, Martinez, Padilla, and Chairperson Dylina
NOES: None
ABSENT: None, (one vacancy)
ABSTAIN: None

RECORDED AT THE REQUEST OF
City Clerk
City of Merced
A California Charter Municipal Corporation

WHEN RECORDED RETURN TO
City Clerk
City of Merced
678 West 18th Street
Merced, California 95340

(Space Above Line For Recorder's Use)

PRE-ANNEXATION DEVELOPMENT AGREEMENT

PENDING ANNEXATION/PRE-ZONING NO. 15-01

"HIGHWAY 59 & SANTA FE ANNEXATION"

LOUANN BIANCHI

Date: _____

PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
CITY OF MERCED
AND
LOUANN BIANCHI

This Pre-Annexation Development Agreement ("Agreement") is entered into to be effective on the date it is recorded with the Merced County Clerk/County Recorder (the "Effective Date") by and among the City of Merced, a California Charter Municipal Corporation ("City") and the persons listed below ("Owner"):

Louann Bianchi
151 N. Ulukoa Pl.
Lahaina, HI 96761-1969

RECITALS

A. To provide for orderly planning, City has the authority pursuant to California Government Code Sections 65300 and 65301 to include in its General Plan land outside its boundaries which is in the City's sphere of influence or in the City's judgment bears a relation to its planning and, pursuant to Section 65450, to adopt specific plans for any part of the area covered by the General Plan. City also has the authority pursuant to California Government Code Section 65859 to pre-zone property adjoining the City for the purpose of determining the zoning designation that will apply to the property in the event of a subsequent annexation of the property to the City.

B. The Legislature of the State of California has adopted California Government Code Section 65864-65869.5 ("Development Agreement Legislation") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries or in unincorporated territory within a city's sphere of influence for the development of such property in order to, among other things: encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage

an investment in and commitment to comprehensive planning, which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

C. Pursuant and subject to the Development Agreement Legislation, the City's police powers, and City Council Resolution No. 95-6, City is authorized to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries or sphere of influence thereby establishing the conditions under which such property may be developed in the City or may be annexed into the City and governing development of such property upon its annexation.

D. By electing to enter into this Agreement, City shall bind future Members of the City Council of City by the obligations specified herein and further limit the future exercise of certain governmental and proprietary powers by any Member of the City Council to the extent such limitation is provided in the Development Agreement Legislation.

E. The terms and conditions of this Agreement have undergone extensive review by the staff of the City, the City's Planning Commission, the City Council of City, and Owner, and have been found to be fair, just, and reasonable.

F. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

G. All of the procedures of the California Environmental Quality Act have been met with respect to this Agreement.

H. City was incorporated on April 1, 1889, and the City Charter was approved on April 12, 1949 and last amended on in January 2008.

I. Owner is the fee or equitable owner of two parcels totaling approximately 7.83 acres of undeveloped land located within the City's sphere of influence, hereinafter referred to as the "Property" as legally described in Exhibit "A" and depicted on the map thereto, both attached hereto and made a part herein by this reference.

J. Owner has requested City to apply to the Merced County Local Agency Formation Commission ("LAFCO") to annex the Property. City is not opposed to Owner's request and will consider said request upon Owner's execution of this Agreement.

K. City and Owner desire that the Property be developed pursuant to the land uses and conditions of Pending Annexation and Prezoning #15-01and Expanded Initial Study #15-36.

L. The City Council of City hereby finds and determines that:

(1) The environmental impacts of the Project have been reviewed and all measures deemed feasible to mitigate adverse impacts thereof have been incorporated into the City approvals for the Project.

(2) No other mitigation measures for environmental impacts created by the Project, as presently approved, shall be required for development of the Project unless mandated by law.

(3) City may, pursuant to and in accordance with its rules, regulations, and ordinances, conduct an environmental review of subsequent discretionary entitlements for the development of the Project or any changes, amendments, or modifications to the Project. The City, as a result of such review, may impose additional measures (or conditions) to mitigate as permitted by law the adverse environmental impacts of such development entitlement which were not considered or mitigated at the time of approval of the Project.

M. As a Mitigated Negative Declaration was prepared for the Project vested by this Agreement, the following language is to be included:

(1) Within forty-eight (48) hours of the effective date of this Agreement, Owner shall deliver to the City's Planning Department a check payable to the County Clerk in the amount of Two Thousand Three Hundred Thirty Dollars and Seventy-Five Cents ($2,330.75.), which includes the Two Thousand Two Hundred Eighty Dollars and Seventy-Five Cents ($2,280.75) fee required by Fish and Game Code Section 711.4(d)(3) plus the Fifty Dollar ($50.00) County administrative fee to enable the City to file the Notice of Determination required under Public Resources Code Section 21152 and 14 Cal. Code of Regulations 15075. If within such forty-eight (48) hour period the Owner has not delivered to the City's Planning Department the check required above, this Agreement shall be

void by reason of failure of a material condition, Fish and Game Code Section 711.4.

N. City Council of City has approved this Agreement by Ordinance No. ____ adopted on _____, 2018, and effective on _____, 2018.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals. The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.

2. Definitions. In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below:

2.1 "City" is the City of Merced.

2.2 "County" is the County of Merced.

2.3 "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Existing Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

2.4 "Development Plan" means the Existing Development Approvals defined in Section 2.6 below which are applicable to development of the Project.

2.5 "Effective Date" means the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City Council adopted such Ordinance absent a referendum challenge.

2.6 "Existing Development Approval(s)" means those certain development approvals in effect as of the effective date of this Agreement with respect to the Property, including, without limitation, the "Existing Development Approvals" listed in Exhibit "B" attached hereto and incorporated herein by this reference, which were approved by the City.

2.7 "Financing District" means a Community Facilities District formed pursuant to the Mello-Roos Community Facilities Act of 1982, (California Government Code Sections 53311 *et seq.*, as amended, and referred to hererin as the "Mello-Roos" Law); an assessment district formed pursuant to the Landscaping and Lighting Act of 1972, (California Streets and Highways Code Sections 22500 *et seq.*, as amended); a special assessment district formed pursuant to the Municipal Improvement Act of 1913, (California Streets and Highways Code Section 10100, *et seq.,* as amended); or any other special assessment district pursuant to State law or by virtue of the City's status as a Charter City, formed for the purposes of financing the cost of public improvements, facilities, services and/or public facilities fees within a specific geographical area of the City.

2.8 "Future General Regulations" means all ordinances, resolutions, codes, rules, regulations, and official policies of City applicable to all properties in the City after the Effective Date and as stipulated in Section 14 of this Agreement.

2.9 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations, and official policies of City, governing the development and use of land including without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property listed on Exhibit "C" attached hereto and incorporated herein by this reference, which are a matter of public record on the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy governing:

(a) The conduct of businesses, professions, and occupations;

(b) Taxes and assessments;

(c) The control and abatement of nuisances;

(d) The provision, maintenance, expansion, termination, conditions and limitations of municipal water and sewer services;

(e) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

(f) The exercise of the power of eminent domain.

2.10 "Owner" means the person or entity having a legal or equitable interest in the Property and Project and all successors, transferees, or assigns thereof;

2.11 "Project" or "Projects" is the development of the Property in accordance with the Development Plan.

2.12 "Property" is the real property legally described in Exhibit "A" and depicted on the map thereto, both attached hereto and incorporated herein by this reference.

2.13 "Subdivision" shall have the same meaning as that term is defined in Government Code Section 66424.

2.14 "Subsequent Development Approvals" means all development approvals required subsequent to the Effective Date in connection with development of the Property.

2.15 "Subsequent Land Use Regulation" means any Land Use Regulation adopted and effective after the Effective Date of this Agreement.

3. Interest of Owner. Owner represents that it has the fee title or equitable interest in the Property, and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

4. Exhibits. The following documents are referred to in this Agreement attached hereto, incorporated herein, and made a part hereof by this reference:

Exhibit Designation	Description
Exhibit A	Property Legal Description and Map
Exhibit B	Existing Development Approvals
Exhibit C	Land Use Regulations
Exhibit D	Public Benefits
Exhibit E	Notice of Default to Mortgagee
Exhibit F	Planning Commission Resolution #3095

Exhibit G Mitigation Measures Adopted by City Council

5. Term of Agreement.

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall extend for a period of ten (10) years thereafter, unless this Agreement is sooner terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.

5.2 Time to Annex. Except as otherwise expressly provided in this Agreement, this Agreement shall terminate and be of no further force and effect if the change of organization or reorganization ("Annexation") of the Property is not approved by the Merced County Local Agency Formation Commission ("LAFCO") and the City Council of City and any other appropriate public agencies having jurisdiction thereover within two (2) years after the effective date of this Agreement unless extended in writing by mutual agreement of the parties.

5.3 Termination by Litigation. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.

5.4 Subdivision Map Act Compliance. Any tentative map prepared for the Subdivision under this Agreement shall comply with the provisions of Government Code Section 66473.7.

6. Permitted Use and Density. The permitted use of the Property is a commercial center to include a gas station, mini-market, car wash, fast-food restaurant, and drive-through coffee shop along with other unknown commercial uses.

7. Public Benefits. In accordance with Section 1 of City Resolution No. 2005-101, specific public benefits are provided to City beyond those already forthcoming through Project approvals in return for the City's commitments to maintain present plans as regulations for the determinate period set forth in this Agreement. These specific public benefits are set forth on Exhibit "D" attached

hereto and incorporated herein by this reference as if set forth in full. Owner agrees to provide all public benefits identified in said Exhibit "D" in such manner and within such timeframe as provided therein.

8. Annexation.

8.1 Annexation-Owner's Obligations. Owner shall take all actions reasonably necessary to process and complete proceedings before LAFCO on the Annexation. Owner shall pay all LAFCO processing fees required in connection with the Annexation and shall pay any generally applicable City processing fees required for the Annexation. Owner shall reimburse City for its actual and reasonable costs incurred in the processing of this Agreement. Owner agrees to take all steps reasonably necessary to support annexation to the City, including voting in favor of annexation. Owner shall assist City in preparing the Plan of Services required by LAFCO.

8.2 City's Duty to Cooperate. City shall cooperate and assist in the processing of the Annexation before LAFCO by timely taking the following actions:

(a) Providing all information reasonably required or requested by LAFCO with respect to the Annexation including, without limitation, a Plan of Services providing information to LAFCO with respect to the provision of municipal services to the Annexation Property by the City; and,

(b) Providing a written statement of support for the Annexation to LAFCO prior to the LAFCO public hearing on the Annexation.

9. Assignment.

9.1 Right to Assign. The Owner shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Sections 66410, *et seq.*, or Chapter 18.04 of the Merced Municipal Code to any person, partnership, joint venture, firm, limited liability company, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the

rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property. Owner agrees to provide specific notice of this Agreement, including the record or document number, where a true and correct copy of this Agreement may be obtained from the County Clerk/County Recorder of the County of Merced, in any grant deed or other document purporting to transfer the title or an interest in the Property during the term of this Agreement or any extension thereof.

(b) No less than thirty (30) business days prior to any such sale, transfer, or assignment, the Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed Assignment and Assumption Agreement, in a form acceptable to the City Attorney, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the owner under this Agreement. Where multiple sales, transfers, or assignments are contemplated by Owner to more than one purchaser, transferee, or assignee, said Assignment and Assumption Agreement shall expressly specify and apportion shared obligations amongst various purchasers, transferees, or assignees.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall be null and void and shall constitute a material default by the Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (b) of this Subsection, the burdens of this Agreement placed upon Owner shall run with the land and shall be binding upon any purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed.

9.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Owner of **ALL** of the following conditions:

(a) The Owner no longer has a legal interest in all or any part of the Property except as a beneficiary under a deed of trust.

(b) The Owner is not then in default under this Agreement.

(c) The Owner or purchaser has provided City with the notice and executed Assignment and Assumption Agreement required under Paragraph (b) of Subsection 9.1 above.

(d) The purchaser, transferee, or assignee provides City with security equivalent to or better than any security previously provided by Owner to secure performance of its obligations hereunder.

(e) The Owner has reimbursed City for any and all City costs associated with Owner's transfer of all or a portion of the Property.

(f) The Owner has reimbursed City for any and all costs relating to this Agreement.

(g) The conditions in Section 20.4 (Sewer Facility Capital Expansion Improvement Bonds) have been completely satisfied, are no longer required or the obligations under Section 20.4 have been completely and unequivocally assumed by the subsequent Owner.

9.3 Termination of Agreement with Respect to Individual Lots upon Sale to Public and Completion of Construction. With the exception of Section 20.4, the provisions of Subsection 9.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be

released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of all of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A Certificate of Occupancy has been issued for a building on a lot, and the fees set forth in this Agreement have been paid; and

(c) The conditions in Section 20.4 (Sewer Facility Capital Expansion Improvement Bonds) have been completely satisfied or are no longer required.

9.4 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

10. Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value, unless otherwise required by law. No Mortgagee shall have an obligation or duty under this Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

11. Notice of Default to Mortgagee; Right to Cure.

11.1 Timely Notice to City Clerk. If the City Clerk timely receives notice, on the form set forth on Exhibit "E," attached hereto and incorporated herein by this reference, from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of the Agreement, the City shall endeavor to provide a copy of that notice to the Mortgagee within ten (10) days of sending the Notice of Default to Owner. City shall have no

liability for damages or otherwise to Owner, Owner's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

11.2 Mortgagee Right to Cure. The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee to avail itself of the rights provided by this Section must notify the City in writing of its intent to attempt to remedy or cure within twenty (20) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. By providing the notice to City, Mortgagee is agreeing and consenting to the provisions of this Section and is further waiving the right to claim a prior lien on the Property. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within thirty (30) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this thirty (30) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the thirty (30) day period and thereafter diligently pursues and completes the cure.

11.3 City Council Review of Mortgagee's Efforts. Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City's City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement at its sole and complete discretion.

11.4 Reservation of City's Rights During Cure Period. In return for City granting to Owner, Owner's successors and transferees, and the Mortgagees of each of them, an extended time to remedy or cure a Default, Owner, Owner's successors and transferees, and the Mortgagees of each of them agree that once a Default is declared by City's City Council, the City may take the actions set forth below and lien and burden the Property for the costs thereof

-- irrespective of any lien priority, construction loan, deed of trust, or other encumbrance. Such actions include the following:

(a) Abate public nuisances following the City-adopted public nuisance ordinance;

(b) Remedy any health or safety threat posed by the Property, construction, or other activities going on on the Property;

(c) Control storm water run-off from the Property pursuant to Chapter 8.08 of the Merced Municipal Code and in compliance with all Post Construction Standards required by the City's Municipal Separate Storm Sewer System (MS-4) Permit;

(d) Screen any unsightly appearance on the Property for aesthetic purposes;

(e) Abate weeds; and,

(f) Control noise, dust, or other offensive conditions on the Property.

11.5 Mortgagee Extension of Cure to Possession of Agency. In the event any obligation of Owner is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the United States Department of Labor San Francisco-Oakland-San Jose Consumer Price Index as the measure of inflation.

12. Mortgagee Rights. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or

modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Owner shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days or receipt of an invoice from City.

Any Mortgagee of the Property shall be able to rely upon the provisions hereof and except as expressly provided in this Agreement, neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law or specified herein.

13. California Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain Codes which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including the Project and Property subject to this Agreement. Such Codes include, but are not limited to, the California Building Code, California Mechanical Code, California Electrical Code, and California Fire Code.

14. Public Health and Safety Concerns, Application to Project of Future General Regulations.

14.1 City Authority to Adopt Future General Regulations. This Agreement does not prevent the City from adopting Future General Regulations and applying such Future General Regulations to the Project and the Property, provided the City Council adopts findings that a failure to apply such Future General Regulations would result in a condition injurious or detrimental to the public health and safety. These findings shall be based upon substantial evidence in the record from a hearing conducted by the City Council at which the Owner was provided at least ten (10) days advance written notice.

14.2 Application of Future General Regulations to Project. Notwithstanding Section 14.1 above, the City shall not apply to the Project or the Property any Future General Regulations which prevent, preclude, or unreasonably delay or alter or in any way affect the implementation of all or any portion of the Development Plan, unless the City Council, in accordance with Section 14.1 above also makes a finding that such Future General Regulations are reasonably necessary to correct or avoid such injurious or detrimental condition. Any Future General Regulations applied to the Project

or the Property pursuant to this Section 14.2 shall only apply for the duration necessary to correct or avoid such injurious or detrimental condition.

15. Binding Effect of Agreement. The burdens of this Agreement bind and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

16. Project as a Private Undertaking/Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

17. Changes in Project. City may expand the permitted uses for the Property without amending this Agreement so long as Owner or Owner's successor retains his/her/their existing entitlements.

18. Timing of Development; Pardee Construction case. The parties acknowledge that Owner cannot at this time predict when, or at the rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties, it is the parties intent to cure that deficiency by acknowledging and providing that the Owner shall have the right to develop the Property in such order, at such rate, and at such times as the Owner deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan and this Agreement.

19. Indemnity and Cost of Litigation.

19.1 Hold Harmless. The Owner shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof,

and officers, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, employees, or agents thereof to attack, modify, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the Property, the Project, and the approvals related thereto. Furthermore, Owner shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, and officers, employees, or agents thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate in the defense of the action by providing staff witnesses, documents, and related information. It is understood that the duty of Owner to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Owner from liability under this indemnification and hold harmless clause. Owner agrees to and shall indemnify, protect, defend, and hold harmless the City and its officers, employees, agents, and representatives from actions for damages caused or alleged to have been suffered by reason of the operations referred to in this paragraph, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Project. This indemnification requirement shall extend beyond the termination or expiration of this Agreement. By execution of this Agreement, Owner acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

19.2 Hold Harmless—Damages & Injury. Owner further agrees to and shall indemnify, protect, defend, and hold City, its officers, employees, agents, and representatives harmless from liability for any and all damage or claims for damage for personal injury, including death, and claims for property damage, resulting from intentional or negligent acts, errors, or omissions which may arise from the direct or indirect operations of the Owner or those of its employees, officers, agents, contractors, subcontractors, or other person acting on its behalf which relate to the Project, or from any violation of any federal, state, municipal law, ordinance, or regulation, to the extent caused, in whole or in part, by the intentional or negligent acts, errors, or omissions of Owner or its employees, officers, agents, contractors, subcontractors, or other person acting

on its behalf, or by the quality or character of Owner's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence of the City. It is understood that the duty of Owner to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Owner from liability under this indemnification and hold harmless clause. Owner agrees to and shall indemnify, protect, defend, and hold harmless the City and its officers, employees, agents, and representatives from actions for damages caused or alleged to have been suffered by reason of the operations referred to in this paragraph, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Project. This indemnification requirement shall extend beyond the termination or expiration of this Agreement. By execution of this Agreement, Owner acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

19.3 Third Party Litigation Concerning Agreement. Owner shall indemnify, protect, defend, and hold harmless City, its officers, employees, or agents against any loss, cost, expense, claim, or counter-claim, complaint, or proceeding to attack, modify, set aside, void, or annul the approval of this Agreement or the approval of any permit or entitlement granted pursuant to this Agreement brought by a third party. City shall promptly notify Owner of any such claim, action, or proceeding, and City shall cooperate in the defense of the action by providing staff witnesses, documents, and related information. If City fails to promptly notify Owner of any such claim, action, or proceeding, or if City fails to cooperate in the defense, Owner shall not thereafter be responsible to indemnify, protect, defend, or hold harmless City. City may in its discretion participate in the defense of any such claim, action, or proceeding.

19.4 Environmental Assurances. Owner shall indemnify, protect, defend, and hold harmless City, its officers, employees, agents, assigns, and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred,

or suffered by, or asserted against, City or its officers, employees, or agents arising from or attributable to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or hazardous wastes at any place within the Property which is the subject of this Agreement. The foregoing indemnity extends beyond the term of this Agreement and is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation, and Liability Act, "CERCLA," 42 U.S.C. Section 9667(e), and California Health and Safety Code Section 25364, and their successor statutes, to insure, protect, defend, hold harmless, and indemnify City from liability.

19.5 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 27.4 and 27.5 hereof, Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents, and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms and/or operation of this Agreement.

19.6 Reservation of Rights. Owner's obligation to indemnify, protect, defend, and hold harmless under Sections 19.1 to 19.3 herein shall be provided at Owner's sole expense, including but not limited to attorneys' fees and court costs, with legal counsel which Owner selects, hires, or otherwise engages to defend City hereunder to be approved by City. City reserves the right to conduct its own defense, provided, however, that Owner shall reimburse City forthwith for any and all reasonable expenses incurred for such defense, including, but not limited to, attorneys' fees and court costs, upon billing and accounting therefor.

19.7 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

20. Public Benefits, Public Improvements and Facilities.

20.1 Intent. The parties acknowledge and agree that this Agreement confers private benefits on the Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Owner by providing more fully for the satisfaction of the public needs resulting from development of the Project, as set forth on Exhibit "D" attached hereto and incorporated herein by this reference. Owner agrees to provide all public benefits identified in said Exhibit "D" in such manner and within such timeframe as provided therein.

20.2 Development Fees. Owner shall also pay all other customary and typical development exactions, for a Project of this size and nature, in existence as of the Effective Date and throughout the term of this Agreement, including but not limited to, Fire, Traffic Signal Mitigation, Public Facility Financing Plan Impact Fees, School Impact Fees (SB50), sewer and water connection fees, and permit fees pursuant to the provisions of City ordinances and resolutions in existence at the time of payment, including any periodic adjustments provided by said ordinances and resolutions.

20.3 Public Improvements. If Owner is required by this Agreement, or any other obligation, to construct any public improvements which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall construct such improvements in the same manner and subject to the same requirements as would be applicable to City or such other public agency should it have undertaken such construction.

As required by Mitigation Measure TRA-1 of Environmental Review #15-36, adopted by City Council and found at Exhibit G, a traffic signal may be required at such time as the City Engineer deems it necessary for safety reasons based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of Owner.

20.4 Sewer Facility Capital Expansion Improvement Bond. The City anticipates (i) forming one or more Financing Districts to finance the expansion of its sewer facilities and system to upgrade the City's sewer treatment facility to accommodate the additional sewer capacity required for growth attributable to the Project, and (ii) issuing sewer facility capital expansion improvement bonds or other indebtedness (the "Bonds") to be secured in whole or in part from assessments or special taxes levied within such Financing Districts, or similar fees and charges. Owner, on behalf of itself and

its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, agrees to form or annex to a Financing District or pay fees and charges in lieu thereof when established, agrees to include the Property within a Financing District, and agrees to pledge and encumber the Property for purposes of the issuance of the Bonds and authorize, by petition, vote, or otherwise, that inclusion of the Property in the Financing District, the issuance of the Bonds, and the imposition by the City of a special tax or assessment on the Property in order to secure the Bonds. The Owner acknowledges that an assessment lien or special tax lien will be recorded against the Property and that the lien will continue in force and effect until the assessment or special tax obligation is prepaid or permanently satisfied and the lien cancelled in accordance with the law. By executing this Agreement, Owner, on behalf of itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, agrees and consents to waive any protest, suit, claim, or challenge to the Bond or any proceedings related thereto. The terms and condition in this Section 20.4 shall run with the land and shall survive beyond the termination or expiration of this Agreement.

21. Reservation of Authority.

21.1 Limitations, Reservations, and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

(a) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exactions shall be applicable to development of the Property unless such Development Exactions are applied uniformly to development throughout the City.

(d) Regulations governing construction standards and specifications including without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.

(e) Regulations governing:

(1) The control and abatement of public nuisances;

(2) Storm water run-off from the Property;

(3) The remedy of any health or safety threat posted by the Property; and,

(4) The provision, maintenance, expansion, termination, conditions and limitations of municipal water and sewer services.

(f) Regulations which are in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided Owner has given written consent to the application of such regulations to development of the Property.

21.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying the Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing or Subsequent Land Use Regulations not in conflict with the Development Plan.

21.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be

modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

21.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies.

22. Development of the Property, Vesting, and Changes/Amendments.

22.1 Rights to Develop. Contingent upon approval of Owner's annexation request by LAFCO and subject to the terms of this Agreement, Owner shall have a vested right to develop the Property in accordance with, and to the extent of the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the City's Zoning Ordinance for Thoroughfare Commercial (C-T) Zone. In exchange for the vested right to develop pursuant to this Agreement, Owner expressly waives for itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, the right to challenge or contest the validity of the annexation and any condition of approval attached to any entitlement which is a part of the Development Plan.

22.2 Payment of Fees. Owner, for itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, agrees to pay all City and school district fees, taxes, and/or assessments in effect on the Effective Date of this Agreement, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or assessments which are in effect at the time building permits are issued, which may include public facility impact fees, other impact fees as applicable, and any special assessments or Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by a special assessment law or the Mello-Roos law, etc., (and to comply with the additional conditions set forth in Exhibit "F," attached hereto and incorporated herein by this reference).

Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time.

22.3 Compliance with Conditions. Owner agrees to comply with the conditions of approval set forth in Planning Commission Resolution No. 3095, attached hereto as Exhibit "F," and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impacts, if any, caused by Owner's development or are necessary to offset the costs to the City generated by Owner's development including sewer connection costs pursuant to Chapter 15.16 of the Merced Municipal Code.

22.4 Utility Connection Charge. Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

22.5 Building Permits & Wastewater Treatment Plant Capacity. No building permit or other permit for the Project shall be issued if Owner is not in full compliance with this Agreement. Notwithstanding any provision to the contrary, in the event the City's Wastewater Treatment Plant's capacity or operation is insufficient to serve all development projects in the City seeking connections, available building permits and sewer connections (hereinafter "Connection Permit"), shall be allocated as follows:

(a) The City reserves 5% of the available capacity, but not less than 100,000 gallons per day, to serve new commercial and industrial projects;

(b) Among residential projects, first priority shall be given for up to 5% of available capacity, but not less than 100,000 gallons per day, for projects legally covenanted and required to sell or lease to persons of low or moderate income;

(c) The balance of available capacity shall be allocated through the issuance of Connection Permits to Projects that have pledged their Property subject to this Agreement as security for the pubic financing essential to the expansion of the City's Wastewater Treatment Plant,

and among those Projects that have done so meet the following additional criteria:

(1) Have approved final maps for their Project and completed all other discretionary approvals (such as Conditional Use Permits);

(2) Agree and are able to commence construction of buildings within 120 days of receiving a building permit;

(3) Agree pursuant to a construction phasing plan submitted with the Connection Permit application to diligently pursue construction until completion in accordance with the phasing plan; and,

(4) Allocation of Connection Permits shall be based on those applications approved meeting the requirements above with those approved first in time getting priority over those filing subsequent thereto.

Insufficient capacity shall be determined by the City Engineer considering existing agreements to serve and maximum flow to the Wastewater Treatment Plant at its highest average point.

This allocation method for Connection Permits shall continue until such time as capacity at the Wastewater Treatment Plant is able to meet all of the requests for service, as determined by the City Engineer, with a sufficient reserve capacity to meet unexpected needs or opportunities for the City.

If construction is not commenced within the time limit specified in Section 22.5(c)(2), any Connection Permit for which construction has not commenced under the building permit shall be deemed void and subject to reallocation.

Once a Connection Permit is issued for a Project, the Connection Permit is not transferable by the permit holder to another site or location. The Connection Permit may be transferred between parties, such as when one company buys out a site to complete the Project, so long as the location does not change. Any attempted transfer to another location shall be void and cause the Connection Permit to be immediately voided and subject to reallocation.

If construction of the Project is not commenced within five (5) years, any sewer capacity allocated to this Property by this annexation shall be terminated. If, after five (5) years the sewer capacity allocation is terminated, the City Engineer shall determine when sufficient capacity is available for development.

22.6 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the existing Land Use Regulations in effect on the Effective Date of this Agreement. City shall exercise its lawful reasonable discretion in connection with Subsequent Development Approvals in accordance with the Development Plan, and as provided by this Agreement. City shall accept for processing, review, and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. City may, at the request of Owner, contract for planning and engineering consultant services to expedite the review and processing of Subsequent Development Approvals, the cost of which shall be borne by Owner.

22.7 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event the Owner finds that a change in the Existing Development Approvals is necessary or appropriate, the Owner shall apply for a Subsequent Development Approval to effectuate such change. If approved by City under Section 25 below, any such change in the Existing Development Approvals shall be incorporated herein as addendum to this Agreement and may be further changed from time to time as provided in this Section. Owner, shall, within thirty (30) days of written demand by City, reimburse City for any and all reasonable costs, associated with any amendment or change to this Agreement that is initiated by Owner or Owner's successor -- without regard to the outcome of the request for amendment or change to this Agreement. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or a supplemental Environmental Impact Report pursuant to Section 21166 of the Public Resources Code.

Notwithstanding the forgoing, the City is neither obligated nor required to make any change or amendment to this Agreement.

23. Periodic Review of Compliance with Agreement.

23.1 City Compliance Review. Pursuant to City Council Resolution No. 95-6, as it may be subsequently amended, City may review this Agreement at least once during every twelve (12) month period from the Effective Date of this Agreement. The Owner or successor shall reimburse City for the reasonable and necessary costs of this review, within thirty (30) days of written demand from City.

23.2 Owner Good Faith Compliance. During each periodic review by City, the Owner is required to demonstrate good faith compliance with the terms of this Agreement. The Owner agrees to furnish such evidence of good faith compliance as City in the exercise of its discretion may require.

24. Financing District. In addition to any Financing District required by Section 20.4 hereof, upon the request of Owner, the parties shall cooperate in exploring the use of special assessment districts, special tax districts, and other similar financing districts for the financing of the construction, improvement, or acquisition of public infrastructure, facilities, lands, and improvements to serve the Project, whether located within or outside the Property. It is acknowledged that nothing contained in this Agreement shall be construed as requiring City or City Council to form such a district or to issue or sell bonds therefor.

25. Amendment or Cancellation of Agreement. This Agreement shall not be amended, modified, or canceled, in whole or in part, unless in writing signed by both parties hereto, and only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Owner's breach or failure to comply in good faith with the requirements of this Agreement.

26. Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any party to it notwithstanding a change in the applicable general or specific plan, zoning, subdivision, or building regulations adopted by the City which alter or amend the rules, regulations, or policies governing permitted uses of the land, density, design, improvement, and construction standards and specifications.

27. Enforced Delay, Default, Remedies and Termination.

27.1 Default by Owner. If the City alleges an Owner Default, the City shall provide sixty (60) days prior written notice of the alleged Owner Default and then conduct a hearing utilizing the Annual Review procedures in Section 23(a) before the City may terminate this Agreement. Failure by Owner to reserve or dedicate any property pursuant to the Development Plan, or to pay fees and charges as required by the Land Use Regulations and this Agreement as they become due, shall constitute a separate material Owner Default. It shall also be deemed a material Owner Default of a material provision of this Agreement for more than forty-five (45) days to pass from City's written demand for reimbursement of any reimbursable costs under this Agreement and the receipt by City of such reimbursement. In the event of Owner Default, and in addition to any other remedy available to the City, the City shall have the right to rezone the Property back to its original designation.

27.2 Default by City. If Owner alleges a City Default the Owner shall provide written notice of the alleged City Default and the City shall have ninety (90) days to cure said Default. If the City has not cured the Default within ninety (90) days, Owner may pursue any legal or equitable remedy available to it under this Agreement. It is acknowledged by the parties that City would not have entered into this Agreement if City were to be subject to or liable for damages -- including monetary damages -- under or with respect to this Agreement or the application thereof, or with respect to the Project. Owner, for itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, expressly waives the right to

seek damages -- including monetary damages -- against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Owner, on behalf of itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City. During the time when Owner alleges the existence of a City Default and without limiting any of its other available remedies, Owner shall not be obligated to proceed with or complete the Project or any phase of the Project, nor to reserve or dedicate any property pursuant to the Development Plan or this Agreement. Upon a City Default, any resulting delays in Owner's performance shall neither be an Owner Default nor constitute grounds for termination or cancellation of this Agreement by the City.

27.3 Waiver. Failure or delay in giving Notice of Default shall not waive a Party's right to give future Notice of the same or any other Default, provided, however, this Section 27.3 shall not preclude a Party from the protections provided under law or equity by the defenses of estoppel and/or latches.

27.4 Specific Performance Remedy. Due to the elimination of damages as a remedy against City and to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary as the exclusive remedy to compensate Owner if the City fails to carry out its obligations under this Agreement and is also available to City, if Owner defaults hereunder.

27.5 Judicial Review. In the event City elects to terminate this Agreement pursuant to the provisions of Sections 11.7, 25, or 27.1, the Owner may challenge such termination by instituting legal proceedings in which event the court shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

28. Events of Default. Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a) If a warranty, representation, or statement made or furnished by Owner to City is false or proves to have been false in any material respect when it was made;

(b) More than forty-five (45) days have passed since City's making of a written request to Owner for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement;

(c) Failure by Owner to reserve or dedicate any property pursuant to the Development Plan, or to pay fees and charges as required by the Land Use Regulations and this Agreement as they become due; or

(d) A finding and determination by City that upon the basis of substantial evidence the Owner has not complied in good faith with one or more of the terms or conditions of this Agreement.

29. Attorney's Fees and Costs. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

30. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail. Notice required to be given to City shall be addressed as follows:

To City: City of Merced
678 West 18th Street
Merced, California 95340
Attn: City Clerk

Notices required to be given to Owner shall be addressed as follows:

To Owner: Louann Bianchi
151 N. Ulukoa Pl.
Lahaina, HI 96761-1969

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

31. Cooperation. City agrees that it shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing for discretionary permits, tract or parcel maps, or other land use entitlement for development of the Project in accordance with the provisions of this Agreement. City shall cooperate with Owner in providing expeditious review of any such applications, permits, or land use entitlement and, upon request and payment of any costs and/or extra fees associated therewith by Owner, City shall assign to the Project planner(s), building inspector(s), and/or other staff personnel as required to insure the timely processing and completion of the Project.

32. Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event, Owner or Owner's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Owner or Owner's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Owner or Owner's successor agrees to reimburse City within thirty (30) days of written demand therefor.

33. Rules of Construction and Miscellaneous Terms.

(a) The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

(b) If there is more than one signer of this Agreement their obligations are joint and several.

(c) The time limits set forth in this Agreement may be extended by mutual written consent of the parties in accordance with the procedures for adoption of the Agreement.

(d) This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person, including but not limited to third party beneficiaries, shall have any right of action based upon any provision of this Agreement.

34. Running with Land. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A."

35. Waiver. In the event that either City or Owner 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.

36. 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.

37. Entire Agreement. This Agreement and the exhibits hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

38. Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

39. Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

IN WITNESS WHEREOF this Pre-Annexation Development Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:_____ 8-22-2018
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

OWNER:

BY: _____
Louann Bianchi

Taxpayer I.D. No. _____

ADDRESS: 151 N. Ulukoa Pl.
Lahaina, HI 96761-1969

TELEPHONE: _____
FACSIMILE: _____
E-MAIL: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION AND MAP

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: A portion of lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown an the map entitled, MAP OF THE CROCKER COLONY, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

Commencing at the Northwest corner of said Lot 96 and running thence North 85° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being the true point of beginning of this description; thence South 53° 11' 13" East, 308.33 feet along said Northeasterly line of Santa Fe Drive; thence Southeasterly along said northeasterly line of Santa Fe Drive along a 1,464.11 foot radius curve to the left, the long chord of which bears south 69° 35' 30" East 825.20 feet, through a central angle of 32° 44' 12", an arc distance of 836.54 feet, thence North 18° 36' 31" East 17.45 feet along said Northeasterly line of Santa Fe Drive to a point on the West line of State Highway 59; thence North 01° 24' 30" East 375.88 feet along the West line of State Highway 59 to the southeast corner of that certain real property described as Parcel II in deed from Crocker Land Company to Merced Water Company recorded in Volume 1483, Official Records, page 111, Merced County Records; thence North 8° 35' 30" West 100.00 feet to the Southwest corner of said Parcel II; thence North 01° 24' 30" East 180.34 feet along the West line of said Parcel II to a point on the North line of the aforesaid Lot 96; thence south 83° 48' 00" West 945.081 feet along the North line of said Lot 96 to the true point of beginning, all as delineated on map entitled, "RECORD OF SURVEY FOR J.F. COLLINS CO.", recorded in Book 13 of surveys, page 35, Merced County Records.

EXCEPTING therefrom all that portion conveyed to the County of Merced for road widening by deed recorded January 13, 1984, in volume 2407, page 718, Merced County Records.

ALSO EXCEPTING therefrom the property and property rights and reserved in deeds recorded August 4, 1961, in Volume 1539, page 504, as Instrument No. 14501, Official Records, March 3, 1971, in Volume 1881, page 555, as Instrument No. 3989, Official Records and March 3, 1972, in volume 1881, page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

APN: 057-200-067

PARCEL 2: A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned), according to the map entitled, MAP OF CROCKER COLONY, filed June 7, 1911, in book 5 of Maps, page 6 Merced County Records, and more particularly described as follows:

Commencing at a point that is the Southeast corner of said Lot 96, said point also being on the Northerly line of the Santa Fe Railroad right-of-way; thence South 88° 35' 30" East, 40.00 feet; thence North 01° 24' 30" West, a distance of 697 feet, to the true point of beginning; thence north 88° 25' 30" West, a distance of 100.00 feet; thence North 01° 24' 30" East, a distance of 189.93

feet; thence South 51° 47’ 00” East, a distance of 74.78 feet; thence South 40° 05’ 55” East, a distance of 60.36 feet; thence South 01° 24’ 30” West, a distance of 100.00 feet to the true point of beginning.

EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961, in Volume 1539, page 504, as Instrument No. 14501, Official Records, March 3, 1971, in Volume 1881, page 555, as Instrument No. 3989, Official Records and March 3, 1972, in Volume 1881, page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

APN: 057-200-029

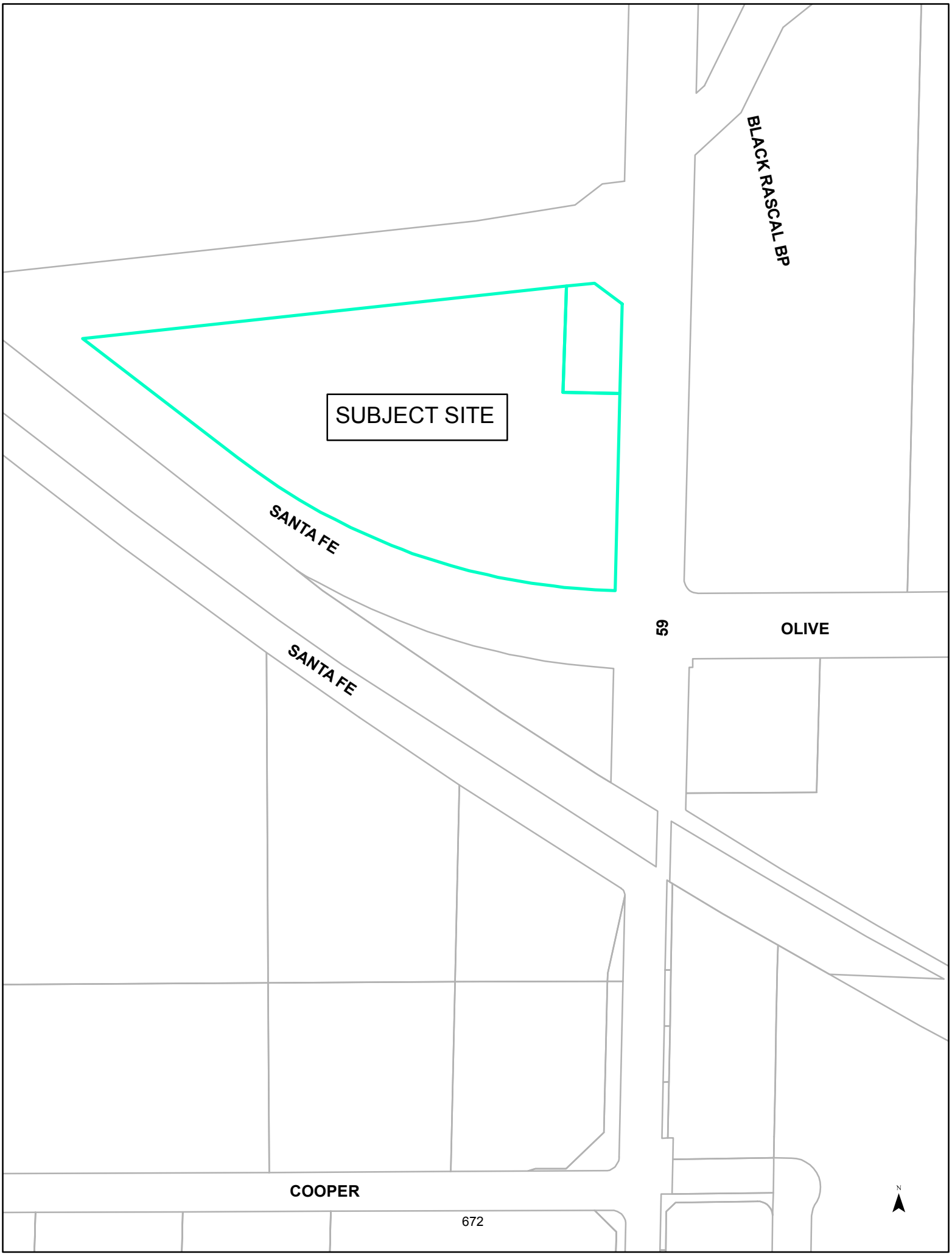

BLACK RASCAL BP
SUBJECT SITE
SANTA FE
SANTA FE
69
OLIVE
COOPER
672
N

EXHIBIT B
DEVELOPMENT APPROVALS

- Annexation/Pre-Zoning No. 15-01
- General Plan Amendment No. 15-04
- Expanded Initial Study No. 15-36 (Mitigated Negative Declaration and Mitigation Monitoring Program)

EXHIBIT C
LAND USE REGULATIONS

- Merced Vision 2030 General Plan.
- Charter of the City of Merced.
- Merced Municipal Code.
- City of Merced Design Standards.

EXHIBIT D

PUBLIC BENEFITS

1. Owner shall participate in the upgrade to the sewer treatment plant and sewer transmission lines in proportion to the growth attributable to the Project, as called for in Section 4.4.

2. Owner shall improve/upgrade/replace the following County infrastructure (roads, utilities, etc.) adjacent to and within the Project consistent with City of Merced standards, pursuant to this Agreement:

a) Construct curb, gutter, sidewalk, install street lights and street trees along the full property frontage on Santa Fe Avenue and North State Highway 59.

b) Provide fire hydrants as determined by the City of Merced Fire Department.

c) Extend water and sewer lines across the entire property frontage on Santa Fe Avenue and North Highway 59.

d) Provide storm drainage tie-in into the existing storm drainage system.

3. Owner shall underground all utilities serving the property along the property frontage, but is not responsible for undergrounding existing utilities beyond the property frontage.

4. Owner shall connect all development to the City sewer and water system and pay all applicable connection fees.

5. Owner must agree to annex into the City Community Facilities District for Services (CFD No. 2003-2) for the maintenance of street lights, storm drain facilities, landscaping in the public right-of-way, and the cost of police and fire services.

The forgoing improvements are to be jointly and severally constructed and paid for by Owner.

EXHIBIT E
REQUEST FOR NOTICE OF DEFAULT UNDER PRE-ANNEXATION DEVELOPMENT AGREEMENT

Pre-Annexation Development Agreement: Date:
Specific Plan No. , *{Name ofDevelopment[*
Planning Application No.

To: City Clerk and Director of Development Services, City of Merced

Pursuant to Section 6(b) and (c) of the above-referenced Pre-Annexation Development Agreement, request is hereby made by as Mortgagee for the property (or portion thereof) to receive copies of any Notice of Default issued by City against Owner in accordance with the terms and conditions of such Pre-Annexation Development Agreement. Copies of any such Notices should be mailed to the following address:

_____(Mortgagee)
_____(Person/Department)
_____(Address)
_____(City/State/Zip)
_____(Telephone No.)

A copy of this Notice should be filed with the project file to insure proper and timely notice is given. **Under the terms of said Pre-Annexation Development Agreement, _____ as Mortgagee is entitled to receive copies of any Notice of Default within ten (10) days of sending any such Notice to Owner. Failure to send any such Notice may have serious legal consequences for the City.**

This request is to remain in effect until revoked by _____ as Mortgagee or the Pre-Annexation Development Agreement is terminated.

The person executing this document on behalf of said Mortgagee warrants and represents that the entity he/she represents is a bonafide Mortgagee of said property and is entitled to receive copies of Notices of Default under said Pre-Annexation Development Agreement.

The undersigned declares the above information is true and correct under the penalty of perjury under the laws of the State of California.

Dated: _____, 20____.

MORTGAGEE

By:

_____
(signature)

_____
(printed name)

Its: _____
(title)

[Notary required]

This Notice is to be sent to both the City Clerk and Director of Development Services for the City of Merced at 678 West 18th Street, Merced, California 95340 or such other location as Merced City Hall may be located in the future.

EXHIBIT F

PLANNING COMMISSION RESOLUTION INCLUDING THE MITIGATION MONITORING PROGRAM FOR EXPANDED INITIAL STUDY #15-36

CITY OF MERCED
Planning Commission

Resolution #3095

WHEREAS, the Merced City Planning Commission at its regular meeting of June 6, 2018, held a public hearing and considered **Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04,** initiated by Louann Bianchi, and Quad LLC, property owners. This application involves annexing 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive into the City of Merced; changing the General Plan designation for the northwest corner from Open Space (OS) to Thoroughfare Commercial (CT) and pre-zoning the northwest corner as Thoroughfare Commercial (C-T) for the Thoroughfare Commercial development. The General Plan designation for the southwest corner would remain Industrial (IL) and this corner would be pre-zoned Light Industrial (I-L); also known as Assessor's Parcel Numbers 057-200-029, 057-200-067, and 057-200-042; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through M of Staff Report # 18-14; and,

WHEREAS, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #15-36, and approval of Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner ALSHAMI, seconded by Commissioner MARTINEZ, and carried by the following vote:

AYES:	Commissioners Alshami, Camper, Colby, Martinez, and Chairperson Dylina
NOES:	Commissioner Padilla
ABSENT:	None, (One Vacancy)
ABSTAIN:	None

EXHIBIT F

Adopted this 6th day of June, 2018

Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval
Exhibit B – Mitigation Monitoring Program

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 NorCal Foods

Conditions of Approval
Planning Commission Resolution #3095
Pending Annexation and Pre-zoning Applications #15-01
and General Plan Amendment #15-04

1. All new construction within the annexation area (including modifications to the developed site at the southwest corner of North Highway 59 and Santa Fe Drive) shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

2. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

3. Approval of Pre-Annexation #15-01, Pre-zoning Application #15-01, and General Plan Amendment #15-04 is subject to the applicant's entering into a written (legislative action) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

4. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted

herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. The developer/applicant shall construct and operate all future projects within the annexation area in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

<u>The following conditions apply to new construction within the annexation area:</u>

6. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, public landscaping within State rights-of-way, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map or first building permit approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

<u>The following conditions apply to the future development at the northwest corner of North Highway 59 and Santa Fe Drive:</u>

7. All development shall be subject to the Mitigation Measures outlined in the Mitigation Monitoring Program for Initial Study #15-36.

8. Site Plan Review is required prior to construction on the northwest corner, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driveway further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination (Mitigation Measure TRA-1).

9. The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans (Mitigation Measure TRA-1a).

10. The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue (Mitigation Measure TRA-1b):
    - Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,
    - Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,
    - Reconstruct the existing northbound right turn lane as a "free" right turn with a median island separating eastbound and right-turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.

11. Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59 (Mitigation Measure TRA-6).

12. Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses (Mitigation Measure NOI-2):
    - Road/Railroad - Required Setback
    - Santa Fe Drive - 54 Ft.

- North Highway 59 - 89 Ft.
- BNSF Railroad - 137 F

13. At the time of construction, all required public improvements shall be installed along the property frontage. This includes, but is not limited to, sidewalk, curb, gutter, street lights, and street trees.

14. The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way.

15. All construction shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

16. All new utilities serving the site shall be installed underground.

17. All City sewer, water, and storm drain lines serving the site shall be extended across the full frontage of the property unless it is determined by the Public Works Director that these lines are not likely to be extended to serve any other property (consistent with Merced Municipal Code Section 15.40.030).

18. All storm water shall be contained onsite and metered out to the City's storm water system in accordance with City Standards.

19. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

20. The future commercial development shall provide pedestrian and bicycle access throughout the site. Connectivity throughout the site shall be provided by pedestrian pathways. Bicycle parking shall be provided as required by the City's Zoning Ordinance.

21. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

22. All landscaping shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping. This shall include the use of xeriscape landscaping as appropriate.

23. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

24. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or parkstrips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

25. Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15 gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list). Trees shall be installed at a ratio of 1 tree for every 6 parking spaces. A reduced number of trees may be required where there are carports with solar panels over the parking spaces. However, if all the parking spaces are covered by a carport with solar panels, then additional trees may be required at the discretion of the Development Services Director. Trees within the PG&E easement shall comply with the regulations of this easement which limits the height of trees to a maximum of 15 feet at full maturity.

26. All mechanical equipment shall be screened from public view.

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 Exhibit A

Mitigation Measures Revised by City Council 9/17/2018. See Exhibit G of this Agreement.

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

EXHIBIT B

General Plan Mitigation Measures

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

Noncompliance Complaints

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

Monitoring Matrix

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

EXHIBIT B

A) Aesthetics

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES-4) *Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.* *The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.* *Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.* *Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.* *Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.* *When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area.* *Off-site glare and light trespass is prohibited.* *Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.* *All exterior lighting fixtures shall be efficient in terms of design and energy use.*	Building Permits	Planning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES4a - *The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.*	Building Permits	Planning Department	
D) Biological Resources				
BIO-1	BIO-1) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site shall be done if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).*	Building Permit	Planning Department	
	BIO-1a) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests shall be conducted if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer rea around the nest, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.*	Building Permit	Planning Department	
	BIO-1b) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.*	Building Permit	Engineering Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
BIO-3	BIO-3) *Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.*	Building Permit	Planning/ Engineering Department	
CUL-1	CUL-1) *In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.*	Grading	Inspection Services/ Panning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-3	CUL-3) *In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the Applicant determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the Applicant shall adhere to the recommendations in the plan.*	Grading	Inspection Services/ Panning Department	

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EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-4	CUL-4) *Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:* *1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.* *2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*	Grading	Inspection Services/ Panning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	• *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.* • *The descendant identified fails to make a recommendation.* • *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.* *Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:* *When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.*	Grading	Inspection Services/ Panning Department	
GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities. (continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-1	*In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*			
HYD-1	*HYD-1b Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 Prior to construction, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driving further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination.*	*Site Plan Review*	*Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.			

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue:* • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	
TRA-6	*TRA-6 Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

EXHIBIT B

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion.*

_____ _____
Environmental Coordinator Date

701

EXHIBIT B

EXHIBIT G

MITIGATION MEASURES ADOPTED BY CITY COUNCIL

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program
Revised August 22, 2018

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

A) Aesthetics				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES-4) *Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.* *The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.* *Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.* *Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.* *Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.* *When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area. Off-site glare and light trespass is prohibited.* *Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.* *All exterior lighting fixtures shall be efficient in terms of design and energy use.*	Building Permits	Planning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
AES-4	AES4a - *The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.*	Building Permits	Planning Department	
D) Biological Resources				
BIO-1	BIO-1) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site shall be done if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).*	Building Permit	Planning Department	
	BIO-1a) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests shall be conducted if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer rea around the nest, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.*	Building Permit	Planning Department	
	BIO-1b) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.*	Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
BIO-3	BIO-3) *Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.*	Building Permit	Planning/ Engineering Department	
CUL-1	CUL-1) *In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-3	CUL-3) *In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the Applicant determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the Applicant shall adhere to the recommendations in the plan.*	Grading	Inspection Services/ Panning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
CUL-4	CUL-4) *Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:* *1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.* *2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	• *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.* • *The descendant identified fails to make a recommendation.* • *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.* *Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:* *When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.*	Grading	Inspection Services/ Panning Department	
GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities.* *(continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
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Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 The following improvements shall be incorporated into the development of the northwest corner of North Highway 59 and Santa Fe Drive. These improvements are the sole responsibility of the property owner/developer.* *1. Restripe Santa Fe Drive to create a two-way left-turn (TWLT) lane east of the western access. This will improve the Level of Service by accommodating two-step left turns,* *2. Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.*	*Building Permit*	*Engineering/ Planning*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*A traffic signal may be required at the western-most driveway. Traffic conditions at the western access shall be monitored and a traffic signal shall be installed if determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of the owner/developer.*	*Building Permit*	*Engineering/ Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.	*Building Permit*	*Engineering/ Planning*	
	TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue: • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	

TRA-6	*TRA-6*	*Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion.*

_____ _____
Environmental Coordinator Date

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING A MITIGATED NEGATIVE DECLARATION FOR ANNEXATION #15-01, PRE-ZONING APPLICATION #15-01, AND GENERAL PLAN AMENDMENT #15-04 FOR 7.83 ACRES OF LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AND 1.0 ACRE OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AND APPROVING GENERAL PLAN AMENDMENT #15-05 FOR THE 7.83 ACRES OF LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF HIGHWAY 59 AND SANTA FE DRIVE CHANGING THE GENERAL PLAN LAND USE DESIGNATION FROM OPEN SPACE (OS) TO THOROUGHFARE COMMERCIAL (C-T)

WHEREAS, the City is processing an application for a General Plan Amendment for approximately 7.83 acres of land generally located at the northwest corner of North Highway 59 and Santa Fe Drive, and being more particularly described in Exhibit A and shown on the map at Exhibit B, both attached hereto and incorporated herein by this reference, where an environmental review was required; and

WHEREAS, the Planning Commission of the City of Merced held a noticed public hearing on June 6, 2018, at which time all those interested in the matter were provided the opportunity to speak or provide written or oral testimony regarding the application; and

WHEREAS, after hearing all of the evidence and testimony, the Planning Commission adopted Resolution #3095, attached hereto as Exhibit "C," and incorporated herein by reference, recommending that the City Council approve the General Plan Amendment and Environmental Review (Mitigated Negative Declaration); and

WHEREAS, The City Council held a noticed public hearing on July 16, 2018, at which time all those interested in the matter were provided the opportunity to speak or to provide written or oral testimony regarding the application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCED AS FOLLOWS:

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. Based upon the evidence and testimony in the record at the City Council public hearing, the City Council exercising its independent judgment and review, hereby adopts and approves the Mitigated Negative Declaration following Environmental Review #15-36 pursuant to the provisions of the California Environmental Quality Act.

SECTION 2. GENERAL PLAN AMENDMENT ADOPTION. The General Plan of the City of Merced is hereby amended by approving General Plan Amendment #15-04, which changes the General Plan Land Use designation for approximately 7.83 acres of land as described in Exhibit A, from Open Space (OS) to Thoroughfare Commercial (CT) as shown on the map at Exhibit D.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

6-15-2018
_____
City Attorney Date

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: A portion of lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown an the map entitled, MAP OF THE CROCKER COLONY, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

Commencing at the Northwest corner of said Lot 96 and running thence North 85° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being the true point of beginning of this description; thence South 53° 11' 13" East, 308.33 feet along said Northeasterly line of Santa Fe Drive; thence Southeasterly along said northeasterly line of Santa Fe Drive along a 1,464.11 foot radius curve to the left, the long chord of which bears south 69° 35' 30" East 825.20 feet, through a central angle of 32° 44' 12", an arc distance of 836.54 feet, thence North 18° 36' 31" East 17.45 feet along said Northeasterly line of Santa Fe Drive to a point on the West line of State Highway 59; thence North 01° 24' 30" East 375.88 feet along the West line of State Highway 59 to the southeast corner of that certain real property described as Parcel II in deed from Crocker Land Company to Merced Water Company recorded in Volume 1483, Official Records, page 111, Merced County Records; thence North 8° 35' 30" West 100.00 feet to the Southwest corner of said Parcel II; thence North 01° 24' 30" East 180.34 feet along the West line of said Parcel II to a point on the North line of the aforesaid Lot 96; thence south 83° 48' 00" West 945.081 feet along the North line of said Lot 96 to the true point of beginning, all as delineated on map entitled, "RECORD OF SURVEY FOR J.F. COLLINS CO.", recorded in Book 13 of surveys, page 35, Merced County Records.

EXCEPTING therefrom all that portion conveyed to the County of Merced for road widening by deed recorded January 13, 1984, in volume 2407, page 718, Merced County Records.

ALSO EXCEPTING therefrom the property and property rights and reserved in deeds recorded August 4, 1961, in Volume 1539, page 504, as Instrument No. 14501, Official Records, March 3, 1971, in Volume 1881, page 555, as Instrument No. 3989, Official Records and March 3, 1972, in volume 1881, page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

APN: 057-200-067

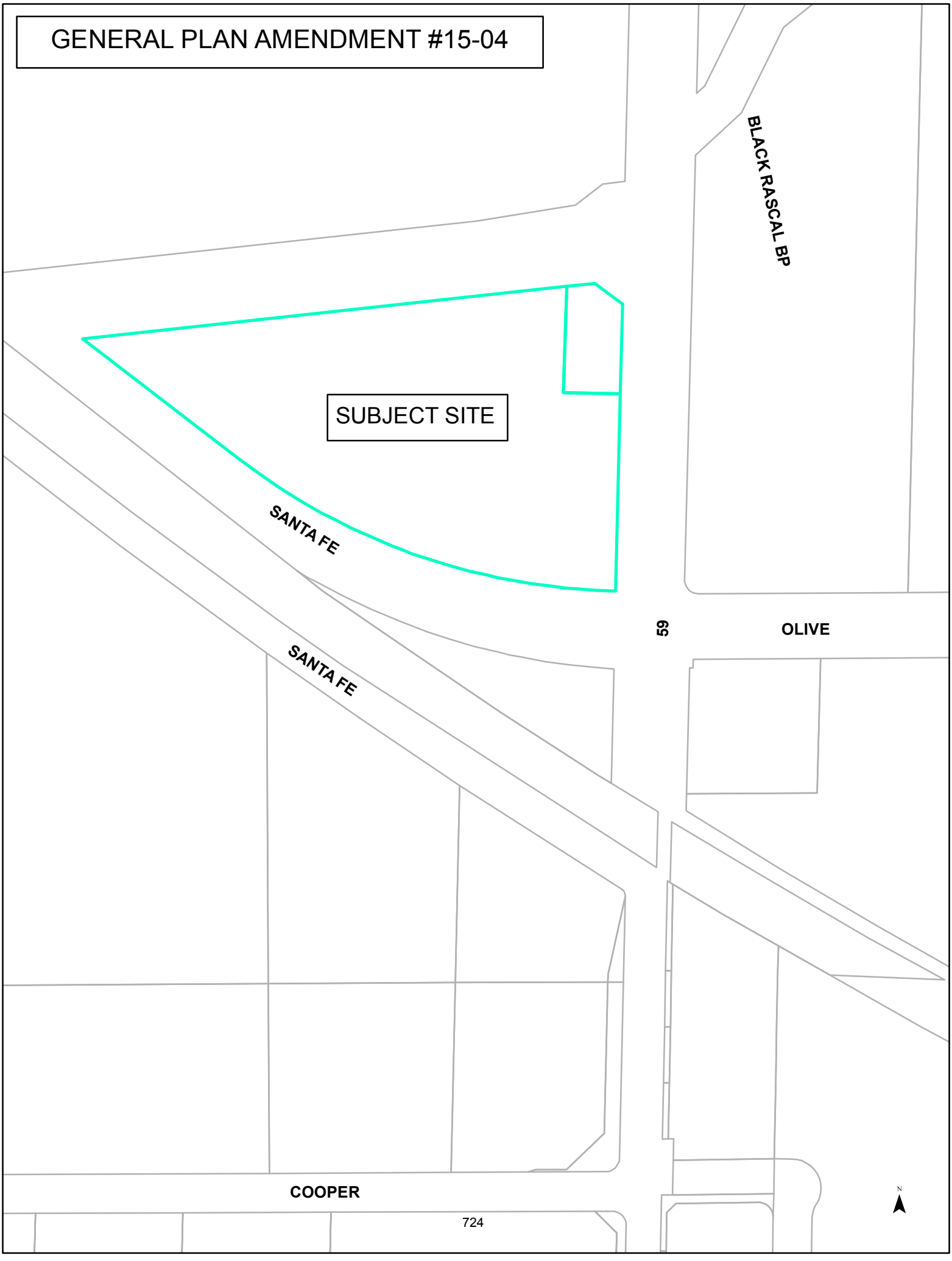
PARCEL 2: A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned), according to the map entitled, MAP OF CROCKER COLONY, filed June 7, 1911, in book 5 of Maps, page 6 Merced County Records, and more particularly described as follows:

Commencing at a point that is the Southeast corner of said Lot 96, said point also being on the Northerly line of the Santa Fe Railroad right-of-way; thence South 88° 35' 30" East, 40.00 feet; thence North 01° 24' 30" West, a distance of 697 feet, to the true point of beginning; thence north 88° 25' 30" West, a distance of 100.00 feet; thence North 01° 24' 30" East, a distance of 189.93

feet; thence South 51° 47’ 00” East, a distance of 74.78 feet; thence South 40° 05’ 55” East, a distance of 60.36 feet; thence South 01° 24’ 30” West, a distance of 100.00 feet to the true point of beginning.

EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961, in Volume 1539, page 504, as Instrument No. 14501, Official Records, March 3, 1971, in Volume 1881, page 555, as Instrument No. 3989, Official Records and March 3, 1972, in Volume 1881, page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

APN: 057-200-029


GENERAL PLAN AMENDMENT #15-04
BLACK RASCAL BP
SUBJECT SITE
SANTA FE
SANTA FE
99
OLIVE
COOPER
724
N

CITY OF MERCED
Planning Commission

Resolution #3095

WHEREAS, the Merced City Planning Commission at its regular meeting of June 6, 2018, held a public hearing and considered **Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04,** initiated by Louann Bianchi, and Quad LLC, property owners. This application involves annexing 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive into the City of Merced; changing the General Plan designation for the northwest corner from Open Space (OS) to Thoroughfare Commercial (CT) and pre-zoning the northwest corner as Thoroughfare Commercial (C-T) for the Thoroughfare Commercial development. The General Plan designation for the southwest corner would remain Industrial (IL) and this corner would be pre-zoned Light Industrial (I-L); also known as Assessor's Parcel Numbers 057-200-029, 057-200-067, and 057-200-042; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through M of Staff Report # 18-14; and,

WHEREAS, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #15-36, and approval of Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner ALSHAMI, seconded by Commissioner MARTINEZ, and carried by the following vote:

AYES:	Commissioners Alshami, Camper, Colby, Martinez, and Chairperson Dylina
NOES:	Commissioner Padilla
ABSENT:	None, (One Vacancy)
ABSTAIN:	None

Adopted this 6th day of June, 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval
Exhibit B – Mitigation Monitoring Program

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 NorCal Foods

Conditions of Approval
Planning Commission Resolution #3095
Pending Annexation and Pre-zoning Applications #15-01
and General Plan Amendment #15-04

1. All new construction within the annexation area (including modifications to the developed site at the southwest corner of North Highway 59 and Santa Fe Drive) shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

2. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

3. Approval of Pre-Annexation #15-01, Pre-zoning Application #15-01, and General Plan Amendment #15-04 is subject to the applicant's entering into a written (legislative action) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

4. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted

herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. The developer/applicant shall construct and operate all future projects within the annexation area in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

<u>The following conditions apply to new construction within the annexation area:</u>

6. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, public landscaping within State rights-of-way, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map or first building permit approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

<u>The following conditions apply to the future development at the northwest corner of North Highway 59 and Santa Fe Drive:</u>

7. All development shall be subject to the Mitigation Measures outlined in the Mitigation Monitoring Program for Initial Study #15-36.

8. Site Plan Review is required prior to construction on the northwest corner, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driveway further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination (Mitigation Measure TRA-1).

9. The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans (Mitigation Measure TRA-1a).

10. The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue (Mitigation Measure TRA-1b):

    - Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,
    - Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,
    - Reconstruct the existing northbound right turn lane as a "free" right turn with a median island separating eastbound and right-turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.

11. Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59 (Mitigation Measure TRA-6).

12. Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses (Mitigation Measure NOI-2):

    - Road/Railroad - Required Setback
    - Santa Fe Drive - 54 Ft.

- North Highway 59 - 89 Ft.
- BNSF Railroad - 137 F

13. At the time of construction, all required public improvements shall be installed along the property frontage. This includes, but is not limited to, sidewalk, curb, gutter, street lights, and street trees.

14. The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way.

15. All construction shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

16. All new utilities serving the site shall be installed underground.

17. All City sewer, water, and storm drain lines serving the site shall be extended across the full frontage of the property unless it is determined by the Public Works Director that these lines are not likely to be extended to serve any other property (consistent with Merced Municipal Code Section 15.40.030).

18. All storm water shall be contained onsite and metered out to the City's storm water system in accordance with City Standards.

19. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

20. The future commercial development shall provide pedestrian and bicycle access throughout the site. Connectivity throughout the site shall be provided by pedestrian pathways. Bicycle parking shall be provided as required by the City's Zoning Ordinance.

21. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

22. All landscaping shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping. This shall include the use of xeriscape landscaping as appropriate.

23. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

24. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or parkstrips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

25. Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15 gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list). Trees shall be installed at a ratio of 1 tree for every 6 parking spaces. A reduced number of trees may be required where there are carports with solar panels over the parking spaces. However, if all the parking spaces are covered by a carport with solar panels, then additional trees may be required at the discretion of the Development Services Director. Trees within the PG&E easement shall comply with the regulations of this easement which limits the height of trees to a maximum of 15 feet at full maturity.

26. All mechanical equipment shall be screened from public view.

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 Exhibit A

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

A) Aesthetics				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES-4) *Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.* *The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.* *Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.* *Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.* *Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.* *When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area. Off-site glare and light trespass is prohibited.* *Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.* *All exterior lighting fixtures shall be efficient in terms of design and energy use.*	Building Permits	Planning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
AES-4	AES4a - *The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.*	Building Permits	Planning Department	
D) Biological Resources				
BIO-1	BIO-1) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site shall be done if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).*	Building Permit	Planning Department	
	BIO-1a) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests shall be conducted if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer rea around the nest, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.*	Building Permit	Planning Department	
	BIO-1b) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.*	Building Permit	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
BIO-3	BIO-3) *Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.*	Building Permit	Planning/ Engineering Department	
CUL-1	CUL-1) *In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-3	CUL-3) *In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the Applicant determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the Applicant shall adhere to the recommendations in the plan.*	Grading	Inspection Services/ Panning Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
CUL-4	CUL-4) *Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:* *1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.* *2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*	Grading	Inspection Services/ Panning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	• *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.* • *The descendant identified fails to make a recommendation.* • *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.* *Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:* *When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.*	Grading	Inspection Services/ Panning Department	
GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities.* *(continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-1	*In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*			
HYD-1	*HYD-1b Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 Prior to construction, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driving further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination.*	*Site Plan Review*	*Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.			

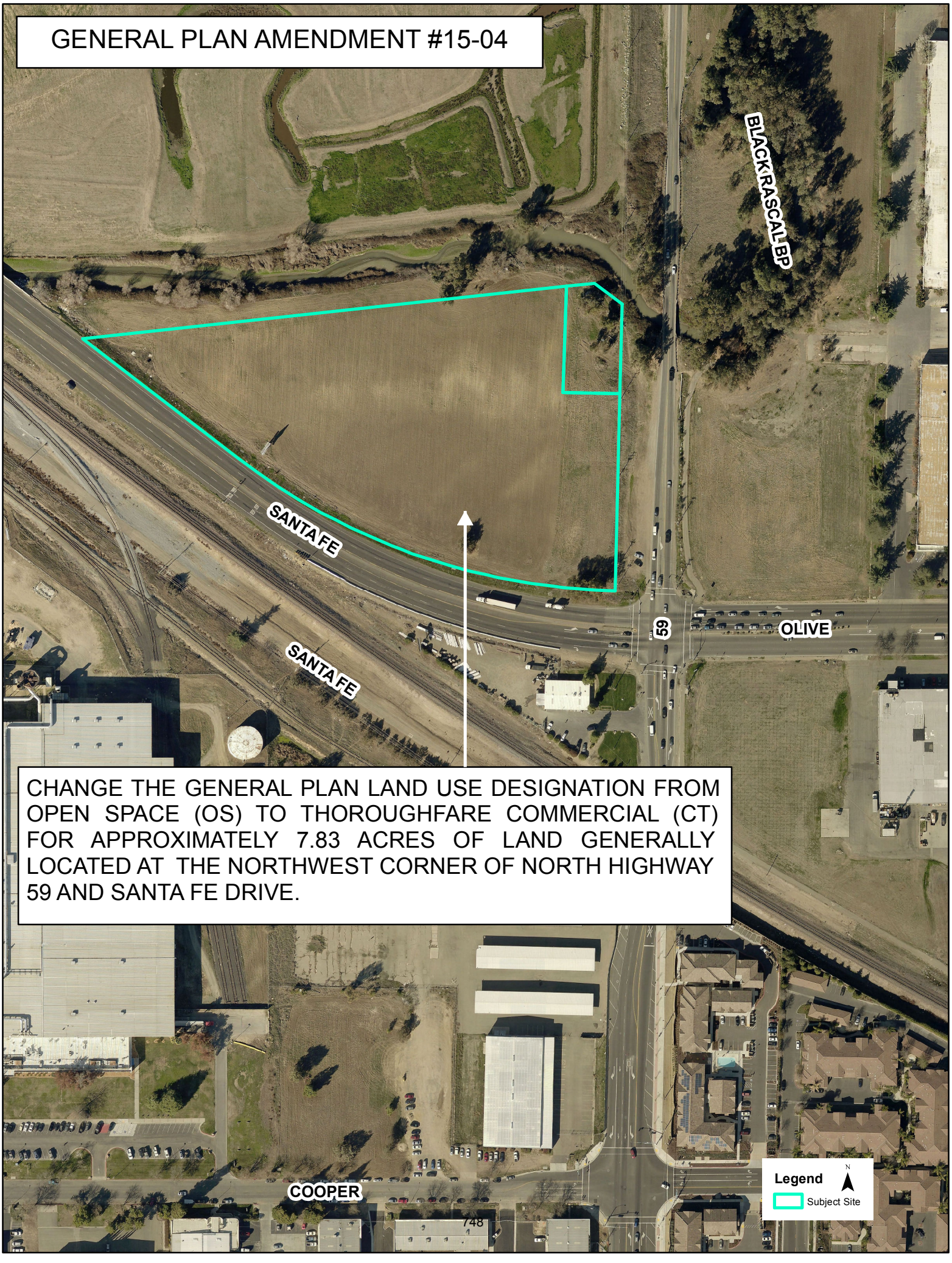
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue:* • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	
TRA-6	*TRA-6 Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion*.

_____ _____

Environmental Coordinator Date

GENERAL PLAN AMENDMENT #15-04



CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM OPEN SPACE (OS) TO THOROUGHFARE COMMERCIAL (CT) FOR APPROXIMATELY 7.83 ACRES OF LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, TO THE LOCAL AGENCY FORMATION COMMISSION FOR THE ANNEXATION OF UNINHABITED PROPERTY LOCATED AT THE NORTHWEST AND SOUTHWEST CORNERS OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS DESCRIBED HEREIN

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby proposes and requests that proceedings be taken for the annexation proposed therein, pursuant to Part 3, Division 3, Title 5 (Section 56000 *et seq.*) of the Government Code.

SECTION 2. The proposal is for annexation to the City of Merced of certain uninhabited contiguous territory more specifically described in Exhibit "A" attached hereto, and shown upon the map attached hereto, marked Exhibit "B".

SECTION 3. The reason for the proposed annexation is to provide municipal services to said territory.

SECTION 4. The City Manager is directed to prepare and the City Clerk is directed to submit to the Executive Officer of the Merced County Local Agency Formation Commission a plan for providing services to the affected territory, pursuant to Government Code Section 56653, together with a certified copy of this Resolution.

SECTION 5. Environmental review for this project has been completed and the proposal is consistent with the sphere of influence of the City of Merced.

/ / /

/ / /

/ / /

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ___ day of _____ 2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

6-15-2018
_____
City Attorney Date

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

The land referred to herein is situated in the unincorporated area of the County of Merced, State of California, and is described as follows:

PARCEL 1:

A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown on the Map entitled, Map of the Crocker Colony, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

COMMENCING at the Northwest corner of said Lot 96 and running thence North 83° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being **THE TRUE POINT OF BEGINNING** of this description; thence South 53° 11' 43" East, 308.33 feet along said Northeasterly line of Santa Fe Drive; thence Southeasterly along said Northeasterly line of Santa Fe Drive along a 1,464.11 foot radius curve to the left, the long chord of which bears South 69° 35' 30" East 825.20 feet, through a central angle of 32° 44' 12", an arc distance of 836.54 feet, thence North 18° 36' 31" East 17.45 feet along said Northeasterly line of Santa Fe Drive to a point on the West line of State Highway 59; thence North 01° 24' 30" East 375.88 feet along the West line of State Highway 59 to the Southeast corner of that certain real property described as Parcel II in deed from Crocker Land Company to Merced Water Company recorded in Volume 1483, Official Records, Page 111, Merced County Records; thence North 88° 35' 30" West 100.00 feet to the Southwest corner of said Parcel II; thence North 01° 24' 30" East 180.34 feet along the West line of said Parcel II to a point on the North line of the aforesaid Lot 96; thence South 83° 48' 00" West 945.08 feet along the North line of said Lot 96 to **THE TRUE POINT OF BEGINNING**, all as delineated on Map entitled, "Record of Survey for J.F. Collins Co.", recorded in Book 13 of Surveys, Page 35, Merced County Records.

EXCEPTING therefrom all that portion conveyed to the County of Merced for road widening by deed recorded January 13, 1984, in Volume 2407, Page 718, Merced County Records.

ALSO EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961, in Volume 1539, Page 504, as Instrument No. 14501, Official Records, March 3, 1972, in Volume 1881, Page 555, as Instrument No. 3989, Official Records and March 3, 1972, in Volume 1881, Page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

Exhibit A Parcel 1 continues:

Containing a total of 8.14 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

APN: 057-200-067

END OF DISCRIPTION.



Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

Exhibit A continues:

PARCEL 2:

A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown on the Map entitled, Map of the Crocker Colony, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

COMMENCING at the Northwest corner of said Lot 96 and running thence North 83° 48' 00" East 1028.62 feet along the North line of said Lot 96 to **THE POINT OF BEGINNING**; thence North 01°24'30" East 9.49 feet; thence South 51°57'00" East 74.78 feet to the Westerly line of a 100.00 feet wide abandoned railroad right of way; thence leaving last said line South 40°05'55" East 60.36 feet to the Westerly line of State Highway 59 and the City/County limit line; thence along last said line South 01°24'30" West 100.00 feet; thence leaving last said line North 88°35'30" West 100.00 feet; thence North 01°24'30" East 189.83 feet to **THE POINT OF BEGINNING**, all as delineated on Map entitled, "Record of Survey for J.F. Collins Co.", recorded in Book 13 of Surveys, Page 35, Merced County Records.

Containing a total of 0.34 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

APN: 057-200-029

END OF DISCRIPTION.



Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

Exhibit A continues:

PARCEL 3:

A portion of Lot 96, MAP OF CROCKER COLONY, in the County of Merced, State of California, as per plat recorded in Book 5 of Maps, Page 6, records of said County and a portion of the Yosemite Valley Railroad right of way (now abandoned), described as follows:

BEGINNING at the southeast comer of the aforesaid Lot 96 and running thence northwesterly along the northerly line of the A.T. & S.F. Railroad right of way along an 11,409.16 foot radius curve to the right, through a central angle of 03° 07' 59" an arc distance of 623.88 feet to a point on the southerly line of Santa Fe Drive (a County Road); thence easterly along the southerly line of Santa Fe Drive along a 1,260.00 foot radius curve to the left through a central angle of 26° 32' 37" an arc distance of 583.72 feet; thence South 22° 47' 55" East 22.73 feet along the southerly line of said Santa Fe Drive to a point on the west line of State Highway 59; thence South 01° 24' 30" West 153.60 feet; thence North 88° 35' 30" West 40.00 feet to **THE POINT OF BEGINNING** all as delineated on map entitled, "RECORD OF SURVEY FOR J. F. COLLINS CO.", recorded in Book 13 of Surveys at Page 35, Merced County Records.

EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961 in Vol. 1539 of Official Records, Page 594, as Instrument NO. 14501, March 3, 1972 in Vol. 1881 of Official Records, Page. 555, as Instrument No. 3989, and March 3, 1972 in Vol. 1881 of Official Records, page 572, as Instrument No. 3991, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

Containing a total of 1.01 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.



APN: 57-200-42

END OF DISCRIPTION.

Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

PORTION OF RASCAL CREEK:

A portion of Canal Reserve property as shown on the Map entitled, Map of the Crocker Colony, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portion being described as a whole as follows:

COMMENCING at the Northwest corner of said Lot 96 and running thence North 83° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being **THE POINT OF BEGINNING** of this description; thence North 53°11'12" West 260.35 feet along said Northeasterly line of Santa Fe Drive; thence leaving last said line and along the Northerly line of said Canal Reserve property the following five (5) courses: (1) South 70°04'35" East 176.18 feet; (2) North 83°48'00" East 825.98 feet; (3) North 80°52'54" East 178.90 feet; (4) North 51°57'00" East 61.30 feet to the Westerly line of a 100.00 feet wide abandoned railroad right of way; thence leaving last said line; (5) North 83°48'00" East 40.36 feet to the Westerly line of State Highway 59 and the City/County limit line; thence along last said line South 01°24'30" West 236.41 feet to the Southerly line of said Canal Reservation property; thence along said last line the following four (4) courses: (1) North 40°05'55" West 60.36 feet; (2) North 51°57'00" West 74.78 feet; (3) South 01°24'30" West 9.49 feet; (4) South 83°48'00" West 945.08 feet to **THE POINT OF BEGINNING**.

n Volume 1881, Page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

Containing a total of 2.78 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

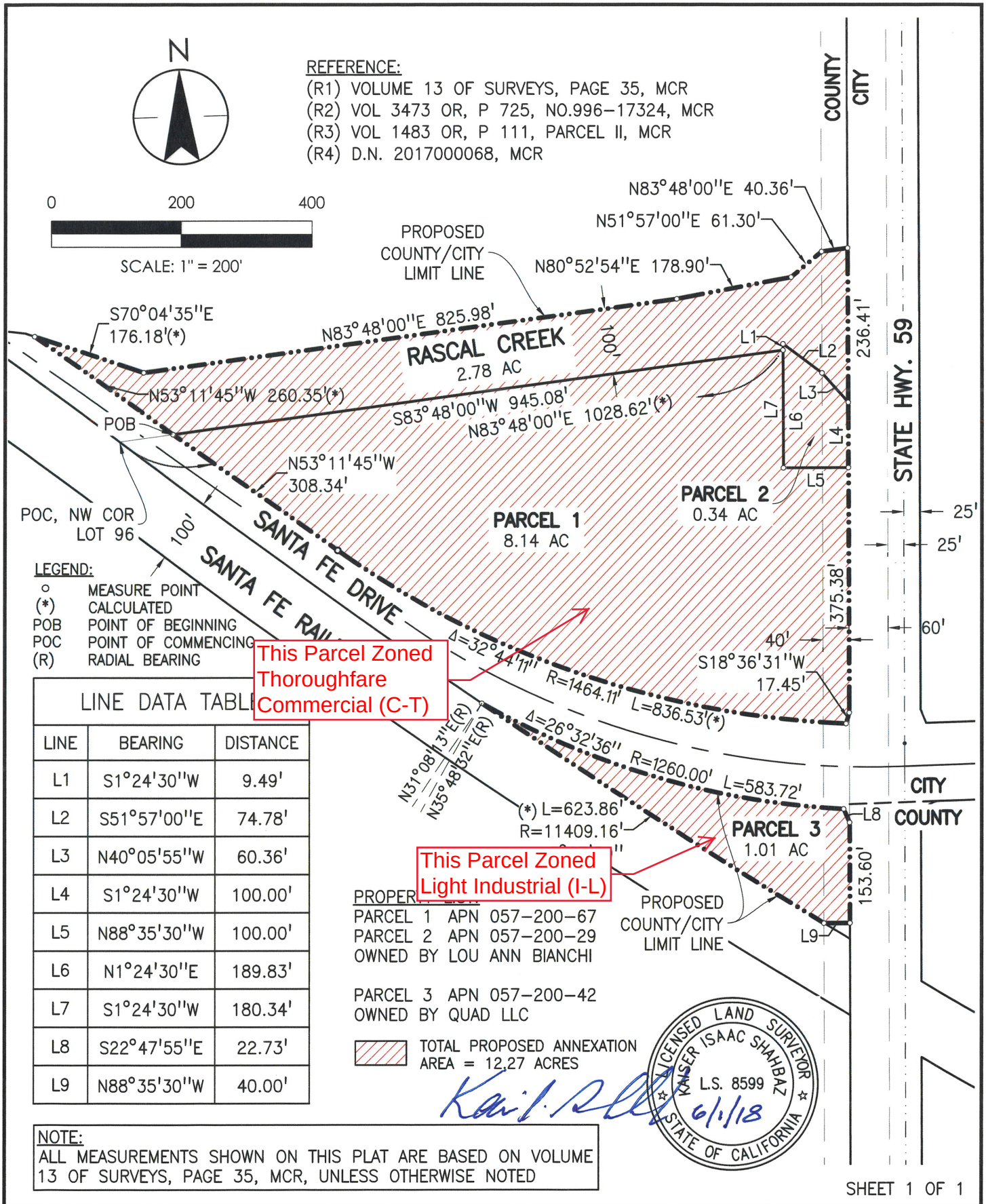
END OF DISCRIPTION.

Note: Proposed total area to be annexed to the City of Merced is 12.27 acres, more or less

Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date





LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S1°24'30"W	9.49'
L2	S51°57'00"E	74.78'
L3	N40°05'55"W	60.36'
L4	S1°24'30"W	100.00'
L5	N88°35'30"W	100.00'
L6	N1°24'30"E	189.83'
L7	S1°24'30"W	180.34'
L8	S22°47'55"E	22.73'
L9	N88°35'30"W	40.00'

NOTE:
ALL MEASUREMENTS SHOWN ON THIS PLAT ARE BASED ON VOLUME 13 OF SURVEYS, PAGE 35, MCR, UNLESS OTHERWISE NOTED

SHEET 1 OF 1

VVH CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel: 209.568.4477 Fax: 209.568.4478

W:\10670101\survey\drawing\sheet files\10670101_EXHIBIT B.dwg 6/1/18 15:01 | KS | 6/01/2018

PREPARED FOR
ELITE BUSINESS ENTERPRISES, INC
2190 MERIDIAN PARK BLVD., SUITE G
CONCORD, CA 94520

ANNEXATION AREA TO THE CITY
APN 057-200-029, 067, 042
& PORTION OF RASCAL CREEK

EXHIBIT
B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP BY PREZONING LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS THOROUGHFARE COMMERCIAL (C-T) AND THE LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS LIGHT INDUSTRIAL (I-L)

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. The property described in Exhibit "A" attached hereto, and by this reference made a part hereof, is hereby prezoned as shown on said map as Thoroughfare Commercial (C-T) and Light Industrial (I-L).

SECTION 2. CHANGE OF MAP. The Director of Development Services is hereby directed to make the appropriate markings on the Official Zoning Map in conformance with this Ordinance and the provisions of Title 20 of the Merced Municipal Code.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. PUBLICATION. The City Clerk is directed to cause a copy of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ___ day of _____ 2018, and was passed and adopted at a regular meeting of said City Council held on the ___ day of_____ 2018, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

6-15-2018
_____
City Attorney Date

NOTICE OF POTENTIAL INTRODUCTION OF ORDINANCE

CITY OF MERCED

NOTICE IS HEREBY GIVEN that on _____ __, 2018, the City Council of the City of Merced is scheduled to consider the introduction of an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP BY PREZONING LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS THOROUGHFARE COMMERCIAL (C-T) AND THE LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS LIGHT INDUSTRIAL (I-L)

at its regular meeting to be held at 6:00 pm in the City Council Chambers at 678 West 18th Street, Merced, California. The public is invited to provide any oral or written comments regarding this proposed Ordinance.

If adopted, this Ordinance would prezone the land described therein as Thoroughfare Commercial (C-T) and Light Industrial (I-L).

A copy of the full text of the proposed Ordinance is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

_____

ASSISTANT CITY CLERK

PUBLISH:

PUBLIC NOTICE OF ADOPTION OF ORDINANCE

CITY OF MERCED

ORDINANCE NO. _____

NOTICE IS HEREBY GIVEN that on _____ __, 2018, the City Council of the City of Merced adopted Ordinance No. _____, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP BY PREZONING LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS THOROUGHFARE COMMERCIAL (C-T) AND THE LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NORTH HIGHWAY 59 AND SANTA FE DRIVE AS LIGHT INDUSTRIAL (I-L)

Ordinance No. _____ prezones the land described therein as Thoroughfare Commercial (C-T) and Light Industrial (I-L).

Ordinance No._____ was adopted by the following roll call vote of the City Council:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

A copy of the full text of Ordinance No. _____ is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

_____
ASSISTANT CITY CLERK

PUBLISH:

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

The land referred to herein is situated in the unincorporated area of the County of Merced, State of California, and is described as follows:

PARCEL 1:

A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown on the Map entitled, Map of the Crocker Colony, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

COMMENCING at the Northwest corner of said Lot 96 and running thence North 83° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being **THE TRUE POINT OF BEGINNING** of this description; thence South 53° 11' 43" East, 308.33 feet along said Northeasterly line of Santa Fe Drive; thence Southeasterly along said Northeasterly line of Santa Fe Drive along a 1,464.11 foot radius curve to the left, the long chord of which bears South 69° 35' 30" East 825.20 feet, through a central angle of 32° 44' 12", an arc distance of 836.54 feet, thence North 18° 36' 31" East 17.45 feet along said Northeasterly line of Santa Fe Drive to a point on the West line of State Highway 59; thence North 01° 24' 30" East 375.88 feet along the West line of State Highway 59 to the Southeast corner of that certain real property described as Parcel II in deed from Crocker Land Company to Merced Water Company recorded in Volume 1483, Official Records, Page 111, Merced County Records; thence North 88° 35' 30" West 100.00 feet to the Southwest corner of said Parcel II; thence North 01° 24' 30" East 180.34 feet along the West line of said Parcel II to a point on the North line of the aforesaid Lot 96; thence South 83° 48' 00" West 945.08 feet along the North line of said Lot 96 to **THE TRUE POINT OF BEGINNING**, all as delineated on Map entitled, "Record of Survey for J.F. Collins Co.", recorded in Book 13 of Surveys, Page 35, Merced County Records.

EXCEPTING therefrom all that portion conveyed to the County of Merced for road widening by deed recorded January 13, 1984, in Volume 2407, Page 718, Merced County Records.

ALSO EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961, in Volume 1539, Page 504, as Instrument No. 14501, Official Records, March 3, 1972, in Volume 1881, Page 555, as Instrument No. 3989, Official Records and March 3, 1972, in Volume 1881, Page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

Exhibit A Parcel 1 continues:

Containing a total of 8.14 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

APN: 057-200-067

END OF DISCRIPTION.



Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

Exhibit A continues:

PARCEL 2:

A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown on the Map entitled, Map of the Crocker Colony, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

COMMENCING at the Northwest corner of said Lot 96 and running thence North 83° 48' 00" East 1028.62 feet along the North line of said Lot 96 to **THE POINT OF BEGINNING**; thence North 01°24'30" East 9.49 feet; thence South 51°57'00" East 74.78 feet to the Westerly line of a 100.00 feet wide abandoned railroad right of way; thence leaving last said line South 40°05'55" East 60.36 feet to the Westerly line of State Highway 59 and the City/County limit line; thence along last said line South 01°24'30" West 100.00 feet; thence leaving last said line North 88°35'30" West 100.00 feet; thence North 01°24'30" East 189.83 feet to **THE POINT OF BEGINNING**, all as delineated on Map entitled, "Record of Survey for J.F. Collins Co.", recorded in Book 13 of Surveys, Page 35, Merced County Records.

Containing a total of 0.34 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

APN: 057-200-029

END OF DISCRIPTION.



Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

Exhibit A continues:

PARCEL 3:

A portion of Lot 96, MAP OF CROCKER COLONY, in the County of Merced, State of California, as per plat recorded in Book 5 of Maps, Page 6, records of said County and a portion of the Yosemite Valley Railroad right of way (now abandoned), described as follows:

BEGINNING at the southeast comer of the aforesaid Lot 96 and running thence northwesterly along the northerly line of the A.T. & S.F. Railroad right of way along an 11,409.16 foot radius curve to the right, through a central angle of 03° 07' 59" an arc distance of 623.88 feet to a point on the southerly line of Santa Fe Drive (a County Road); thence easterly along the southerly line of Santa Fe Drive along a 1,260.00 foot radius curve to the left through a central angle of 26° 32' 37" an arc distance of 583.72 feet; thence South 22° 47' 55" East 22.73 feet along the southerly line of said Santa Fe Drive to a point on the west line of State Highway 59; thence South 01° 24' 30" West 153.60 feet; thence North 88° 35' 30" West 40.00 feet to **THE POINT OF BEGINNING** all as delineated on map entitled, "RECORD OF SURVEY FOR J. F. COLLINS CO.", recorded in Book 13 of Surveys at Page 35, Merced County Records.

EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961 in Vol. 1539 of Official Records, Page 594, as Instrument NO. 14501, March 3, 1972 in Vol. 1881 of Official Records, Page. 555, as Instrument No. 3989, and March 3, 1972 in Vol. 1881 of Official Records, page 572, as Instrument No. 3991, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

Containing a total of 1.01 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

APN: 57-200-42

END OF DISCRIPTION.

Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date

LICENSED LAND SURVEYOR
KAISER ISAAC SHAHBAZ
L.S. 8599
STATE OF CALIFORNIA

EXHIBIT A
PROPOSED ANNEXATION AREA LEGAL DESCRIPTION

PORTION OF RASCAL CREEK:

A portion of Canal Reserve property as shown on the Map entitled, Map of the Crocker Colony, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portion being described as a whole as follows:

COMMENCING at the Northwest corner of said Lot 96 and running thence North 83° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being **THE POINT OF BEGINNING** of this description; thence North 53°11'12" West 260.35 feet along said Northeasterly line of Santa Fe Drive; thence leaving last said line and along the Northerly line of said Canal Reserve property the following five (5) courses: (1) South 70°04'35" East 176.18 feet; (2) North 83°48'00" East 825.98 feet; (3) North 80°52'54" East 178.90 feet; (4) North 51°57'00" East 61.30 feet to the Westerly line of a 100.00 feet wide abandoned railroad right of way; thence leaving last said line; (5) North 83°48'00" East 40.36 feet to the Westerly line of State Highway 59 and the City/County limit line; thence along last said line South 01°24'30" West 236.41 feet to the Southerly line of said Canal Reservation property; thence along said last line the following four (4) courses: (1) North 40°05'55" West 60.36 feet; (2) North 51°57'00" West 74.78 feet; (3) South 01°24'30" West 9.49 feet; (4) South 83°48'00" West 945.08 feet to **THE POINT OF BEGINNING**.

n Volume 1881, Page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

Containing a total of 2.78 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

See Exhibit B attached hereto and made a part hereof.

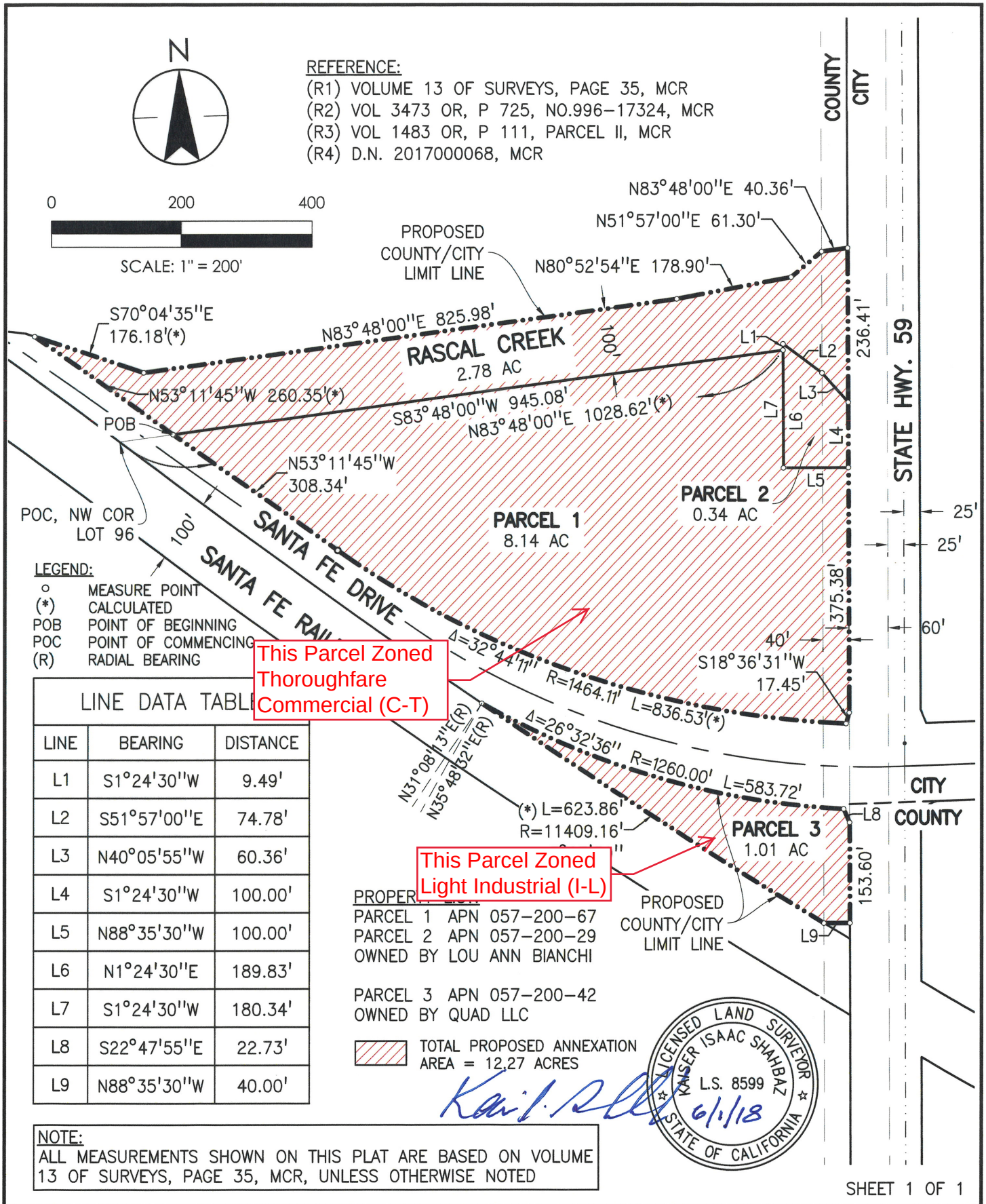
END OF DISCRIPTION.

Note: Proposed total area to be annexed to the City of Merced is 12.27 acres, more or less

Kaiser I. Shahbaz, L. S. 8599

6/1/2018
Date





LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S1°24'30"W	9.49'
L2	S51°57'00"E	74.78'
L3	N40°05'55"W	60.36'
L4	S1°24'30"W	100.00'
L5	N88°35'30"W	100.00'
L6	N1°24'30"E	189.83'
L7	S1°24'30"W	180.34'
L8	S22°47'55"E	22.73'
L9	N88°35'30"W	40.00'

NOTE:
ALL MEASUREMENTS SHOWN ON THIS PLAT ARE BASED ON VOLUME 13 OF SURVEYS, PAGE 35, MCR, UNLESS OTHERWISE NOTED

SHEET 1 OF 1

VVH CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel: 209.568.4477 Fax: 209.568.4478

W:\10670101\survey\drawing\sheet files\10670101_EXHIBIT B.dwg 6/1/18 15:01 | KS | 6/01/2018

PREPARED FOR
ELITE BUSINESS ENTERPRISES, INC
2190 MERIDIAN PARK BLVD., SUITE G
CONCORD, CA 94520

ANNEXATION AREA TO THE CITY
APN 057-200-029, 067, 042
& PORTION OF RASCAL CREEK

EXHIBIT
B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MERCED AND LOU ANN BIANCHI FOR THE HIGHWAY 59 AND SANTA FE ANNEXATION

WHEREAS, Section 65864 *et seq*. of the Government Code of the State of California and City of Merced Resolution 2005-101 authorize the execution of agreements establishing and maintaining requirements applicable to the development of real property; and,

WHEREAS, In accordance with the procedure specified in said Resolution, Lou Ann Bianchi, hereinafter "the Developer" has filed with the City of Merced an application for a Pre-Annexation Development Agreement (hereinafter "this Agreement"), for property generally located at the northwest corner of North Highway 59 and Santa Fe Drive, and said application has been reviewed and accepted for filing by the Director of Development Services; and,

WHEREAS, Notice of the City's intention to consider adoption of this Agreement with the Developer has been duly given in the form and manner required by law, and the Planning Commission and City Council of said City have each conducted public hearings on June 6, 2018 (Planning Commission), and July 16, 2018 (City Council) at which time each heard and considered all evidence relevant and material to said subject.

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The City Council hereby finds and determines, with respect to this Agreement by and between the City of Merced and the Developer, that it:

A. Is consistent with the objectives, policies, general land uses, and programs specified in the City of Merced's General Plan in that this Agreement makes reasonable provision for the use of certain real

property for commercial development consistent with the General Plan's land use designation of Thoroughfare Commercial (CT);

B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the Subject Property referred to therein is located as this Agreement provides for commercial development;

C. Is in conformity with the public convenience, general welfare, and good land use practice because it makes reasonable provision for a balance of land uses compatible with the remainder of the City;

D. Will not be detrimental to the health, safety, or general welfare because it provides adequate assurances for the protection thereof;

E. Notice of the public hearing before the Planning Commission was published in a newspaper of general circulation at least ten (10) days before the Planning Commission public hearing, and mailed or delivered at least ten (10) days prior to the hearing to the project applicant and to each agency expected to provide water, sewer, schools, police protection, and fire protection, and to all property owners within three hundred feet (300') of the property as shown on the latest equalized assessment roll;

F. Notice of the public hearing before the Planning Commission included the date, time, and place of the public hearing, the identity of the hearing body, a general explanation of the matter to be considered, a general description and text or by diagram of the location of the real property that is the subject of the hearing, and of the need to exhaust administrative remedies;

G. Notice of the public hearing before the City Council was published in a newspaper of general circulation at least ten (10) days prior to the City Council public hearing, mailed at least ten (10) days prior to the hearing to the project applicant, to each agency expected to provide water, sewer, schools, police protection, and fire protection, and to all property owners within three hundred feet (300') of the property as shown on the latest equalized assessment roll;

H. Notice of the City Council hearing included the date, the time, and place of the public hearing, the identity of the hearing body, the general explanation of the matter to be considered, a general description in text or by diagram of the location of the Subject Property that is the subject of the hearing, and the notice of the need to exhaust administrative remedies;

I. City Council approved this Agreement by Ordinance based upon evidence and findings of the Planning Commission and new evidence presented at its hearing on this Agreement, giving its reasons therefore and set forth their relationship between this Agreement and the General Plan;

J. The benefits that will accrue to the people of the City of Merced from this legislation and this Agreement are as follows:

a. Participation in future Financing Districts to finance the expansion of the City's sewer facilities and system to upgrade the City's sewer treatment facility;

b. Upgrade, improvement, and replacement of existing public infrastructure adjacent to and within the Subject Property, including as follows:

i. Install all public improvements, including but not limited to, sidewalk, curb, gutter, street lights, and street trees along the property frontage along North Highway 59 and Santa Fe Drive;

ii. Extension of City water and sewer facilities across the full frontage of the property along Santa Fe Avenue;

iii. Provide fire hydrants as determined by the Fire Marshal; and,

iv. Provide storm drainage tie-in into existing storm water drainage system.

c. Underground all utilities within the Subject Property site, but shall not be responsible for undergrounding existing utilities outside of the Subject Property;

d. Connect all development to the City water system and pay all applicable connection fees;

e. Developer agrees to form a Mello-Roos Community Facilities District (CFD) for infrastructure and maintenance within the Subject Property with waiver of protest rights;

f. Improve/upgrade/replace all existing County infrastructure (road, utilities, etc.) adjacent to and within the Subject Property consistent with City of Merced standards.

The foregoing improvements are to be constructed and paid for by Developer.

SECTION 2. APPROVAL. This Agreement, attached hereto and incorporated herein by this reference as Attachment "1" is hereby approved. The City Manager is authorized and directed to evidence such approval by executing this Agreement for, and in the name of, the City of Merced; and the City Clerk is directed to attest thereto; provided, however, that this Agreement shall not be executed by the City until this Ordinance takes effect and the City has received from the applicant two executed originals of said Agreement.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. PUBLICATION. The City Clerk is directed to cause a copy of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the 2nd day of July 2018, and was passed and adopted at a regular meeting of said City Council held on the 16th day of July 2018, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

6-15-2018

City Attorney **Date**

NOTICE OF POTENTIAL INTRODUCTION OF ORDINANCE

CITY OF MERCED

NOTICE IS HEREBY GIVEN that on _____ __, 2018, the City Council of the City of Merced is scheduled to consider the introduction of an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MERCED AND LOU ANN BIANCHI FOR THE HIGHWAY 59 AND SANTA FE ANNEXATION

at its regular meeting to be held at 6:00 pm in the City Council Chambers at 678 West 18th Street, Merced, California. The public is invited to provide any oral or written comments regarding this proposed Ordinance.

If adopted, this Ordinance would approve a pre-annexation development agreement between the City of Merced and Lou Ann Bianchi for the Highway 59 and Santa Fe Annexation.

A copy of the full text of the proposed Ordinance is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

_____

ASSISTANT CITY CLERK

PUBLISH:

PUBLIC NOTICE OF ADOPTION OF ORDINANCE

CITY OF MERCED

ORDINANCE NO. _____

NOTICE IS HEREBY GIVEN that on _____ __, 2018, the City Council of the City of Merced adopted Ordinance No. _____, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MERCED AND LOU ANN BIANCHI FOR THE HIGHWAY 59 AND SANTA FE ANNEXATION

Ordinance No. _____ approves a Pre-Annexation Development Agreement between the City of Merced and Lou Ann Bianchi for the Highway 59 and Santa Fe Annexation.

Ordinance No._____ was adopted by the following roll call vote of the City Council:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

A copy of the full text of Ordinance No. _____ is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

_____
ASSISTANT CITY CLERK

PUBLISH:

RECORDED AT THE REQUEST OF
City Clerk
City of Merced
A California Charter Municipal Corporation

WHEN RECORDED RETURN TO
City Clerk
City of Merced
678 West 18th Street
Merced, California 95340

(Space Above Line For Recorder's Use)

PRE-ANNEXATION DEVELOPMENT AGREEMENT

PENDING ANNEXATION/PRE-ZONING NO. 15-01

"HIGHWAY 59 & SANTA FE ANNEXATION"

LOUANN BIANCHI

Date: _____

PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
CITY OF MERCED
AND
LOUANN BIANCHI

This Pre-Annexation Development Agreement ("Agreement") is entered into to be effective on the date it is recorded with the Merced County Clerk/County Recorder (the "Effective Date") by and among the City of Merced, a California Charter Municipal Corporation ("City") and the persons listed below ("Owner"):

Louann Bianchi
151 N. Ulukoa Pl.
Lahaina, HI 96761-1969

RECITALS

A. To provide for orderly planning, City has the authority pursuant to California Government Code Sections 65300 and 65301 to include in its General Plan land outside its boundaries which is in the City's sphere of influence or in the City's judgment bears a relation to its planning and, pursuant to Section 65450, to adopt specific plans for any part of the area covered by the General Plan. City also has the authority pursuant to California Government Code Section 65859 to pre-zone property adjoining the City for the purpose of determining the zoning designation that will apply to the property in the event of a subsequent annexation of the property to the City.

B. The Legislature of the State of California has adopted California Government Code Section 65864-65869.5 ("Development Agreement Legislation") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries or in unincorporated territory within a city's sphere of influence for the development of such property in order to, among other things: encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage

an investment in and commitment to comprehensive planning, which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

C. Pursuant and subject to the Development Agreement Legislation, the City's police powers, and City Council Resolution No. 95-6, City is authorized to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries or sphere of influence thereby establishing the conditions under which such property may be developed in the City or may be annexed into the City and governing development of such property upon its annexation.

D. By electing to enter into this Agreement, City shall bind future Members of the City Council of City by the obligations specified herein and further limit the future exercise of certain governmental and proprietary powers by any Member of the City Council to the extent such limitation is provided in the Development Agreement Legislation.

E. The terms and conditions of this Agreement have undergone extensive review by the staff of the City, the City's Planning Commission, the City Council of City, and Owner, and have been found to be fair, just, and reasonable.

F. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

G. All of the procedures of the California Environmental Quality Act have been met with respect to this Agreement.

H. City was incorporated on April 1, 1889, and the City Charter was approved on April 12, 1949 and last amended on in January 2008.

I. Owner is the fee or equitable owner of two parcels totaling approximately 7.83 acres of undeveloped land located within the City's sphere of influence, hereinafter referred to as the "Property" as legally described in Exhibit "A" and depicted on the map thereto, both attached hereto and made a part herein by this reference.

J. Owner has requested City to apply to the Merced County Local Agency Formation Commission ("LAFCO") to annex the Property. City is not opposed to Owner's request and will consider said request upon Owner's execution of this Agreement.

K. City and Owner desire that the Property be developed pursuant to the land uses and conditions of Pending Annexation and Prezoning #15-01and Expanded Initial Study #15-36.

L. The City Council of City hereby finds and determines that:

(1) The environmental impacts of the Project have been reviewed and all measures deemed feasible to mitigate adverse impacts thereof have been incorporated into the City approvals for the Project.

(2) No other mitigation measures for environmental impacts created by the Project, as presently approved, shall be required for development of the Project unless mandated by law.

(3) City may, pursuant to and in accordance with its rules, regulations, and ordinances, conduct an environmental review of subsequent discretionary entitlements for the development of the Project or any changes, amendments, or modifications to the Project. The City, as a result of such review, may impose additional measures (or conditions) to mitigate as permitted by law the adverse environmental impacts of such development entitlement which were not considered or mitigated at the time of approval of the Project.

M. As a Mitigated Negative Declaration was prepared for the Project vested by this Agreement, the following language is to be included:

(1) Within forty-eight (48) hours of the effective date of this Agreement, Owner shall deliver to the City's Planning Department a check payable to the County Clerk in the amount of Two Thousand Three Hundred Thirty Dollars and Seventy-Five Cents ($2,330.75.), which includes the Two Thousand Two Hundred Eighty Dollars and Seventy-Five Cents ($2,280.75) fee required by Fish and Game Code Section 711.4(d)(3) plus the Fifty Dollar ($50.00) County administrative fee to enable the City to file the Notice of Determination required under Public Resources Code Section 21152 and 14 Cal. Code of Regulations 15075. If within such forty-eight (48) hour period the Owner has not delivered to the City's Planning Department the check required above, this Agreement shall be

void by reason of failure of a material condition, Fish and Game Code Section 711.4.

N. City Council of City has approved this Agreement by Ordinance No. ____ adopted on _____, 2018, and effective on _____, 2018.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals. The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.

2. Definitions. In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below:

2.1 "City" is the City of Merced.

2.2 "County" is the County of Merced.

2.3 "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Existing Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

2.4 "Development Plan" means the Existing Development Approvals defined in Section 2.6 below which are applicable to development of the Project.

2.5 "Effective Date" means the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City Council adopted such Ordinance absent a referendum challenge.

2.6 "Existing Development Approval(s)" means those certain development approvals in effect as of the effective date of this Agreement with respect to the Property, including, without limitation, the "Existing Development Approvals" listed in Exhibit "B" attached hereto and incorporated herein by this reference, which were approved by the City.

2.7 "Financing District" means a Community Facilities District formed pursuant to the Mello-Roos Community Facilities Act of 1982, (California Government Code Sections 53311 *et seq.*, as amended, and referred to hererin as the "Mello-Roos" Law); an assessment district formed pursuant to the Landscaping and Lighting Act of 1972, (California Streets and Highways Code Sections 22500 *et seq.*, as amended); a special assessment district formed pursuant to the Municipal Improvement Act of 1913, (California Streets and Highways Code Section 10100, *et seq.,* as amended); or any other special assessment district pursuant to State law or by virtue of the City's status as a Charter City, formed for the purposes of financing the cost of public improvements, facilities, services and/or public facilities fees within a specific geographical area of the City.

2.8 "Future General Regulations" means all ordinances, resolutions, codes, rules, regulations, and official policies of City applicable to all properties in the City after the Effective Date and as stipulated in Section 14 of this Agreement.

2.9 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations, and official policies of City, governing the development and use of land including without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property listed on Exhibit "C" attached hereto and incorporated herein by this reference, which are a matter of public record on the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy governing:

(a) The conduct of businesses, professions, and occupations;

(b) Taxes and assessments;

(c) The control and abatement of nuisances;

(d) The provision, maintenance, expansion, termination, conditions and limitations of municipal water and sewer services;

(e) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

(f) The exercise of the power of eminent domain.

2.10 "Owner" means the person or entity having a legal or equitable interest in the Property and Project and all successors, transferees, or assigns thereof;

2.11 "Project" or "Projects" is the development of the Property in accordance with the Development Plan.

2.12 "Property" is the real property legally described in Exhibit "A" and depicted on the map thereto, both attached hereto and incorporated herein by this reference.

2.13 "Subdivision" shall have the same meaning as that term is defined in Government Code Section 66424.

2.14 "Subsequent Development Approvals" means all development approvals required subsequent to the Effective Date in connection with development of the Property.

2.15 "Subsequent Land Use Regulation" means any Land Use Regulation adopted and effective after the Effective Date of this Agreement.

3. Interest of Owner. Owner represents that it has the fee title or equitable interest in the Property, and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

4. Exhibits. The following documents are referred to in this Agreement attached hereto, incorporated herein, and made a part hereof by this reference:

Exhibit Designation	Description
Exhibit A	Property Legal Description and Map
Exhibit B	Existing Development Approvals
Exhibit C	Land Use Regulations
Exhibit D	Public Benefits
Exhibit E	Notice of Default to Mortgagee
Exhibit F	Planning Commission Resolution #3095

Exhibit G Mitigation Measures Adopted by City Council

5. Term of Agreement.

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall extend for a period of ten (10) years thereafter, unless this Agreement is sooner terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.

5.2 Time to Annex. Except as otherwise expressly provided in this Agreement, this Agreement shall terminate and be of no further force and effect if the change of organization or reorganization ("Annexation") of the Property is not approved by the Merced County Local Agency Formation Commission ("LAFCO") and the City Council of City and any other appropriate public agencies having jurisdiction thereover within two (2) years after the effective date of this Agreement unless extended in writing by mutual agreement of the parties.

5.3 Termination by Litigation. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.

5.4 Subdivision Map Act Compliance. Any tentative map prepared for the Subdivision under this Agreement shall comply with the provisions of Government Code Section 66473.7.

6. Permitted Use and Density. The permitted use of the Property is a commercial center to include a gas station, mini-market, car wash, fast-food restaurant, and drive-through coffee shop along with other unknown commercial uses.

7. Public Benefits. In accordance with Section 1 of City Resolution No. 2005-101, specific public benefits are provided to City beyond those already forthcoming through Project approvals in return for the City's commitments to maintain present plans as regulations for the determinate period set forth in this Agreement. These specific public benefits are set forth on Exhibit "D" attached

hereto and incorporated herein by this reference as if set forth in full. Owner agrees to provide all public benefits identified in said Exhibit "D" in such manner and within such timeframe as provided therein.

8. Annexation.

8.1 Annexation-Owner's Obligations. Owner shall take all actions reasonably necessary to process and complete proceedings before LAFCO on the Annexation. Owner shall pay all LAFCO processing fees required in connection with the Annexation and shall pay any generally applicable City processing fees required for the Annexation. Owner shall reimburse City for its actual and reasonable costs incurred in the processing of this Agreement. Owner agrees to take all steps reasonably necessary to support annexation to the City, including voting in favor of annexation. Owner shall assist City in preparing the Plan of Services required by LAFCO.

8.2 City's Duty to Cooperate. City shall cooperate and assist in the processing of the Annexation before LAFCO by timely taking the following actions:

(a) Providing all information reasonably required or requested by LAFCO with respect to the Annexation including, without limitation, a Plan of Services providing information to LAFCO with respect to the provision of municipal services to the Annexation Property by the City; and,

(b) Providing a written statement of support for the Annexation to LAFCO prior to the LAFCO public hearing on the Annexation.

9. Assignment.

9.1 Right to Assign. The Owner shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Sections 66410, *et seq.*, or Chapter 18.04 of the Merced Municipal Code to any person, partnership, joint venture, firm, limited liability company, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the

rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property. Owner agrees to provide specific notice of this Agreement, including the record or document number, where a true and correct copy of this Agreement may be obtained from the County Clerk/County Recorder of the County of Merced, in any grant deed or other document purporting to transfer the title or an interest in the Property during the term of this Agreement or any extension thereof.

(b) No less than thirty (30) business days prior to any such sale, transfer, or assignment, the Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed Assignment and Assumption Agreement, in a form acceptable to the City Attorney, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the owner under this Agreement. Where multiple sales, transfers, or assignments are contemplated by Owner to more than one purchaser, transferee, or assignee, said Assignment and Assumption Agreement shall expressly specify and apportion shared obligations amongst various purchasers, transferees, or assignees.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall be null and void and shall constitute a material default by the Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (b) of this Subsection, the burdens of this Agreement placed upon Owner shall run with the land and shall be binding upon any purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed.

9.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Owner of **ALL** of the following conditions:

(a) The Owner no longer has a legal interest in all or any part of the Property except as a beneficiary under a deed of trust.

(b) The Owner is not then in default under this Agreement.

(c) The Owner or purchaser has provided City with the notice and executed Assignment and Assumption Agreement required under Paragraph (b) of Subsection 9.1 above.

(d) The purchaser, transferee, or assignee provides City with security equivalent to or better than any security previously provided by Owner to secure performance of its obligations hereunder.

(e) The Owner has reimbursed City for any and all City costs associated with Owner's transfer of all or a portion of the Property.

(f) The Owner has reimbursed City for any and all costs relating to this Agreement.

(g) The conditions in Section 20.4 (Sewer Facility Capital Expansion Improvement Bonds) have been completely satisfied, are no longer required or the obligations under Section 20.4 have been completely and unequivocally assumed by the subsequent Owner.

9.3 Termination of Agreement with Respect to Individual Lots upon Sale to Public and Completion of Construction. With the exception of Section 20.4, the provisions of Subsection 9.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be

released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of all of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A Certificate of Occupancy has been issued for a building on a lot, and the fees set forth in this Agreement have been paid; and

(c) The conditions in Section 20.4 (Sewer Facility Capital Expansion Improvement Bonds) have been completely satisfied or are no longer required.

9.4 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

10. Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value, unless otherwise required by law. No Mortgagee shall have an obligation or duty under this Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

11. Notice of Default to Mortgagee; Right to Cure.

11.1 Timely Notice to City Clerk. If the City Clerk timely receives notice, on the form set forth on Exhibit "E," attached hereto and incorporated herein by this reference, from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of the Agreement, the City shall endeavor to provide a copy of that notice to the Mortgagee within ten (10) days of sending the Notice of Default to Owner. City shall have no

liability for damages or otherwise to Owner, Owner's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

11.2 Mortgagee Right to Cure. The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee to avail itself of the rights provided by this Section must notify the City in writing of its intent to attempt to remedy or cure within twenty (20) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. By providing the notice to City, Mortgagee is agreeing and consenting to the provisions of this Section and is further waiving the right to claim a prior lien on the Property. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within thirty (30) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this thirty (30) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the thirty (30) day period and thereafter diligently pursues and completes the cure.

11.3 City Council Review of Mortgagee's Efforts. Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City's City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement at its sole and complete discretion.

11.4 Reservation of City's Rights During Cure Period. In return for City granting to Owner, Owner's successors and transferees, and the Mortgagees of each of them, an extended time to remedy or cure a Default, Owner, Owner's successors and transferees, and the Mortgagees of each of them agree that once a Default is declared by City's City Council, the City may take the actions set forth below and lien and burden the Property for the costs thereof

-- irrespective of any lien priority, construction loan, deed of trust, or other encumbrance. Such actions include the following:

(a) Abate public nuisances following the City-adopted public nuisance ordinance;

(b) Remedy any health or safety threat posed by the Property, construction, or other activities going on on the Property;

(c) Control storm water run-off from the Property pursuant to Chapter 8.08 of the Merced Municipal Code and in compliance with all Post Construction Standards required by the City's Municipal Separate Storm Sewer System (MS-4) Permit;

(d) Screen any unsightly appearance on the Property for aesthetic purposes;

(e) Abate weeds; and,

(f) Control noise, dust, or other offensive conditions on the Property.

11.5 Mortgagee Extension of Cure to Possession of Agency. In the event any obligation of Owner is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the United States Department of Labor San Francisco-Oakland-San Jose Consumer Price Index as the measure of inflation.

12. Mortgagee Rights. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or

modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Owner shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days or receipt of an invoice from City.

Any Mortgagee of the Property shall be able to rely upon the provisions hereof and except as expressly provided in this Agreement, neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law or specified herein.

13. California Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain Codes which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including the Project and Property subject to this Agreement. Such Codes include, but are not limited to, the California Building Code, California Mechanical Code, California Electrical Code, and California Fire Code.

14. Public Health and Safety Concerns, Application to Project of Future General Regulations.

14.1 City Authority to Adopt Future General Regulations. This Agreement does not prevent the City from adopting Future General Regulations and applying such Future General Regulations to the Project and the Property, provided the City Council adopts findings that a failure to apply such Future General Regulations would result in a condition injurious or detrimental to the public health and safety. These findings shall be based upon substantial evidence in the record from a hearing conducted by the City Council at which the Owner was provided at least ten (10) days advance written notice.

14.2 Application of Future General Regulations to Project. Notwithstanding Section 14.1 above, the City shall not apply to the Project or the Property any Future General Regulations which prevent, preclude, or unreasonably delay or alter or in any way affect the implementation of all or any portion of the Development Plan, unless the City Council, in accordance with Section 14.1 above also makes a finding that such Future General Regulations are reasonably necessary to correct or avoid such injurious or detrimental condition. Any Future General Regulations applied to the Project

or the Property pursuant to this Section 14.2 shall only apply for the duration necessary to correct or avoid such injurious or detrimental condition.

15. Binding Effect of Agreement. The burdens of this Agreement bind and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

16. Project as a Private Undertaking/Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

17. Changes in Project. City may expand the permitted uses for the Property without amending this Agreement so long as Owner or Owner's successor retains his/her/their existing entitlements.

18. Timing of Development; Pardee Construction case. The parties acknowledge that Owner cannot at this time predict when, or at the rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties, it is the parties intent to cure that deficiency by acknowledging and providing that the Owner shall have the right to develop the Property in such order, at such rate, and at such times as the Owner deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan and this Agreement.

19. Indemnity and Cost of Litigation.

19.1 Hold Harmless. The Owner shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof,

and officers, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, employees, or agents thereof to attack, modify, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the Property, the Project, and the approvals related thereto. Furthermore, Owner shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, and officers, employees, or agents thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate in the defense of the action by providing staff witnesses, documents, and related information. It is understood that the duty of Owner to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Owner from liability under this indemnification and hold harmless clause. Owner agrees to and shall indemnify, protect, defend, and hold harmless the City and its officers, employees, agents, and representatives from actions for damages caused or alleged to have been suffered by reason of the operations referred to in this paragraph, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Project. This indemnification requirement shall extend beyond the termination or expiration of this Agreement. By execution of this Agreement, Owner acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

19.2 Hold Harmless—Damages & Injury. Owner further agrees to and shall indemnify, protect, defend, and hold City, its officers, employees, agents, and representatives harmless from liability for any and all damage or claims for damage for personal injury, including death, and claims for property damage, resulting from intentional or negligent acts, errors, or omissions which may arise from the direct or indirect operations of the Owner or those of its employees, officers, agents, contractors, subcontractors, or other person acting on its behalf which relate to the Project, or from any violation of any federal, state, municipal law, ordinance, or regulation, to the extent caused, in whole or in part, by the intentional or negligent acts, errors, or omissions of Owner or its employees, officers, agents, contractors, subcontractors, or other person acting

on its behalf, or by the quality or character of Owner's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence of the City. It is understood that the duty of Owner to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Owner from liability under this indemnification and hold harmless clause. Owner agrees to and shall indemnify, protect, defend, and hold harmless the City and its officers, employees, agents, and representatives from actions for damages caused or alleged to have been suffered by reason of the operations referred to in this paragraph, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Project. This indemnification requirement shall extend beyond the termination or expiration of this Agreement. By execution of this Agreement, Owner acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

19.3 Third Party Litigation Concerning Agreement. Owner shall indemnify, protect, defend, and hold harmless City, its officers, employees, or agents against any loss, cost, expense, claim, or counter-claim, complaint, or proceeding to attack, modify, set aside, void, or annul the approval of this Agreement or the approval of any permit or entitlement granted pursuant to this Agreement brought by a third party. City shall promptly notify Owner of any such claim, action, or proceeding, and City shall cooperate in the defense of the action by providing staff witnesses, documents, and related information. If City fails to promptly notify Owner of any such claim, action, or proceeding, or if City fails to cooperate in the defense, Owner shall not thereafter be responsible to indemnify, protect, defend, or hold harmless City. City may in its discretion participate in the defense of any such claim, action, or proceeding.

19.4 Environmental Assurances. Owner shall indemnify, protect, defend, and hold harmless City, its officers, employees, agents, assigns, and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred,

or suffered by, or asserted against, City or its officers, employees, or agents arising from or attributable to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or hazardous wastes at any place within the Property which is the subject of this Agreement. The foregoing indemnity extends beyond the term of this Agreement and is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation, and Liability Act, "CERCLA," 42 U.S.C. Section 9667(e), and California Health and Safety Code Section 25364, and their successor statutes, to insure, protect, defend, hold harmless, and indemnify City from liability.

19.5 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 27.4 and 27.5 hereof, Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents, and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms and/or operation of this Agreement.

19.6 Reservation of Rights. Owner's obligation to indemnify, protect, defend, and hold harmless under Sections 19.1 to 19.3 herein shall be provided at Owner's sole expense, including but not limited to attorneys' fees and court costs, with legal counsel which Owner selects, hires, or otherwise engages to defend City hereunder to be approved by City. City reserves the right to conduct its own defense, provided, however, that Owner shall reimburse City forthwith for any and all reasonable expenses incurred for such defense, including, but not limited to, attorneys' fees and court costs, upon billing and accounting therefor.

19.7 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

20. Public Benefits, Public Improvements and Facilities.

20.1 Intent. The parties acknowledge and agree that this Agreement confers private benefits on the Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Owner by providing more fully for the satisfaction of the public needs resulting from development of the Project, as set forth on Exhibit "D" attached hereto and incorporated herein by this reference. Owner agrees to provide all public benefits identified in said Exhibit "D" in such manner and within such timeframe as provided therein.

20.2 Development Fees. Owner shall also pay all other customary and typical development exactions, for a Project of this size and nature, in existence as of the Effective Date and throughout the term of this Agreement, including but not limited to, Fire, Traffic Signal Mitigation, Public Facility Financing Plan Impact Fees, School Impact Fees (SB50), sewer and water connection fees, and permit fees pursuant to the provisions of City ordinances and resolutions in existence at the time of payment, including any periodic adjustments provided by said ordinances and resolutions.

20.3 Public Improvements. If Owner is required by this Agreement, or any other obligation, to construct any public improvements which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall construct such improvements in the same manner and subject to the same requirements as would be applicable to City or such other public agency should it have undertaken such construction.

As required by Mitigation Measure TRA-1 of Environmental Review #15-36, adopted by City Council and found at Exhibit G, a traffic signal may be required at such time as the City Engineer deems it necessary for safety reasons based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of Owner.

20.4 Sewer Facility Capital Expansion Improvement Bond. The City anticipates (i) forming one or more Financing Districts to finance the expansion of its sewer facilities and system to upgrade the City's sewer treatment facility to accommodate the additional sewer capacity required for growth attributable to the Project, and (ii) issuing sewer facility capital expansion improvement bonds or other indebtedness (the "Bonds") to be secured in whole or in part from assessments or special taxes levied within such Financing Districts, or similar fees and charges. Owner, on behalf of itself and

its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, agrees to form or annex to a Financing District or pay fees and charges in lieu thereof when established, agrees to include the Property within a Financing District, and agrees to pledge and encumber the Property for purposes of the issuance of the Bonds and authorize, by petition, vote, or otherwise, that inclusion of the Property in the Financing District, the issuance of the Bonds, and the imposition by the City of a special tax or assessment on the Property in order to secure the Bonds. The Owner acknowledges that an assessment lien or special tax lien will be recorded against the Property and that the lien will continue in force and effect until the assessment or special tax obligation is prepaid or permanently satisfied and the lien cancelled in accordance with the law. By executing this Agreement, Owner, on behalf of itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, agrees and consents to waive any protest, suit, claim, or challenge to the Bond or any proceedings related thereto. The terms and condition in this Section 20.4 shall run with the land and shall survive beyond the termination or expiration of this Agreement.

21. Reservation of Authority.

21.1 Limitations, Reservations, and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

(a) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exactions shall be applicable to development of the Property unless such Development Exactions are applied uniformly to development throughout the City.

(d) Regulations governing construction standards and specifications including without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.

(e) Regulations governing:

(1) The control and abatement of public nuisances;

(2) Storm water run-off from the Property;

(3) The remedy of any health or safety threat posted by the Property; and,

(4) The provision, maintenance, expansion, termination, conditions and limitations of municipal water and sewer services.

(f) Regulations which are in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided Owner has given written consent to the application of such regulations to development of the Property.

21.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying the Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing or Subsequent Land Use Regulations not in conflict with the Development Plan.

21.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be

modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

21.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies.

22. Development of the Property, Vesting, and Changes/Amendments.

22.1 Rights to Develop. Contingent upon approval of Owner's annexation request by LAFCO and subject to the terms of this Agreement, Owner shall have a vested right to develop the Property in accordance with, and to the extent of the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the City's Zoning Ordinance for Thoroughfare Commercial (C-T) Zone. In exchange for the vested right to develop pursuant to this Agreement, Owner expressly waives for itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, the right to challenge or contest the validity of the annexation and any condition of approval attached to any entitlement which is a part of the Development Plan.

22.2 Payment of Fees. Owner, for itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, agrees to pay all City and school district fees, taxes, and/or assessments in effect on the Effective Date of this Agreement, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or assessments which are in effect at the time building permits are issued, which may include public facility impact fees, other impact fees as applicable, and any special assessments or Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by a special assessment law or the Mello-Roos law, etc., (and to comply with the additional conditions set forth in Exhibit "F," attached hereto and incorporated herein by this reference).

Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time.

22.3 Compliance with Conditions. Owner agrees to comply with the conditions of approval set forth in Planning Commission Resolution No. 3095, attached hereto as Exhibit "F," and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impacts, if any, caused by Owner's development or are necessary to offset the costs to the City generated by Owner's development including sewer connection costs pursuant to Chapter 15.16 of the Merced Municipal Code.

22.4 Utility Connection Charge. Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

22.5 Building Permits & Wastewater Treatment Plant Capacity. No building permit or other permit for the Project shall be issued if Owner is not in full compliance with this Agreement. Notwithstanding any provision to the contrary, in the event the City's Wastewater Treatment Plant's capacity or operation is insufficient to serve all development projects in the City seeking connections, available building permits and sewer connections (hereinafter "Connection Permit"), shall be allocated as follows:

(a) The City reserves 5% of the available capacity, but not less than 100,000 gallons per day, to serve new commercial and industrial projects;

(b) Among residential projects, first priority shall be given for up to 5% of available capacity, but not less than 100,000 gallons per day, for projects legally covenanted and required to sell or lease to persons of low or moderate income;

(c) The balance of available capacity shall be allocated through the issuance of Connection Permits to Projects that have pledged their Property subject to this Agreement as security for the pubic financing essential to the expansion of the City's Wastewater Treatment Plant,

and among those Projects that have done so meet the following additional criteria:

(1) Have approved final maps for their Project and completed all other discretionary approvals (such as Conditional Use Permits);

(2) Agree and are able to commence construction of buildings within 120 days of receiving a building permit;

(3) Agree pursuant to a construction phasing plan submitted with the Connection Permit application to diligently pursue construction until completion in accordance with the phasing plan; and,

(4) Allocation of Connection Permits shall be based on those applications approved meeting the requirements above with those approved first in time getting priority over those filing subsequent thereto.

Insufficient capacity shall be determined by the City Engineer considering existing agreements to serve and maximum flow to the Wastewater Treatment Plant at its highest average point.

This allocation method for Connection Permits shall continue until such time as capacity at the Wastewater Treatment Plant is able to meet all of the requests for service, as determined by the City Engineer, with a sufficient reserve capacity to meet unexpected needs or opportunities for the City.

If construction is not commenced within the time limit specified in Section 22.5(c)(2), any Connection Permit for which construction has not commenced under the building permit shall be deemed void and subject to reallocation.

Once a Connection Permit is issued for a Project, the Connection Permit is not transferable by the permit holder to another site or location. The Connection Permit may be transferred between parties, such as when one company buys out a site to complete the Project, so long as the location does not change. Any attempted transfer to another location shall be void and cause the Connection Permit to be immediately voided and subject to reallocation.

If construction of the Project is not commenced within five (5) years, any sewer capacity allocated to this Property by this annexation shall be terminated. If, after five (5) years the sewer capacity allocation is terminated, the City Engineer shall determine when sufficient capacity is available for development.

22.6 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the existing Land Use Regulations in effect on the Effective Date of this Agreement. City shall exercise its lawful reasonable discretion in connection with Subsequent Development Approvals in accordance with the Development Plan, and as provided by this Agreement. City shall accept for processing, review, and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. City may, at the request of Owner, contract for planning and engineering consultant services to expedite the review and processing of Subsequent Development Approvals, the cost of which shall be borne by Owner.

22.7 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event the Owner finds that a change in the Existing Development Approvals is necessary or appropriate, the Owner shall apply for a Subsequent Development Approval to effectuate such change. If approved by City under Section 25 below, any such change in the Existing Development Approvals shall be incorporated herein as addendum to this Agreement and may be further changed from time to time as provided in this Section. Owner, shall, within thirty (30) days of written demand by City, reimburse City for any and all reasonable costs, associated with any amendment or change to this Agreement that is initiated by Owner or Owner's successor -- without regard to the outcome of the request for amendment or change to this Agreement. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or a supplemental Environmental Impact Report pursuant to Section 21166 of the Public Resources Code.

Notwithstanding the forgoing, the City is neither obligated nor required to make any change or amendment to this Agreement.

23. Periodic Review of Compliance with Agreement.

23.1 City Compliance Review. Pursuant to City Council Resolution No. 95-6, as it may be subsequently amended, City may review this Agreement at least once during every twelve (12) month period from the Effective Date of this Agreement. The Owner or successor shall reimburse City for the reasonable and necessary costs of this review, within thirty (30) days of written demand from City.

23.2 Owner Good Faith Compliance. During each periodic review by City, the Owner is required to demonstrate good faith compliance with the terms of this Agreement. The Owner agrees to furnish such evidence of good faith compliance as City in the exercise of its discretion may require.

24. Financing District. In addition to any Financing District required by Section 20.4 hereof, upon the request of Owner, the parties shall cooperate in exploring the use of special assessment districts, special tax districts, and other similar financing districts for the financing of the construction, improvement, or acquisition of public infrastructure, facilities, lands, and improvements to serve the Project, whether located within or outside the Property. It is acknowledged that nothing contained in this Agreement shall be construed as requiring City or City Council to form such a district or to issue or sell bonds therefor.

25. Amendment or Cancellation of Agreement. This Agreement shall not be amended, modified, or canceled, in whole or in part, unless in writing signed by both parties hereto, and only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Owner's breach or failure to comply in good faith with the requirements of this Agreement.

26. Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any party to it notwithstanding a change in the applicable general or specific plan, zoning, subdivision, or building regulations adopted by the City which alter or amend the rules, regulations, or policies governing permitted uses of the land, density, design, improvement, and construction standards and specifications.

27. Enforced Delay, Default, Remedies and Termination.

27.1 Default by Owner. If the City alleges an Owner Default, the City shall provide sixty (60) days prior written notice of the alleged Owner Default and then conduct a hearing utilizing the Annual Review procedures in Section 23(a) before the City may terminate this Agreement. Failure by Owner to reserve or dedicate any property pursuant to the Development Plan, or to pay fees and charges as required by the Land Use Regulations and this Agreement as they become due, shall constitute a separate material Owner Default. It shall also be deemed a material Owner Default of a material provision of this Agreement for more than forty-five (45) days to pass from City's written demand for reimbursement of any reimbursable costs under this Agreement and the receipt by City of such reimbursement. In the event of Owner Default, and in addition to any other remedy available to the City, the City shall have the right to rezone the Property back to its original designation.

27.2 Default by City. If Owner alleges a City Default the Owner shall provide written notice of the alleged City Default and the City shall have ninety (90) days to cure said Default. If the City has not cured the Default within ninety (90) days, Owner may pursue any legal or equitable remedy available to it under this Agreement. It is acknowledged by the parties that City would not have entered into this Agreement if City were to be subject to or liable for damages -- including monetary damages -- under or with respect to this Agreement or the application thereof, or with respect to the Project. Owner, for itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, expressly waives the right to

seek damages -- including monetary damages -- against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Owner, on behalf of itself and its successors, transferees, assignees, and subsequent purchasers of the Property, or any portion thereof, covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City. During the time when Owner alleges the existence of a City Default and without limiting any of its other available remedies, Owner shall not be obligated to proceed with or complete the Project or any phase of the Project, nor to reserve or dedicate any property pursuant to the Development Plan or this Agreement. Upon a City Default, any resulting delays in Owner's performance shall neither be an Owner Default nor constitute grounds for termination or cancellation of this Agreement by the City.

27.3 Waiver. Failure or delay in giving Notice of Default shall not waive a Party's right to give future Notice of the same or any other Default, provided, however, this Section 27.3 shall not preclude a Party from the protections provided under law or equity by the defenses of estoppel and/or latches.

27.4 Specific Performance Remedy. Due to the elimination of damages as a remedy against City and to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary as the exclusive remedy to compensate Owner if the City fails to carry out its obligations under this Agreement and is also available to City, if Owner defaults hereunder.

27.5 Judicial Review. In the event City elects to terminate this Agreement pursuant to the provisions of Sections 11.7, 25, or 27.1, the Owner may challenge such termination by instituting legal proceedings in which event the court shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

28. Events of Default. Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a) If a warranty, representation, or statement made or furnished by Owner to City is false or proves to have been false in any material respect when it was made;

(b) More than forty-five (45) days have passed since City's making of a written request to Owner for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement;

(c) Failure by Owner to reserve or dedicate any property pursuant to the Development Plan, or to pay fees and charges as required by the Land Use Regulations and this Agreement as they become due; or

(d) A finding and determination by City that upon the basis of substantial evidence the Owner has not complied in good faith with one or more of the terms or conditions of this Agreement.

29. Attorney's Fees and Costs. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

30. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail. Notice required to be given to City shall be addressed as follows:

To City: City of Merced
678 West 18th Street
Merced, California 95340
Attn: City Clerk

Notices required to be given to Owner shall be addressed as follows:

To Owner: Louann Bianchi
151 N. Ulukoa Pl.
Lahaina, HI 96761-1969

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

31. Cooperation. City agrees that it shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing for discretionary permits, tract or parcel maps, or other land use entitlement for development of the Project in accordance with the provisions of this Agreement. City shall cooperate with Owner in providing expeditious review of any such applications, permits, or land use entitlement and, upon request and payment of any costs and/or extra fees associated therewith by Owner, City shall assign to the Project planner(s), building inspector(s), and/or other staff personnel as required to insure the timely processing and completion of the Project.

32. Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event, Owner or Owner's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Owner or Owner's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Owner or Owner's successor agrees to reimburse City within thirty (30) days of written demand therefor.

33. Rules of Construction and Miscellaneous Terms.

(a) The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

(b) If there is more than one signer of this Agreement their obligations are joint and several.

(c) The time limits set forth in this Agreement may be extended by mutual written consent of the parties in accordance with the procedures for adoption of the Agreement.

(d) This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person, including but not limited to third party beneficiaries, shall have any right of action based upon any provision of this Agreement.

34. Running with Land. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A."

35. Waiver. In the event that either City or Owner 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.

36. 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.

37. Entire Agreement. This Agreement and the exhibits hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

38. Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

39. Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

IN WITNESS WHEREOF this Pre-Annexation Development Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:_____ 8-22-2018
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

OWNER:

BY: _____
Louann Bianchi

Taxpayer I.D. No. _____

ADDRESS: 151 N. Ulukoa Pl.
Lahaina, HI 96761-1969

TELEPHONE: _____
FACSIMILE: _____
E-MAIL: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION AND MAP

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: A portion of lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned) as shown an the map entitled, MAP OF THE CROCKER COLONY, recorded in Volume 5 of Official Plats, Page 6, Merced County Records, said portions being described as a whole as follows:

Commencing at the Northwest corner of said Lot 96 and running thence North 85° 48' 00" East 83.54 feet along the North line of said Lot 96 to a point on the Northeasterly line of Santa Fe Drive (a County Road) said point being the true point of beginning of this description; thence South 53° 11' 13" East, 308.33 feet along said Northeasterly line of Santa Fe Drive; thence Southeasterly along said northeasterly line of Santa Fe Drive along a 1,464.11 foot radius curve to the left, the long chord of which bears south 69° 35' 30" East 825.20 feet, through a central angle of 32° 44' 12", an arc distance of 836.54 feet, thence North 18° 36' 31" East 17.45 feet along said Northeasterly line of Santa Fe Drive to a point on the West line of State Highway 59; thence North 01° 24' 30" East 375.88 feet along the West line of State Highway 59 to the southeast corner of that certain real property described as Parcel II in deed from Crocker Land Company to Merced Water Company recorded in Volume 1483, Official Records, page 111, Merced County Records; thence North 8° 35' 30" West 100.00 feet to the Southwest corner of said Parcel II; thence North 01° 24' 30" East 180.34 feet along the West line of said Parcel II to a point on the North line of the aforesaid Lot 96; thence south 83° 48' 00" West 945.081 feet along the North line of said Lot 96 to the true point of beginning, all as delineated on map entitled, "RECORD OF SURVEY FOR J.F. COLLINS CO.", recorded in Book 13 of surveys, page 35, Merced County Records.

EXCEPTING therefrom all that portion conveyed to the County of Merced for road widening by deed recorded January 13, 1984, in volume 2407, page 718, Merced County Records.

ALSO EXCEPTING therefrom the property and property rights and reserved in deeds recorded August 4, 1961, in Volume 1539, page 504, as Instrument No. 14501, Official Records, March 3, 1971, in Volume 1881, page 555, as Instrument No. 3989, Official Records and March 3, 1972, in volume 1881, page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

APN: 057-200-067

PARCEL 2: A portion of Lot 96 and a portion of the West 40 feet of the 100 foot wide Southern Pacific Railroad-Oakdale Branch right-of-way (now abandoned), according to the map entitled, MAP OF CROCKER COLONY, filed June 7, 1911, in book 5 of Maps, page 6 Merced County Records, and more particularly described as follows:

Commencing at a point that is the Southeast corner of said Lot 96, said point also being on the Northerly line of the Santa Fe Railroad right-of-way; thence South 88° 35' 30" East, 40.00 feet; thence North 01° 24' 30" West, a distance of 697 feet, to the true point of beginning; thence north 88° 25' 30" West, a distance of 100.00 feet; thence North 01° 24' 30" East, a distance of 189.93

feet; thence South 51° 47’ 00” East, a distance of 74.78 feet; thence South 40° 05’ 55” East, a distance of 60.36 feet; thence South 01° 24’ 30” West, a distance of 100.00 feet to the true point of beginning.

EXCEPTING therefrom the property and property rights excepted and reserved in deeds recorded August 4, 1961, in Volume 1539, page 504, as Instrument No. 14501, Official Records, March 3, 1971, in Volume 1881, page 555, as Instrument No. 3989, Official Records and March 3, 1972, in Volume 1881, page 572, as Instrument No. 3991, Official Records, being all oil, gas and other hydrocarbons and all other mines and minerals found in solid, gaseous or viscid state lying below a depth of 500 feet.

APN: 057-200-029

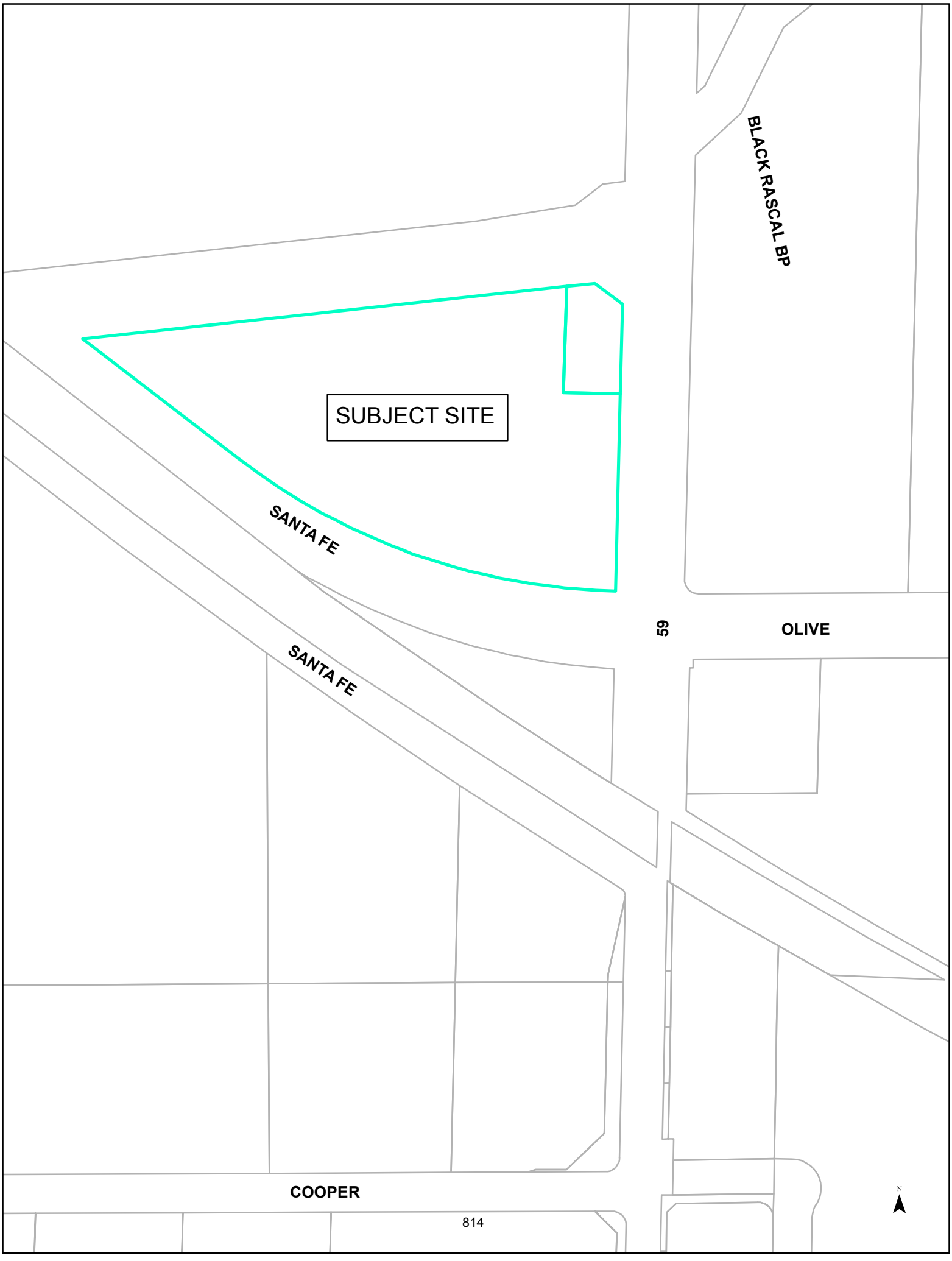

BLACK RASCAL BP
SUBJECT SITE
SANTA FE
SANTA FE
69
OLIVE
COOPER
814
N

EXHIBIT B
DEVELOPMENT APPROVALS

- Annexation/Pre-Zoning No. 15-01
- General Plan Amendment No. 15-04
- Expanded Initial Study No. 15-36 (Mitigated Negative Declaration and Mitigation Monitoring Program)

EXHIBIT C
LAND USE REGULATIONS

- Merced Vision 2030 General Plan.
- Charter of the City of Merced.
- Merced Municipal Code.
- City of Merced Design Standards.

EXHIBIT D

PUBLIC BENEFITS

1. Owner shall participate in the upgrade to the sewer treatment plant and sewer transmission lines in proportion to the growth attributable to the Project, as called for in Section 4.4.

2. Owner shall improve/upgrade/replace the following County infrastructure (roads, utilities, etc.) adjacent to and within the Project consistent with City of Merced standards, pursuant to this Agreement:

a) Construct curb, gutter, sidewalk, install street lights and street trees along the full property frontage on Santa Fe Avenue and North State Highway 59.

b) Provide fire hydrants as determined by the City of Merced Fire Department.

c) Extend water and sewer lines across the entire property frontage on Santa Fe Avenue and North Highway 59.

d) Provide storm drainage tie-in into the existing storm drainage system.

3. Owner shall underground all utilities serving the property along the property frontage, but is not responsible for undergrounding existing utilities beyond the property frontage.

4. Owner shall connect all development to the City sewer and water system and pay all applicable connection fees.

5. Owner must agree to annex into the City Community Facilities District for Services (CFD No. 2003-2) for the maintenance of street lights, storm drain facilities, landscaping in the public right-of-way, and the cost of police and fire services.

The forgoing improvements are to be jointly and severally constructed and paid for by Owner.

EXHIBIT E
REQUEST FOR NOTICE OF DEFAULT UNDER PRE-ANNEXATION DEVELOPMENT AGREEMENT

Pre-Annexation Development Agreement: Date:
Specific Plan No. , *{Name of Development}*
Planning Application No.

To: City Clerk and Director of Development Services, City of Merced

Pursuant to Section 6(b) and (c) of the above-referenced Pre-Annexation Development Agreement, request is hereby made by as Mortgagee for the property (or portion thereof) to receive copies of any Notice of Default issued by City against Owner in accordance with the terms and conditions of such Pre-Annexation Development Agreement. Copies of any such Notices should be mailed to the following address:

_____(Mortgagee)
_____(Person/Department)
_____(Address)
_____(City/State/Zip)
_____(Telephone No.)

A copy of this Notice should be filed with the project file to insure proper and timely notice is given. **Under the terms of said Pre-Annexation Development Agreement, _____ as Mortgagee is entitled to receive copies of any Notice of Default within ten (10) days of sending any such Notice to Owner. Failure to send any such Notice may have serious legal consequences for the City.**

This request is to remain in effect until revoked by _____ as Mortgagee or the Pre-Annexation Development Agreement is terminated.

The person executing this document on behalf of said Mortgagee warrants and represents that the entity he/she represents is a bonafide Mortgagee of said property and is entitled to receive copies of Notices of Default under said Pre-Annexation Development Agreement.

The undersigned declares the above information is true and correct under the penalty of perjury under the laws of the State of California.

Dated: _____, 20____.

MORTGAGEE

By:

_____
(signature)

_____
(printed name)

Its: _____
(title)

[Notary required]

This Notice is to be sent to both the City Clerk and Director of Development Services for the City of Merced at 678 West 18th Street, Merced, California 95340 or such other location as Merced City Hall may be located in the future.

EXHIBIT F

PLANNING COMMISSION RESOLUTION
INCLUDING THE MITIGATION MONITORING PROGRAM
FOR EXPANDED INITIAL STUDY #15-36

CITY OF MERCED
Planning Commission

Resolution #3095

WHEREAS, the Merced City Planning Commission at its regular meeting of June 6, 2018, held a public hearing and considered **Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04,** initiated by Louann Bianchi, and Quad LLC, property owners. This application involves annexing 8.83 acres of land at the northwest and southwest corners of North Highway 59 and Santa Fe Drive into the City of Merced; changing the General Plan designation for the northwest corner from Open Space (OS) to Thoroughfare Commercial (CT) and pre-zoning the northwest corner as Thoroughfare Commercial (C-T) for the Thoroughfare Commercial development. The General Plan designation for the southwest corner would remain Industrial (IL) and this corner would be pre-zoned Light Industrial (I-L); also known as Assessor's Parcel Numbers 057-200-029, 057-200-067, and 057-200-042; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through M of Staff Report # 18-14; and,

WHEREAS, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #15-36, and approval of Pending Annexation and Pre-zoning Applications #15-01 and General Plan Amendment #15-04, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner ALSHAMI, seconded by Commissioner MARTINEZ, and carried by the following vote:

AYES:	Commissioners Alshami, Camper, Colby, Martinez, and Chairperson Dylina
NOES:	Commissioner Padilla
ABSENT:	None, (One Vacancy)
ABSTAIN:	None

EXHIBIT F

Adopted this 6th day of June, 2018

Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval
Exhibit B – Mitigation Monitoring Program

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 NorCal Foods

Conditions of Approval
Planning Commission Resolution #3095
Pending Annexation and Pre-zoning Applications #15-01
and General Plan Amendment #15-04

1. All new construction within the annexation area (including modifications to the developed site at the southwest corner of North Highway 59 and Santa Fe Drive) shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

2. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

3. Approval of Pre-Annexation #15-01, Pre-zoning Application #15-01, and General Plan Amendment #15-04 is subject to the applicant's entering into a written (legislative action) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

4. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted

herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. The developer/applicant shall construct and operate all future projects within the annexation area in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

<u>The following conditions apply to new construction within the annexation area:</u>

6. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, public landscaping within State rights-of-way, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map or first building permit approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

<u>The following conditions apply to the future development at the northwest corner of North Highway 59 and Santa Fe Drive:</u>

7. All development shall be subject to the Mitigation Measures outlined in the Mitigation Monitoring Program for Initial Study #15-36.

8. Site Plan Review is required prior to construction on the northwest corner, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driveway further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination (Mitigation Measure TRA-1).

9. The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans (Mitigation Measure TRA-1a).

10. The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue (Mitigation Measure TRA-1b):

    - Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,
    - Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,
    - Reconstruct the existing northbound right turn lane as a "free" right turn with a median island separating eastbound and right-turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.

11. Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59 (Mitigation Measure TRA-6).

12. Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses (Mitigation Measure NOI-2):

    - Road/Railroad - Required Setback
    - Santa Fe Drive - 54 Ft.

- North Highway 59 - 89 Ft.
- BNSF Railroad - 137 F

13. At the time of construction, all required public improvements shall be installed along the property frontage. This includes, but is not limited to, sidewalk, curb, gutter, street lights, and street trees.

14. The developer shall work with Caltrans and obtain all necessary permits for all work done within the state right of way.

15. All construction shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

16. All new utilities serving the site shall be installed underground.

17. All City sewer, water, and storm drain lines serving the site shall be extended across the full frontage of the property unless it is determined by the Public Works Director that these lines are not likely to be extended to serve any other property (consistent with Merced Municipal Code Section 15.40.030).

18. All storm water shall be contained onsite and metered out to the City's storm water system in accordance with City Standards.

19. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

20. The future commercial development shall provide pedestrian and bicycle access throughout the site. Connectivity throughout the site shall be provided by pedestrian pathways. Bicycle parking shall be provided as required by the City's Zoning Ordinance.

21. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

22. All landscaping shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping. This shall include the use of xeriscape landscaping as appropriate.

23. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

24. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or parkstrips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

25. Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15 gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list). Trees shall be installed at a ratio of 1 tree for every 6 parking spaces. A reduced number of trees may be required where there are carports with solar panels over the parking spaces. However, if all the parking spaces are covered by a carport with solar panels, then additional trees may be required at the discretion of the Development Services Director. Trees within the PG&E easement shall comply with the regulations of this easement which limits the height of trees to a maximum of 15 feet at full maturity.

26. All mechanical equipment shall be screened from public view.

n:shared:planning:PC Resolutions:ANX-PREZ#15-01 & GPA#15-04 Exhibit A

Mitigation Measures Revised by City Council 9/17/2018. See Exhibit G of this Agreement.

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

EXHIBIT B

General Plan Mitigation Measures

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

Noncompliance Complaints

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

Monitoring Matrix

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

EXHIBIT B

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

EXHIBIT B

A) Aesthetics				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES-4) *Lighting should be designed to provide ambiance, safety, and security without unnecessary spillover or glare onto adjacent properties.* *The quality of light, level of light (measured in foot-candles) and the type of bulb or source should be carefully addressed. Lighting levels should not be so intense as to draw attention to the flow or glare of the project site. The lighting plan should incorporate current energy-efficient fixtures and technology.* *Glare from any site lighting should be shielded from adjacent properties and directed at a specific object or target area. Exposed bulbs shall not be used.* *Wall-mounted light fixtures shall not extend above the height of the wall to which the fixtures are mounted.* *Blinking and flashing lights used to illuminate building facades or to outline buildings shall not be used.* *When security lighting is necessary, it should be recessed, hooded and located to illuminate only the intended area. Off-site glare and light trespass is prohibited.* *Pedestrian areas, sidewalks, parking lots, and building entrances shall be adequately lit to provide safety and security.* *All exterior lighting fixtures shall be efficient in terms of design and energy use.*	Building Permits	Planning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
AES-4	AES4a - *The project shall comply with Mitigation Measure 3.1-4 required by the Mitigation and Reporting Program for the Merced Vision 2030 General Plan EIR.*	Building Permits	Planning Department	
D) Biological Resources				
BIO-1	BIO-1) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for nesting Swainson's hawks within 0.25 miles of the project site shall be done if construction commences between March 1 and September 15. If active nests are found, a qualified biologist shall determine the need (if any) for temporal restrictions on construction. The determination shall utilize criteria set forth by CDFW (CDFG 1994).*	Building Permit	Planning Department	
	BIO-1a) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for western pond turtles and their nests shall be conducted if construction commences between April 1 through October 31. This survey shall include a search for nests in uplands adjacent to the creek. If nest sites are located, a 50-foot buffer rea around the nest, a 50-foot buffer area around the nest shall be established and work shall be delayed until hatching is complete and the young have left the nest site.*	Building Permit	Planning Department	
	BIO-1b) *Pre-construction surveys by a qualified biologist or other qualified professional shall be conducted for birds protected by the Migratory Bird Treaty Act of 1918. If nesting birds are found, work in the vicinity of the nest shall be delayed until the young fledge.*	Building Permit	Engineering Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
BIO-3	BIO-3) *Avoidance of jurisdictional Waters of the U.S. is recommended, if possible. If complete avoidance of Black Rascal Creek is infeasible, impact shall be minimized to the maximum extent practicable, and permits from ACOE, CDFW, RWQCB, and possibly CVFPS shall be secured prior to the placement of any fill material (e.g., culverts, fill dirt, rock) within jurisdictional Waters of the U.S.*	Building Permit	Planning/ Engineering Department	
CUL-1	CUL-1) *In the event that buried historic or archaeological resources are discovered during construction, operations shall stop within 50 feet of the find and a qualified archaeologist shall be consulted to evaluate the resource in accordance with CEQA Guidelines 15064.5. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the resource does not qualify as a significant resource, then no further protection or study is necessary. If the resource does qualify as a significant resource then the impacts shall be avoided by project activities. If the resource cannot be avoided, adverse impacts to the resource shall be addressed. The archaeologist shall make recommendations concerning appropriate mitigation measures that shall be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.*	Grading	Inspection Services/ Panning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-3	CUL-3) *In the event that fossils or fossil-bearing deposits are discovered during construction activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. The project contractor shall notify a qualified paleontologist to examine the discovery. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the Applicant determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Merced for review and approval prior to implementation, and the Applicant shall adhere to the recommendations in the plan.*	Grading	Inspection Services/ Panning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
CUL-4	CUL-4) *Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Sections 5097.94 and 5097.98 must be followed. If during the course of project development there is accidental discovery or recognition of any human remains, the following steps shall be taken:* *1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted and determines if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.* *2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:*	Grading	Inspection Services/ Panning Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	• *The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.* • *The descendant identified fails to make a recommendation.* • *The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.* *Additionally, California Public Resources Code Section 15064.5 requires the following with regards to Native American Remains:* *When an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code Section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC.*	Grading	Inspection Services/ Panning Department	
GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities. (continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-1	*In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*			
HYD-1	*HYD-1b Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 Prior to construction, the Site Plan Review Committee shall review the site design and determine which alternative at the western driveway is best to reduce the expected impacts. The alternatives may include those alternatives included in the traffic analysis or another alternative such as moving the driving further to the west. The developer shall provide any additional documentation or studies needed for the Site Plan Review Committee to make this determination.*	*Site Plan Review*	*Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.			

EXHIBIT B

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue:* • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	
TRA-6	*TRA-6 Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

EXHIBIT B

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion.*

_____ _____
Environmental Coordinator Date

EXHIBIT B

EXHIBIT G

MITIGATION MEASURES ADOPTED BY CITY COUNCIL

ENVIRONMENTAL REVIEW #15-36
Mitigation Monitoring Program
Revised August 22, 2018

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #15-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Annexation and Pre-zone Application #15-01 and General Plan Amendment #15-04 The columns within the tables are defined as follows:

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Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Annexation and Pre-Zone Application #15-01 and General Plan Amendment #15-04
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

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GEO-2	*GEO-2) Prior to the approval of a tentative subdivision map or building permit, the City shall review plans for drainage and storm water run-off control systems and their component facilities to ensure that these systems are non-erosive in design.*	Tentative Map Building Permit	Engineering Department	

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GEO-2	*GEO-2a) Upon completion of phased construction, subsequent phases shall re-vegetate all exposed soil surfaces within 30 days, or as otherwise approved by the City, to minimize potential topsoil erosion. Reasonable alternatives to re-vegetation may be employed, especially during peak high temperature periods or to avoid negative impacts to nearby agricultural activities, subject to the approval of the City.*	*Building Permit*	*Inspection Services*	
GEO-4	*GEO-4 A geotechnical study shall be provided prior to the issuance of a building or grading permit for this site. All recommendations for addressing expansive soils and site grading shall be implemented as well as any other recommendations determined relevant by the Chief Building Official or City Engineer.*	*Building Permit*	*Inspection Services/ Engineering*	
HAZ-5	*HAZ-5 Prior to the issuance of any subsequent land use entitlement for construction of a building or the issuance of a building permit, the developer shall demonstrate compliance with the requirements of the Merced County Airport Land Use Compatibility Plan (ALUCP). If compliance is not feasible, the development plan shall be modified to make compliance possible.*	*Site Plan Review/Building Permit*	*Planning Department*	
HYD-1	*HYD 1a Prior to the issuance of grading permits, the applicant shall file a "Notice of Intent" with and obtain a facility identification number from the State Water Resources Control Board. The project shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMP's) to prevent stormwater pollution during construction activities.* *(continued on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:* • *Comply with the requirements of the State of California's most current Construction Stormwater Permit.* • *Temporary erosion control measures shall be implemented on all disturbed areas.* • *Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season.* • *Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs.* • *The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains.* • *BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure.* *(continues on next page)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
HYD-1	*In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.*			
HYD-1	*HYD-1b Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
HYD-5	*HYD-5 Prior to the issuance of a building permit for this project, the applicant shall demonstrate to the City that proposed storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City's Storm Drainage Master Plan and the Post Construction Standards for the City's Phase II MS4 permit.*	*Grading Permit*	*Inspection Services/ Engineering*	
HYD-8	*HYD-8 Development of the site is required to provide fill dirt to raise the elevation of the site and achieve protection from flooding. The fill must be elevated above the computed 200-year flood elevation and freeboard is highly recommended by DWR (note: freeboard is the difference between the fill elevation and the computed flood elevation).* *A freeboard of 1-foot or greater will help to account for the inherent uncertainty in estimating peak flood discharges and the computed flood elevations. A Summary of the proposed fill elevations is provided in the Table below. The required fill elevation ranges from 168.4 to 167.7 ft. (NAVD88 vertical datum)*	*Grading Permit*	*Inspection Services/ Engineering*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
NOI-1	*NOI-1 The construction contractor shall limit all noise-producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.*	*Grading Permit*	*Inspection Services/ Engineering*	
NOI-1	*NOI-2 Any outdoor dining areas or other outdoor uses shall have the following setbacks to maintain an acceptable noise level of 70 dB for outdoor uses:* *Road/Railroad — Required Setback* *Santa Fe Drive — 54 Ft.* *North Highway 59 — 89 Ft.* *BNSF Railroad — 137 Ft.*	*Building Permit*	*Inspection Services/ Planning*	
TRA-1	*TRA-1 The following improvements shall be incorporated into the development of the northwest corner of North Highway 59 and Santa Fe Drive. These improvements are the sole responsibility of the property owner/developer.* *1. Restripe Santa Fe Drive to create a two-way left-turn (TWLT) lane east of the western access. This will improve the Level of Service by accommodating two-step left turns,* *2. Modify the layout of the access to Santa Fe Drive to either prohibit outbound right turns from the eastern driveway or provide a continuous auxiliary acceleration-deceleration lane between the driveways. These measures will address the horizontal curve on the alignment of Santa Fe Drive as it relates to the western driveway.*	*Building Permit*	*Engineering/ Planning*	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
TRA-1	*A traffic signal may be required at the western-most driveway. Traffic conditions at the western access shall be monitored and a traffic signal shall be installed if determined to be needed by the City Engineer based on warrants associated with preventable accidents. The cost of the traffic signal shall be the responsibility of the owner/developer.*	*Building Permit*	*Engineering/ Planning*	
	TRA-1a The southbound left-turn lane on SR 59 shall be lengthened as determined by the City Engineer and approved by Caltrans.	*Building Permit*	*Engineering/ Planning*	
	TRA-1b The development shall contribute its fair share to the cost of improvements for the intersection of SR 59 and Olive Avenue: • *Reconstruct westbound Olive Avenue to provide dual left turn lanes on southbound SR 59; and,* • *Reconfigure the westbound right turn lane to create a combination through and right turn lane, and extend that through lane across SR 59 along the project's frontage; and,* • *Reconstruct the existing northbound right turn lane as a "free" right turn with median island separating eastbound and right turning traffic. Reconstruct the eastbound Santa Fe Drive approach to provide dual left turn lanes.*	*Building Permit*	*Planning*	

TRA-6	*TRA-6*	*Prior to the issuance of a building permit, the developer shall work with the Merced County Transit Authority (aka: The Bus) to determine if a bus stop is needed at this location. If a bus stop is required, the stop shall be in an area to allow the bus to move completely out of the travel lanes. The location of all bus stops shall be subject to approval by the City Engineer and Caltrans if along SR 59.*	*Building Permit*	*Planning*	

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion.*

_____ _____
Environmental Coordinator Date

ADMINISTRATIVE REPORT

Agenda Item K.3. Meeting Date: 9/17/2018

Report Prepared by: Julie Nelson, Associate Planner, Planning Department

SUBJECT: Public Hearing - General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42 to Relocate a Park Site and Single-Family Residential Land within Bellevue Ranch West

REPORT IN BRIEF

Considers a proposal to relocate a park site and single-family residential land within Bellevue Ranch West.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2018-59**, a Resolution of the City Council of the City of Merced, California, approving Environmental Review #18-44 (CEQA Section 15162 Findings) for General Plan Amendment #18-01 to amend the land use designation from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for approximately 5.88 acres of land generally located at the southwest corner of M Street and Arrow Wood Drive (extended) and amend the land use designation from Low-Medium Density Residential (LMD) to Open Space/Park(OS) for approximately 5.0 acres of land generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended); and,

B. Introducing **Ordinance 2493**, an Ordinance of the City Council of the City of Merced, California, approving Site Utilization Plan Revision #13 to Planned Development (P-D) #42 changing the land use designation from Park to Single-Family Residential for approximately 5.88 acres of land generally located at the southwest corner of M Street and Arrow Wood Drive (extended) and changing the Land Use designation from Single-Family Residential to Park for approximately 5.0 acres of land generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended); and,

C. Authorizing the City Manager or Assistant City Manager to execute the Legislative Action Agreement.

ALTERNATIVES

1. Approve the request as recommended by the Planning Commission and staff; or,
2. Approve subject to modifications as conditioned by the City Council; or,
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or,

5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Title 19 of the Merced Municipal Code outlines environmental review procedures and California government Code Section 65358 (a) grants authority to amend all or part of an adopted General Plan. The legislative body may amend the zoning pursuant to California Government Code Section 65583.

DISCUSSION

Project Description

This application involves two project sites located within the Bellevue Ranch Master Development Plan (BRMDP) area - 1) the southwest corner of M Street and Arrow Wood Drive (extended); and 2) the southeast corner of Freemark Drive (extended) and the future Catherine A. Hostetler Boulevard (Attachment 1). Site #1 (Lot A) is currently designated as Open Space/Park (OS) on the General Plan Land Use Map and Site #2 is currently designated as Low-Medium Density Residential (LMD). The property owner is requesting to swap the land use designations for the properties. That is, the land use designation for Lot A would be changed to Low-Medium Density Residential (LMD) and the designation for Site #2 would be changed to Open Space/Park (OS) (Attachment 2). The same changes are proposed for the Site Utilization Plan (SUP) for Planned Development (P-D) #42 which would change the designation for Site #1 (Lot A) from Park to Single Family Residential and the designation for Site #2 would be changed from Single Family Residential to Park (Attachment 3). Site #1 (Lot A) is approximately 5.88 acres and Site #2 is approximately 5.0 acres. The new location for the park would place it adjacent to the designated school site (Attachment 2) instead of across the street from the school site.

The change in the land use would allow the subdivision of Lot A into 43 single-family lots (see Vesting Tentative Map #1307 at Attachment 4). This subdivision would be adjacent to Village 12 within Bellevue Ranch West which is currently under construction. The City Council has approved four Final Maps for this Village and will be reviewing three more Final Maps in the near future (refer to Attachment 5). The Planning Commission approved Vesting Tentative Map #1307 subject to the approval of this General Plan Amendment and Site Utilization Plan Revision.

The proposed land use change would also allow the park to be adjacent to the school site on the north side of Arrow Wood Drive (extended) (Attachment 2). The property owner is currently in discussions with the Merced City School District on the purchase of the property directly adjacent to Site #2 which is proposed to be the park site. Having the park site adjacent to the school is in keeping with the following General Plan Implementing Actions:

3.1.d - Continue to encourage joint use agreements between the City and local school districts to combine the design and use of park and school facilities when feasible.

3.1.e - Use the City's Park Dedication Ordinance to develop the City's park system.
b) Parks should be located adjacent to schools as much as feasible.

Background

The Bellevue Ranch Master Development Plan (BRMDP) was approved by the City Council in 1995. The BRMDP provided a vision and standards for the development of a 1,385-acre area that would include commercial, transit, and low and high density residential uses (Attachment 7). In 1996, Tentative Subdivision Map (TSM) #1213 (Attachment 8) was approved, subdividing approximately 801 acres within the Bellevue Ranch MDP area into 2,063 individual parcels (including the project sites). Subsequently, Final Subdivision Maps were recorded for all of the lots east of M Street (Bellevue Ranch East) and a portion of the lots west of M Street (Bellevue Ranch West). However, in 2006, the Tentative Map expired, requiring a new map to be approved for any area that had not obtained Final Map approval.

Existing Development in Bellevue Ranch: There are approximately 1,016 single family lots in Bellevue Ranch East and approximately 469 single-family lots currently in Bellevue Ranch West, with another 242 approved with Village 12 in 2016. Of the existing lots in Bellevue Ranch East and West, approximately 932 lots (roughly 54%) have houses on them or are currently under construction.

As mentioned above, in 2016, the Planning Commission approved Village 12 in Bellevue Ranch West (Attachment 5). Lot A as shown on the map for Village 12 was dedicated to the City as a Park with the recordation of the Final Map for Bellevue Ranch West, Village 12, Phase 1.

Off-Site Infrastructure: The BRMDP includes a Minor Phasing Plan that lists off-site infrastructure such as bridges, roads, and traffic signals to be installed with different phases. Lot A is located within Minor Phase 12 (commonly referred to as “Village 12”). Site #2 is located within Minor Phase 17 (Village 17). The BRMDP requires certain improvements to be done with each phase of development. The minor phasing plan (referred to as Table 6.1, Attachment 9) adopted as part of the BRMDP area calls for infrastructure to be installed in sequential order of the phases of development. The infrastructure required with the previous phases of development has been installed. Staff is currently working with the owner/developer on the construction of the remaining infrastructure. It is likely that changes to Table 6.1 will be brought before the Council for approval in the future.

Traffic/Circulation

Lot A (Site #1) is located at the southwest corner of M Street and Arrow Wood Drive. The internal streets proposed with the subdivision of Lot A would be accessed from the local roads constructed as part of the Village 12 subdivision. The subdivision of Lot A would include extending and connecting roads that were previously approved with Village 12.

Site #2, the proposed Park site, would have access from the future Catherine A Hostetler Boulevard and Freemark Avenue. When Village 17 is subdivided and developed, a local road would front the park on the southwest side of the site. The roadway improvements for the park would be installed by the developer as part of the improvements for Bellevue Ranch West, Village 17 (Attachment 6).

Public Improvements/City Services

Lot A Subdivision: Development of Lot A (as proposed with Vesting Tentative Subdivision Map #1307) would include the installation of all internal streets, sidewalks, utilities, etc. The construction of Arrow Wood and M Street were required with the approval of Village 12. Additionally, all other

infrastructure required by the BRMDP was required as part of the development of Village 12. Therefore, Lot A has no additional requirements other than to pay a fee toward the cost of the Fahrens Creek bridge on Bellevue Road unless another financing mechanism is in place prior to building permits being issued for this subdivision (refer to Condition #13 of Planning Commission Resolution #3099 for VTSM #1307 at Attachment 12).

Park Site: As mentioned above, the street improvements for the park would be installed with the development of Village 17. The City is in discussions with the owner/developer regarding other park improvements.

Bellevue Bridge at Fahrens Creek: Staff has determined that each remaining development within the Bellevue Ranch area south of Bellevue Road has a financial obligation towards the construction of the Bellevue Road Bridge over Fahrens Creek. This improvement is planned to be installed with Village 21, the commercial property on the south side of Bellevue Road. Staff determined the fair-share fee is $861.00 per dwelling unit. However, staff is currently working with the developer to develop an alternate plan to fund the bridge and other large infrastructure items. If an alternate plan is developed and approved by the City Council, this per lot fee would no longer be required (Condition #13 of Planning Commission Resolution #3099 for VTSM #1307 at Attachment 12).

Park/School

The developer is currently working with the Merced City School District on the acquisition of the designated school site on the north side of Arrow Wood Drive at M Street (attachment 6). The relocation of the park site from the south side of Arrow Wood Drive to north of Arrow Wood Drive, adjacent to the school would achieve the policies and implementing actions previously described. Ideally, the City prefers to have parks and schools adjacent to each other. Although the proposed park site is approximately somewhat smaller than the existing park site, being able to have a joint use facility with the school would help make up that difference. Additionally, the better location adjacent to the school helps to offset the slight difference in size.

Neighborhood Impact/Interface

Public hearing notices were sent out to all property owners within 300 feet of both sites. As of the writing of this report, staff had one phone call inquiring about the development, but no opposition to the development has been voiced.

Environmental Clearance

The Planning staff has conducted an environmental review of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and concluded that Environmental Review #16-02 is a second tier environmental document, based upon the City's determination that the proposed development remains consistent with the current General Plan and provisions of CEQA Guidelines, Section 15162 [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)]. A copy of the Section 15162 Findings can be found at Attachment 10.

Planning Commission Action

The Planning Commission held a duly noticed public hearing on this matter on August 8, 2018. At the meeting, the project proponent spoke in favor of the project and no one spoke in opposition. The Planning Commission voted 6 ayes, 0 noes, and 1 abstention to recommend approval of Environmental Review #18-44, General Plan Amendment #18-01, and Site Utilization Plan Revision #13 to Planned Development (P-D) #42. At this same meeting, the Planning Commission approved Vesting Tentative Subdivision Map #1307 for Lot A, subject to approval of the General Plan Amendment and Site Utilization Plan Revision by City Council. The Planning Commission Resolutions approving these items are found at Attachments 11 and 12. The Planning Commission Staff Report is available at Attachment 13 and a minutes excerpt from the Planning Commission meeting is available at Attachment 14.

City Council Action

The Planning Commission and Planning Staff recommend approval of Environmental Review #18-44, General Plan Amendment #18-01, and Site Utilization Plan Revision #13 to Planned Development (P -D) #42. In order for the Council to approve these items, a motion should be made to adopt the Resolution at Attachment 15, introduce the Ordinance at Attachment 16, and authorize the City Manager or Assistant City Manager to execute the Legislative Action Agreements (one for each property owner) at Attachments 17 and 18.

IMPACT ON CITY RESOURCES

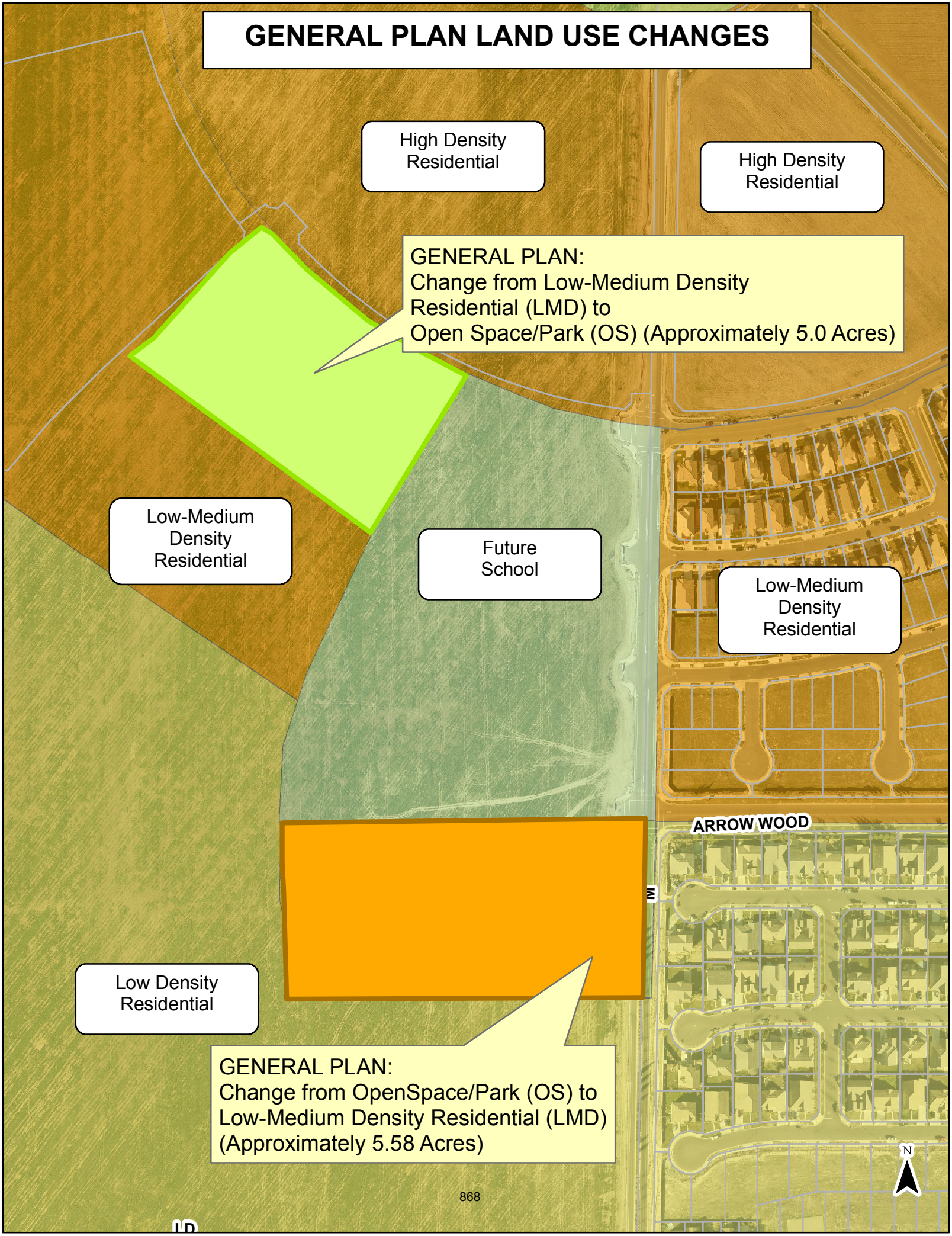
The Bellevue Ranch West area is currently annexed to the City's Community Facilities District (CFD) for Services. Once building permits are issued for construction of homes and other development within this area, the City would begin collecting funds to cover the costs of Police and Fire protection, landscape maintenance, storm drain maintenance, and the costs for street lights.

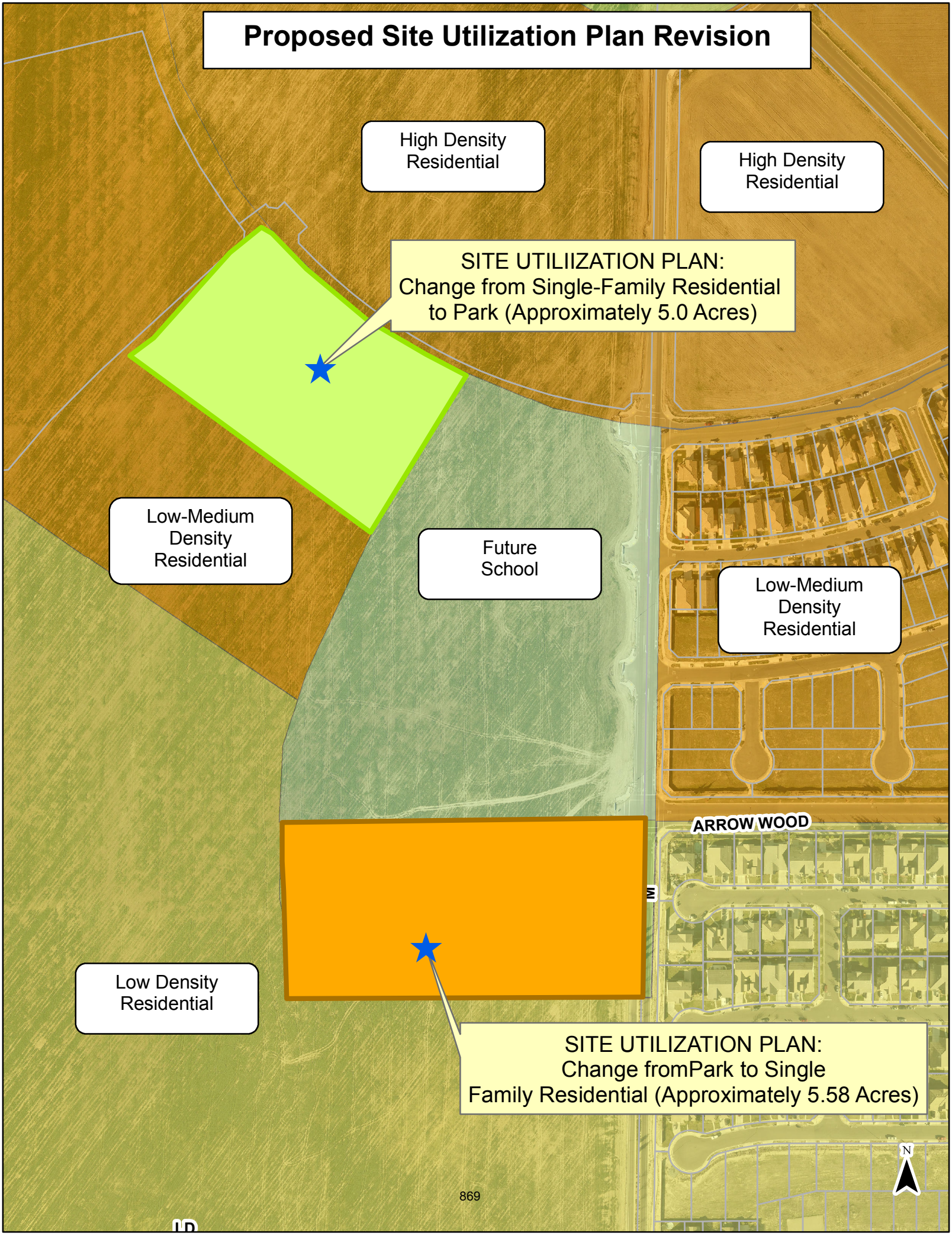
ATTACHMENTS

1. Location Map
2. Proposed General Plan Land Use Designations
3. Proposed Changes to Site Utilization Plan
4. VTSM #1307 - Lot A
5. TSM for BRW V 12
6. Location Map for Village 17 and Future School Site
7. BRMDP Area
8. TSM #1213 for BR
9. Table 6.1 of BRMDP
10. CEQA Section 15162 Findings
11. Planning Commission Resolution #3098 for GPA #18-01 and SUP Revision
12. Planning Commission Resolution #3099 for VTSM #1307
13. Planning Commission Staff Report
14. Planning Commission Minutes Excerpt
15. Draft City Council Resolution Approving GPA #18-01
16. Draft Ordinance Approving SUP Revision #13 to P-D #42

17. Legislative Action Agreement - Baxter Ranches, LLC
18. Legislative Action Agreement - Stonefield Home, Inc.


BELLEVUE
VACANT COMMERCIAL
VACANT COMMERCIAL
M
BARC
VACANT MULTI-FAMILY RESIDENTIAL
G
COUNTY
BANCROFT
Proposed New Park Site
ARROW WOOD
Lot A - Proposed Subdivision
SINGLE FAMILY RESIDNETIAL
MERRILL
M
CARDELLA
SINGLE FAMILY RESIDNETIAL
MERCED COLLEGE
City Limit
LEHIGH
N


GENERAL PLAN LAND USE CHANGES
High Density Residential
High Density Residential
GENERAL PLAN:
Change from Low-Medium Density Residential (LMD) to
Open Space/Park (OS) (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
GENERAL PLAN:
Change from OpenSpace/Park (OS) to
Low-Medium Density Residential (LMD)
(Approximately 5.58 Acres)
N

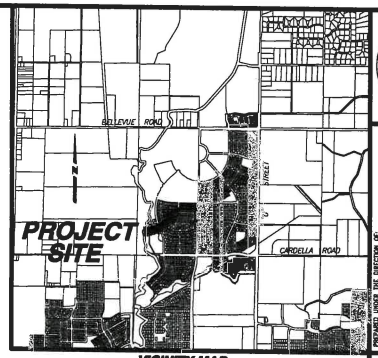

Proposed Site Utilization Plan Revision
High Density Residential
High Density Residential
SITE UTILIIZATION PLAN:
Change from Single-Family Residential to Park (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
SITE UTILIZATION PLAN:
Change fromPark to Single Family Residential (Approximately 5.58 Acres)
N

VESTING TENTATIVE SUBDIVISION MAP FOR:

BELLEVUE RANCH WEST
LOT 'A' OF VILLAGE 12
MERCED, CALIFORNIA

BEING SUBDIVISION OF A PORTION OF SECTION 6, T.7S., R.14E., M.D.M., ALSO BEING A PORTION OF LOTS 2, 3 AND THE DESIGNATED REMAINDER AS SHOWN IN BOOK 95 OF PARCEL MAPS, AT PAGE 50, MERCED COUNTY RECORDS





VICINITY MAP
NTS

SHEET INDEX

1. COVER SHEET
2. LOT DIMENSION PLAN
3. GRADING PLAN & DETAILS
4. COMPOSITE UTILITY PLAN

OWNER & SUBDIVIDER

BAXTER RANCHES LLC.
923 E. PACHECO BLVD. SUITE C
LOS BANOS, CA 93635-4327

STATEMENT OF SUBDIVIDER

1 ASSESSORS PARCEL NO: 224-030-018
2 EXISTING ZONING: P-D
3 EROSION CONTROL PER CITY OF MERCED ORDINANCES AND STANDARDS.
4 FRONT YARD DEPTHS AND BUILDING LINES PER CITY OF MERCED ORDINANCES AND STANDARDS.
5 WATER SUPPLY: BY CITY OF MERCED.
6 SEWAGE DISPOSAL: BY CITY OF MERCED.
7 STORM DRAINAGE: BY CITY OF MERCED.
8 TREE TYPE AND LOCATION SHALL BE DETERMINED BY CITY OF MERCED.
9 ALL IMPROVEMENTS AND PUBLIC FACILITIES WILL BE INSTALLED OR CONSTRUCTED AT THE TIME OF DEVELOPMENT.

NOTES:

1 STREET IMPROVEMENTS SHALL BE INSTALLED PER CITY OF MERCED STANDARD SPECIFICATIONS.
2 ALL EXISTING WELLS AND SEPTIC TANKS SHALL BE DESTROYED PER COUNTY HEALTH DEPT. STANDARDS.
3 THE SITE IS BASICALLY FLAT WITH SOME MOUNDING.
4 PORTION OF PROPERTY SUBJECT TO SPECIAL FLOOD HAZARD AREAS AS INDICATED BY FLOOD INSURANCE RATE MAP PANEL NUMBER 06047C0426G.
5 TOTAL AREA OF THIS SUBDIVISION IS 6.4 ACRES± CONTAINING 43 RESIDENTIAL LOTS.
6 THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE MULTIPLE SUBDIVISION MAPS AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1.

LEGEND

	EXISTING	PROPOSED
WATER VALVE		
FIRE HYDRANT		
DRAIN INLET		
STANDARD MANHOLE		
WATER LINE	8"W	8"W
SANITARY SEWER	8"S	8"S
STORM DRAIN	18"SD	18"SD
TYPICAL STREET LIGHT		
DIRECTION OF FLOW	003	003
TOP OF CURB ELEVATION	68.14 TC-E	68.14 TC
GROUND CONTOURS	176.2	N/A
CURB, GUTTER AND SIDEWALK		
TYPICAL RETURN WITH HANDICAP RAMP		

REGISTERED PROFESSIONAL ENGINEER SERGIO CARRERA No. C67589 CIVIL STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:

NO	DESCRIPTIONS	REVISIONS DATE	APPROVED

DATE:

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
507 J STREET • LOS BANOS, CALIFORNIA • 93635
(209) 737-0600 FAX:(209) 548-8306

COVER SHEET

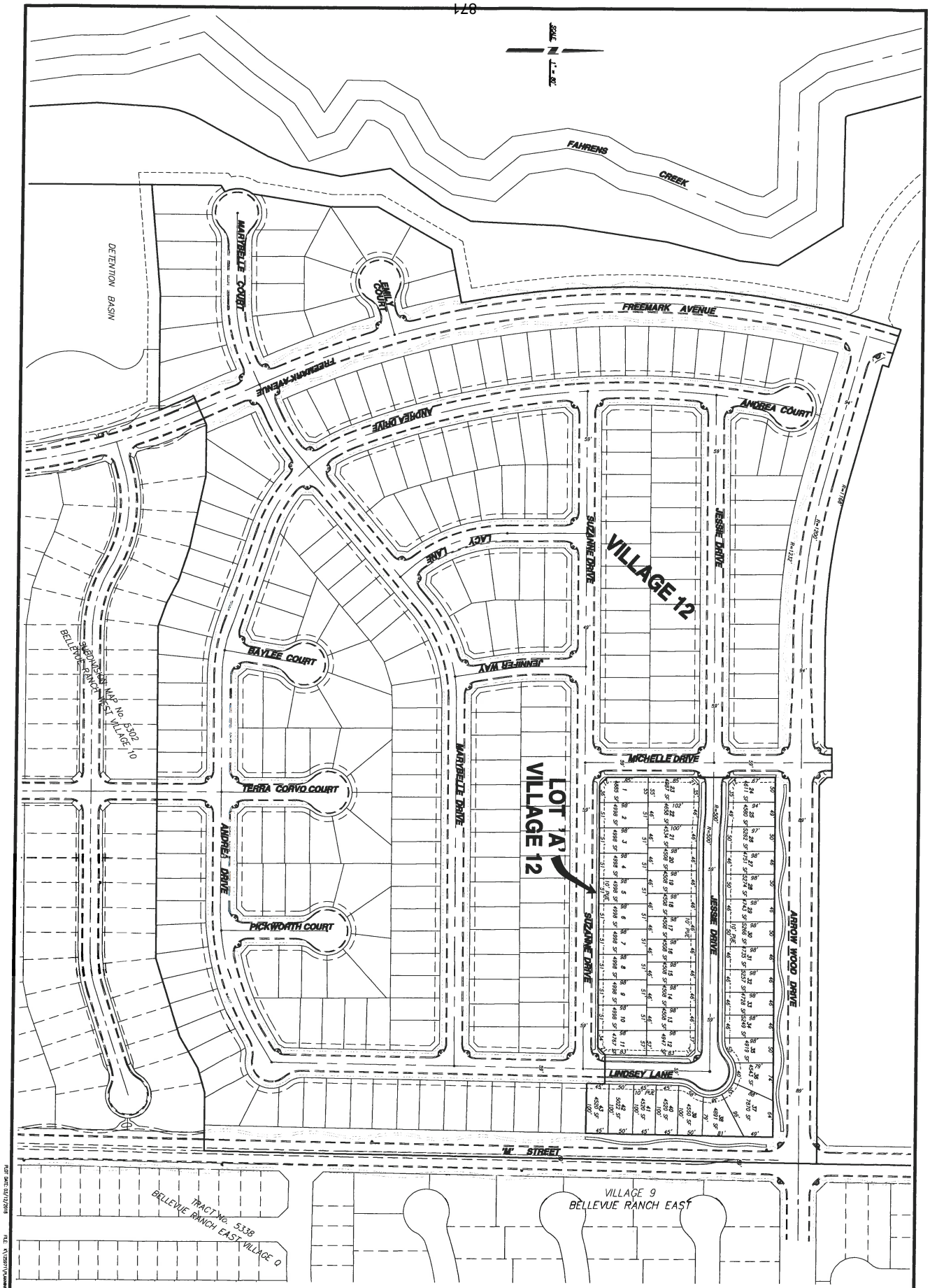
VESTING TENTATIVE SUBDIVISION MAP
BELLEVUE RANCH WEST
LOT 'A' OF VILLAGE 12
MERCED, CALIFORNIA

JOB NO.	125971
DATE	3-16-18
DR BY	DH
CK BY	RM
SCALE	AS SHOWN

SHEET NUMBER 1 OF 4 SHEETS

PLOT DATE: 03/19/2018 07:48 FILE: K:\125971\PLANNING\TSM-V12-LOT A

870



PLOT DATE: 3/21/2018
FILE: K:\12321\DWG\MAPS\TSM-VILLAGE 12.DWG

SHEET NUMBER 2 OF 4 SHEETS

JOB NO. 12321
DATE 1-16-18
DESIGN BY DH
DRAWN BY DH
CHK BY RM
SCALE AS SHOWN

LOT DIMENSION PLAN

VESTING TENTATIVE SUBDIVISION MAP
BELLEVUE RANCH WEST
LOT 'A' OF VILLAGE 12
MERCED, CALIFORNIA

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
507 J STREET • LOS BANOS, CALIFORNIA • 93635
(209) 737-0900 FAX:(209) 549-9305

PREPARED UNDER THE DIRECTION OF:
DATE:

REVISIONS			
NO	DESCRIPTIONS	DATE	APPROVED

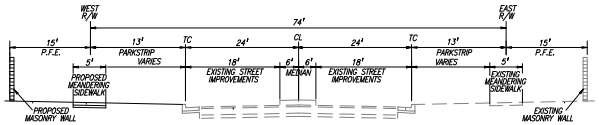
REGISTERED PROFESSIONAL ENGINEER * STATE OF CALIFORNIA * No. C67569 * CIVIL * MARSHALL D. MACKLER

VESTING TENTATIVE SUBDIVISION MAP FOR:

BELLEVUE RANCH WEST VILLAGE 12

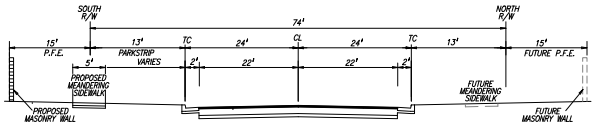
MERCED, CALIFORNIA

BEING SUBDIVISION OF A PORTION OF LOTS 2 AND 3 AND A PORTION OF THE DESIGNATED REMAINER AS SHOWN ON THE MAP FILED IN BOOK 95 OF PARCEL MAPS, AT PAGE 50, MERCED COUNTY RECORDS



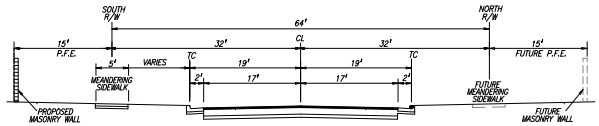
'M' STREET

NTS



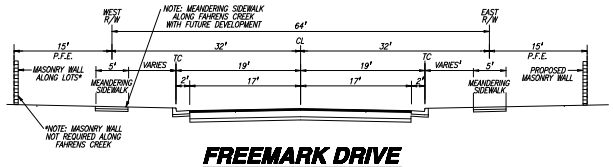
ARROW WOOD DRIVE (EAST)

NTS



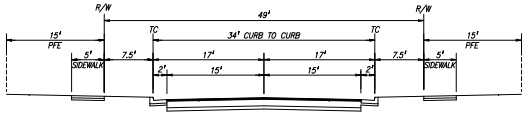
ARROW WOOD DRIVE (WEST)

NTS



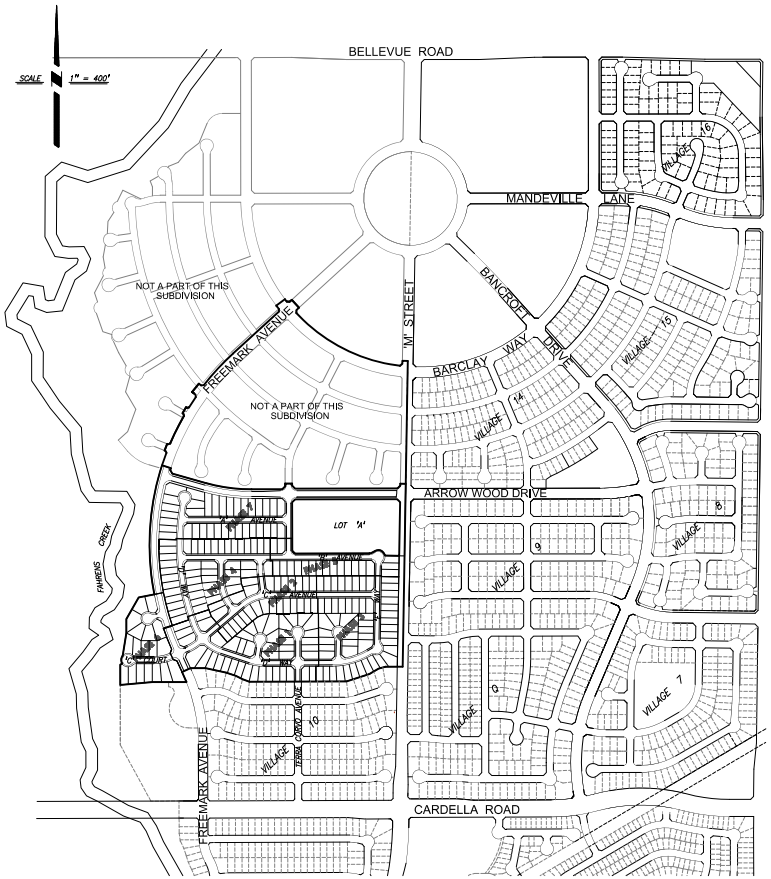
FREEMARK DRIVE

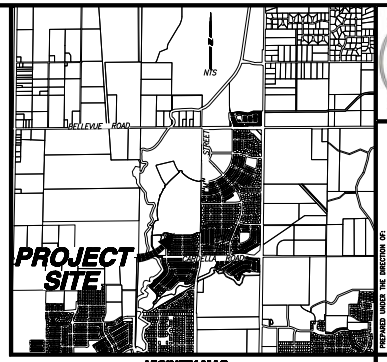
NTS



LOCAL STREET

NTS





VICINITY MAP

NTS

REVISIONS

NO	DESCRIPTIONS	DATE	APPROVED

DATE:

OWNER & SUBDIVIDER

BAXTER RANCHES LLC
923 E. PACHECO BLVD. # C.
LOS BANOS, CA 93635-4327

STATEMENT OF SUBDIVIDER

1 ASSESSORS PARCEL NO: 224-030-018
2 EXISTING ZONING: P-D
3 EROSION CONTROL PER CITY OF MERCED ORDINANCES AND STANDARDS.
4 FRONT YARD DEPTHS AND BUILDING LINES PER CITY OF MERCED ORDINANCES AND STANDARDS.
5 WATER SUPPLY: BY CITY OF MERCED.
6 SEWAGE DISPOSAL: BY CITY OF MERCED.
7 STORM DRAINAGE: BY CITY OF MERCED.
8 TREE TYPE AND LOCATION SHALL BE DETERMINED BY CITY OF MERCED.
9 ALL IMPROVEMENTS AND PUBLIC FACILITIES WILL BE INSTALLED OR CONSTRUCTED AT THE TIME OF DEVELOPMENT.

NOTES:

1 STREET IMPROVEMENTS SHALL BE INSTALLED PER CITY OF MERCED STANDARD SPECIFICATIONS.
2 ALL EXISTING WELLS AND SEPTIC TANKS SHALL BE DESTROYED PER COUNTY HEALTH DEPT. STANDARDS
3 THE SITE IS BASICALLY FLAT WITH SOME MOUNDING.
4 PORTION OF PROPERTY SUBJECT TO SPECIAL FLOOD HAZARD AREAS AS INDICATED BY FLOOD INSURANCE RATE MAP PANEL NUMBER 06047C0426G.
5 TOTAL AREA OF THIS SUBDIVISION IS 90.03 ACRES± CONTAINING 242 RESIDENTIAL LOTS.
6 LOT 'A' SHALL BE DEDICATED AS A PARK.
7 THE SUBDIVIDER HERBY RESERVES THE RIGHT TO FILE MULTIPLE SUBDIVISION MAPS AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1.

LEGEND

	EXISTING	PROPOSED	TO BE REMOVED
WATER VALVE			N/A
FIRE HYDRANT			N/A
BLOWOFF VALVE			N/A
DRAIN INLET			N/A
STANDARD MANHOLE			N/A
WATER LINE	8"W	8"W	N/A
SANITARY SEWER	8"S	8"S	N/A
STORM DRAIN	18"SD	18"SD	N/A
TYPICAL STREET LIGHT			N/A
STANDARD DRIVEWAY			N/A
DIRECTION OF FLOW	N/A	.002	N/A
TOP OF CURB ELEVATION	\68.34	\68.34	N/A
ORIGINAL GROUND		N/A	N/A
CURB, GUTTER AND SIDEWALK			
TYPICAL RETURN WITH HANDICAP RAMP			

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
807 J STREET, LOS BANOS, CALIFORNIA 93635
(209) 827-0300 FAX(209) 946-8836

COVER SHEET

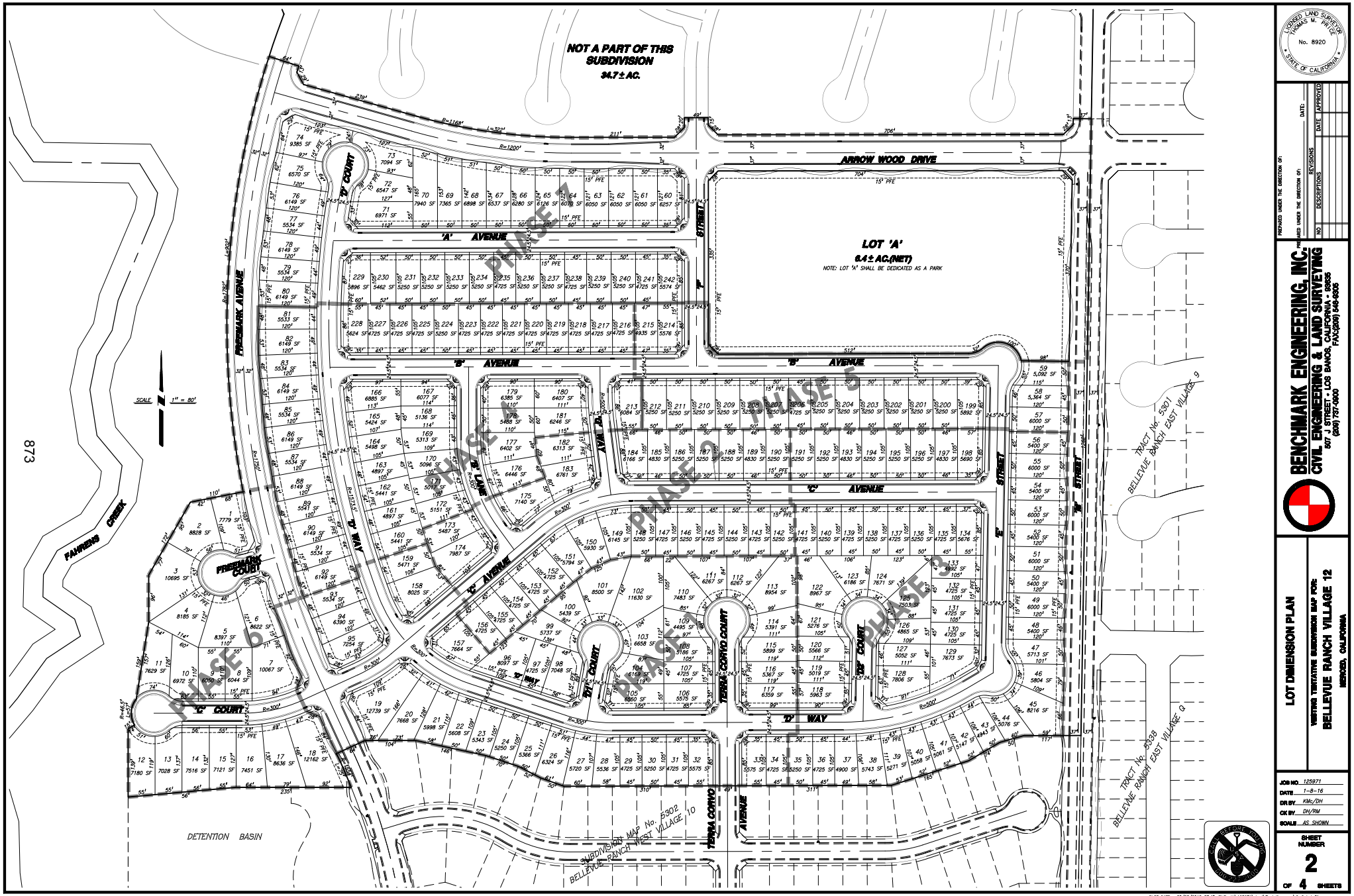
VESTING TENTATIVE SUBDIVISION MAP FOR:
BELLEVUE RANCH VILLAGE 12
MERCED, CALIFORNIA

JOB NO. 125971
DATE 1-8-16
DR BY KMc/DH
CK BY DH/RM
SCALE AS SHOWN

SHEET NUMBER 1 OF 4 SHEETS

PLOT DATE: 08/25/2015 07:48 FILE: K:\125971\dwgt\Tentative map\C-1 Cover Sheet

872



I, LICENSED LAND SURVEYOR THOMAS M. PRICE, No. 8920, STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF: _____ DATE: _____

NO	DESCRIPTIONS	REVISIONS	DATE	APPROVED

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
507 J STREET, LOS BANOS, CALIFORNIA 93635
(209) 827-0000 FAX:(209) 649-0308

LOT DIMENSION PLAN

VESTING TENTATIVE SUBDIVISION MAP FOR:

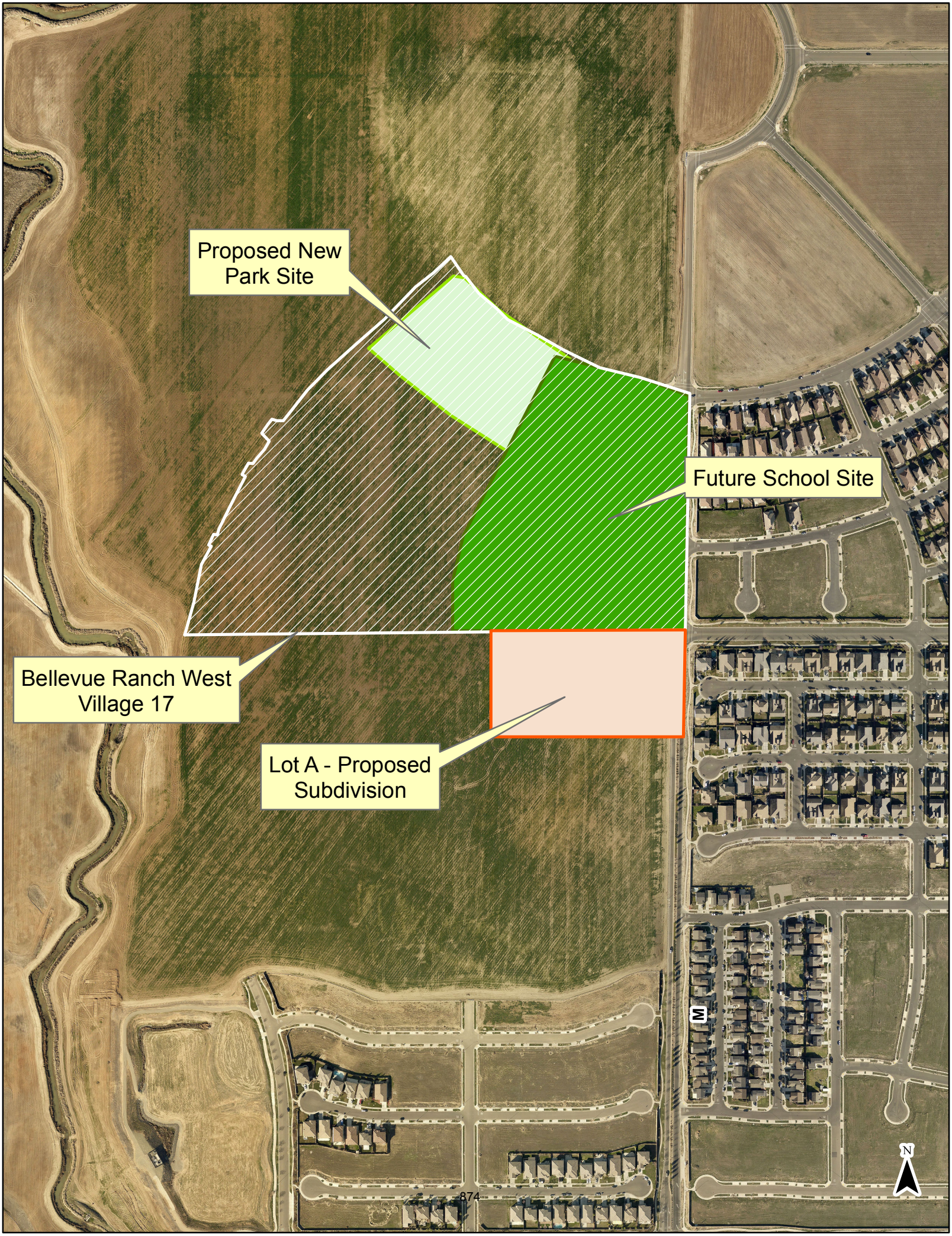
BELLEVUE RANCH VILLAGE 12

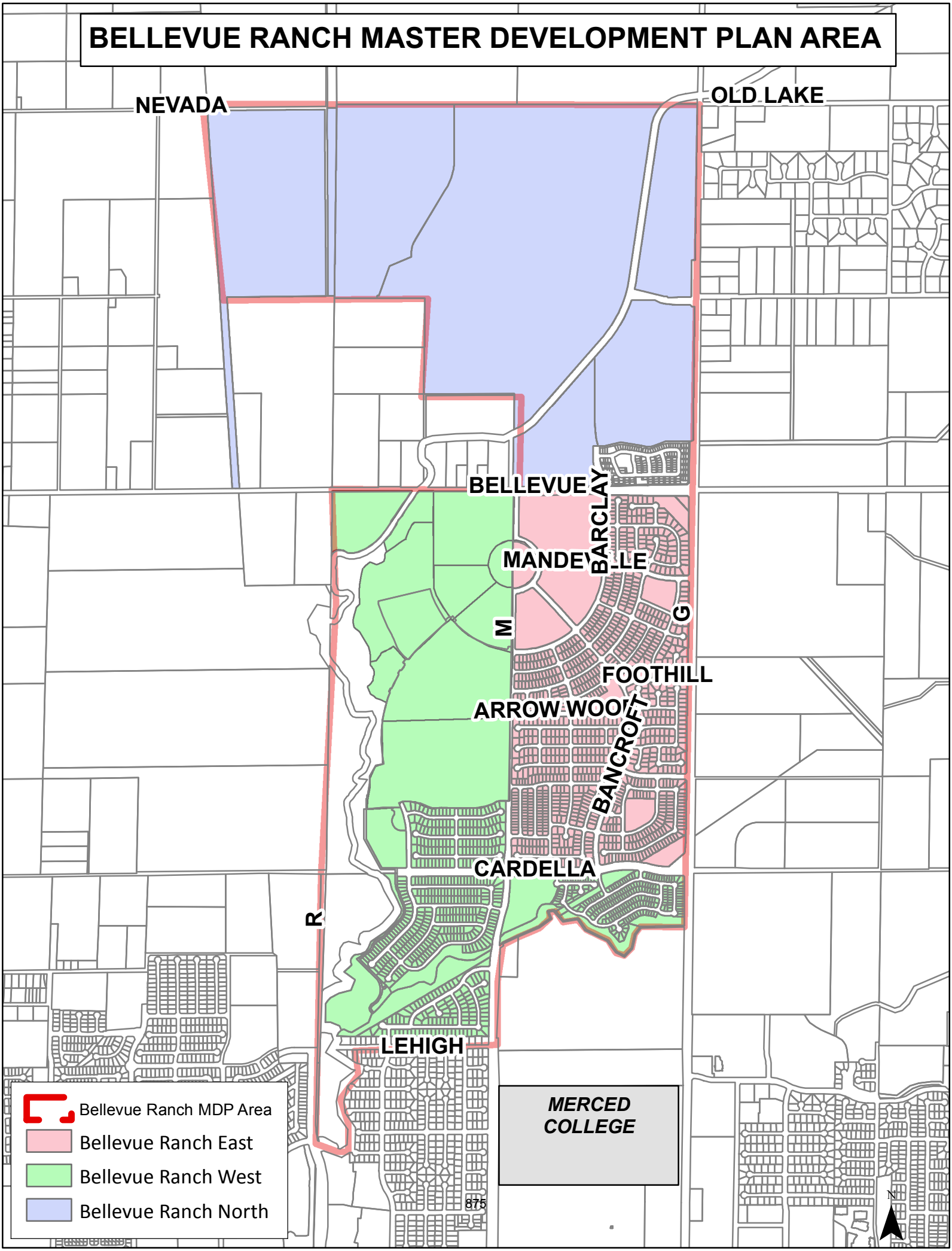
MERCED, CALIFORNIA

JOB NO.	125971
DATE	1-8-16
DR BY	KMc/DH
CK BY	DH/RM
SCALE	AS SHOWN

SHEET NUMBER 2 OF 4 SHEETS

PLOT DATE: 08/25/2015 07:48 FILE: K:\125971\dwg\Tentative map\C-2 Lot Dim


Proposed New Park Site
Future School Site
Bellevue Ranch West Village 17
Lot A - Proposed Subdivision
M
N


BELLEVUE RANCH MASTER DEVELOPMENT PLAN AREA
NEVADA
OLD LAKE
BELLEVUE
BARCLAY
MANDEVILLE
M
G
FOOTHILL
ARROW WOOD
BANCROFT
CARDELLA
R
LEHIGH
MERCED COLLEGE
Bellevue Ranch MDP Area
Bellevue Ranch East
Bellevue Ranch West
Bellevue Ranch North
875
N

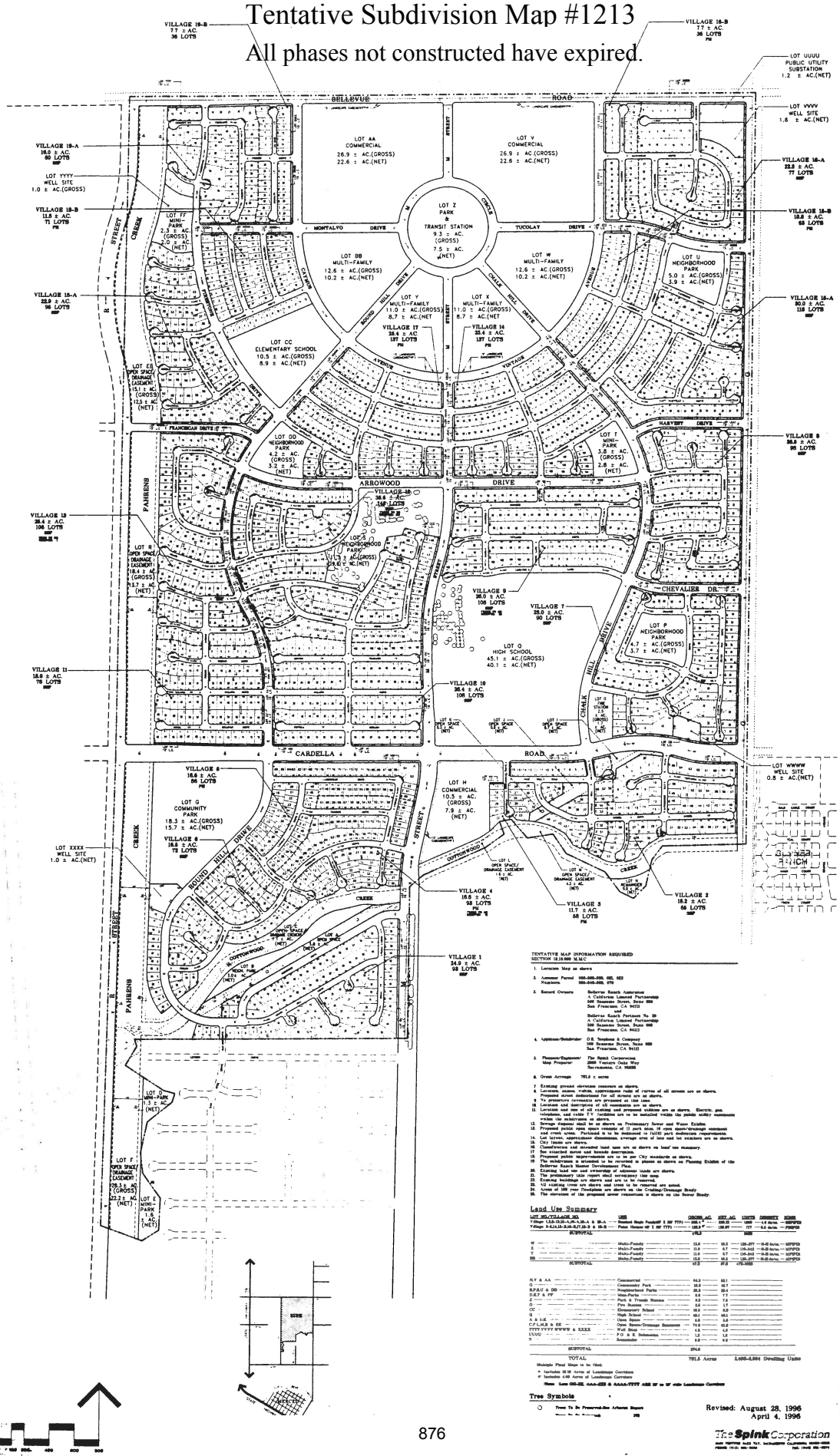
Vesting Tentative Subdivision Map

BELLEVUE RANCH

City of Merced, California

Tentative Subdivision Map #1213

All phases not constructed have expired.


BELLEVUE ROAD
ARROWOOD DRIVE
CARDELLA ROAD
CHEVALIER DR.
FAIRKENS
ROUND HILL DRIVE
CHALK HILL DRIVE
HARVEST DRIVE
LOT AA COMMERCIAL 26.9 ± AC.(GROSS) 22.6 ± AC.(NET)
LOT V COMMERCIAL 26.9 ± AC.(GROSS) 22.6 ± AC.(NET)
LOT Z PARK & TRANSIT STATION 9.3 ± AC. (GROSS) 7.5 ± AC. (NET)
LOT BB MULTI-FAMILY 12.6 ± AC.(GROSS) 10.2 ± AC.(NET)
LOT W MULTI-FAMILY 12.6 ± AC.(GROSS) 10.2 ± AC.(NET)
LOT Y MULTI-FAMILY 11.0 ± AC.(GROSS) 8.7 ± AC.(NET)
LOT X MULTI-FAMILY 11.0 ± AC.(GROSS) 8.7 ± AC.(NET)
LOT CC ELEMENTARY SCHOOL 10.5 ± AC.(GROSS) 8.9 ± AC.(NET)
LOT FF MINI-PARK 2.3 ± AC. (GROSS) 2.0 AC. (NET)
LOT U NEIGHBORHOOD PARK 5.0 ± AC.(GROSS) 3.9 ± AC.(NET)
LOT DD NEIGHBORHOOD PARK 4.2 ± AC. (GROSS) 3.2 ± AC. (NET)
LOT T MINI-PARK 3.8 ± AC. (GROSS) 2.8 ± AC. (NET)
LOT Z NEIGHBORHOOD PARK 4.3 ± AC.(GROSS) 3.4 ± AC.(NET)
LOT P NEIGHBORHOOD PARK 4.7 ± AC.(GROSS) 3.7 ± AC.(NET)
LOT O HIGH SCHOOL 45.1 ± AC.(GROSS) 40.1 ± AC.(NET)
LOT G COMMUNITY PARK 18.3 ± AC.(GROSS) 15.7 ± AC.(NET)
LOT H COMMERCIAL 10.5 ± AC. (GROSS) 7.9 ± AC. (NET)
LOT UUUU PUBLIC UTILITY SUBSTATION 1.2 ± AC.(NET)
LOT VVVV WELL SITE 1.6 ± AC.(NET)
LOT WWWW WELL SITE 0.5 ± AC.(NET)
LOT XXXX WELL SITE 1.0 ± AC.(NET)
LOT YYYY WELL SITE 1.0 ± AC.(GROSS)
VILLAGE 1 24.9 ± AC 58 LOTS
VILLAGE 2 18.2 ± AC 66 LOTS
VILLAGE 3 11.7 ± AC. 58 LOTS
VILLAGE 4 18.8 ± AC. 53 LOTS
VILLAGE 5 16.6 ± AC. 56 LOTS
VILLAGE 6 16.8 ± AC. 72 LOTS
VILLAGE 7 28.0 ± AC. 90 LOTS
VILLAGE 8 28.8 ± AC. 96 LOTS
VILLAGE 9 26.9 ± AC. 108 LOTS
VILLAGE 10 26.4 ± AC. 108 LOTS
VILLAGE 11 18.8 ± AC. 78 LOTS
VILLAGE 12 28.4 ± AC. 106 LOTS
VILLAGE 13 28.4 ± AC. 106 LOTS
VILLAGE 14 23.4 ± AC. 137 LOTS
VILLAGE 15-A 22.9 ± AC. 98 LOTS
VILLAGE 15-B 13.8 ± AC. 69 LOTS
VILLAGE 16-A 22.2 ± AC. 77 LOTS
VILLAGE 16-B 17 ± AC. 36 LOTS
VILLAGE 17 28.4 ± AC 137 LOTS
VILLAGE 18-A 20.2 ± AC 118 LOTS
VILLAGE 18-B 13.8 ± AC 69 LOTS
VILLAGE 19-A 16.0 ± AC 60 LOTS
VILLAGE 19-B 7.7 ± AC. 36 LOTS
LOT EE OPEN SPACE/ DRAINAGE EASEMENT 15.1 ± AC. (GROSS) 10.3 ± AC. (NET)
LOT R OPEN SPACE/ DRAINAGE EASEMENT 18.4 ± AC (GROSS) 13.7 ± AC (NET)
LOT F MINI-PARK 1.3 ± AC (NET)
LOT E MINI-PARK 1.6 ± AC (NET)
LOT F OPEN SPACE/ DRAINAGE EASEMENT 29.3 ± AC (GROSS) 22.2 ± AC (NET)
LOT L OPEN SPACE/ DRAINAGE EASEMENT 1.5 ± AC (NET)
LOT M OPEN SPACE/ DRAINAGE EASEMENT 2.3 ± AC (NET)
LOT S OPEN SPACE (NET)
LOT T OPEN SPACE (NET)
LOT U OPEN SPACE (NET)
LOT V OPEN SPACE (NET)
LOT W OPEN SPACE (NET)
LOT X OPEN SPACE (NET)
LOT Y OPEN SPACE (NET)
LOT Z OPEN SPACE (NET)
LOT J MINI-PARK 1.3 ± AC (NET)
LOT K MINI-PARK 1.6 ± AC (NET)
LOT N TOT STATION 2.6 ± AC (GROSS) 2.1 ± AC (NET)
LOT O OPEN SPACE (NET)
LOT P OPEN SPACE (NET)
LOT Q OPEN SPACE (NET)
LOT R OPEN SPACE (NET)
LOT S OPEN SPACE (NET)
LOT T OPEN SPACE (NET)
LOT U OPEN SPACE (NET)
LOT V OPEN SPACE (NET)
LOT W OPEN SPACE (NET)
LOT X OPEN SPACE (NET)
LOT Y OPEN SPACE (NET)
LOT Z OPEN SPACE (NET)
LOT A OPEN SPACE (NET)
LOT B OPEN SPACE (NET)
LOT C OPEN SPACE (NET)
LOT D OPEN SPACE (NET)
LOT E OPEN SPACE (NET)
LOT F OPEN SPACE (NET)
LOT G OPEN SPACE (NET)
LOT H OPEN SPACE (NET)
LOT I OPEN SPACE (NET)
LOT J OPEN SPACE (NET)
LOT K OPEN SPACE (NET)
LOT L OPEN SPACE (NET)
LOT M OPEN SPACE (NET)
LOT N OPEN SPACE

Bellevue Ranch Master Development Plan (MDP) Table 6.1
Major Infrastructure Phasing

~~(Revised & Adopted by City Council on June 21, 2004)~~
~~(Revision & Adopted by Planning Staff on August 17, 2005)~~
(Revision & Adopted by Planning Commission on June 18, 2008)

The following table shows the same circulation and major infrastructure improvements listed in the MDP Table 6.1,adopted by the City Council May 15, 1995, in the columns for contiguous and non-contiguous improvements. Two new columns have been added to show the village interior improvements as well as concurrent construction phasing. This table indicates when certain improvements are **warranted** by Sub-Phase development. It does not address funding sources or the timing of available funding. In general, each Developer shall be responsible for construction of the warranted improvements, with the exception of wells, which the City will construct.

The Sub-Phases have been reorganized to show the order in which the Villages are now expected to be developed by Crosswinds and Woodside, for the area south of Bellevue Road. North of Bellevue Road the order shown in the adopted Table 6.1 shall be maintained except as noted. MDP Villages 6, 11, 13 and 19 have been excluded from this proposed sequence due to floodplain constraints.

Bellevue Ranch Master Development Plan
Table 6.1—Major Infrastructure Phasing

Sub-Phase (Village)	Contiguous Improvements	Non-Contiguous Improvements	Interior Improvements	Villages Able to Construct out of sequence with this sub-phase
BIIP I	**None**	• **M St (Barclay Rd. to Lehigh)(1/2 street)** • **M St Cottonwood Creek Bridge (1/2 Street)** • **Well Site (G St/ Cardella Rd)**	• **BIIP I Collectors** • **Sewer, Drain and Water** • **Detention Basins DB-P, T and U** • **Storm Drain and Sewer Pump Stations Outfalls**	• **Village 15, 16, 8A, 14 and 9**
8A	**None**	**None**	• **V-8A streets and utilities**	• **Concurrent with BIIP I**
15	**None**	• **Fire Station Dedication**	• **Village-15 streets and utilities**	• **Concurrent with BIIP I**
1	• M St: Lehigh to Cottonwood Ck (1/2 Street) • M St: Cottonwood Bridge (1/2 street) and bike crossing	• M St: Cottonwood Ck to Cardella Rd intersection (1/2 street)	• V-1 streets and utilities	• None Note: Sub-Phase (Village) 1 is not dependent on Sub-Phases BBIP I, 8A, and 15.
9	**None**	**None**	• **V-9 streets and utilities**	• **Concurrent with BIIP I**

Bellevue Ranch Master Development Plan
Table 6.1—Major Infrastructure Phasing
June 18, 2008 Version, Page 2

3	• Cardella Road: M St to Bancroft Dr (1/2 street) • Cottonwood Ck bike path/imp. • Cardella Rd (Bancroft Dr to G St) (1/2 street)	None	• V-3 streets and utilities • V-11 drainage basin	• Village 2 Note: Sub-Phase (Village) 3 is not dependent on Sub-Phases BBIP I, 8A, 9, and 15.
2	• Cottonwood Ck bike path/improvements	None	• V-2 streets and utilities	• Concurrent with Village 3
5	• Cardella: (M St to Round Hill Dr (Freemark)) (4 lanes total) • Well site (Cardella Rd/Fahrens Ck.)	None	• V-5 streets and utilities	• Villages 4, 10, & 12 Note: Sub-Phase (Village) 5 is not dependent on Sub-Phases BBIP I, 8A, 15 and 9.
14	**None**	**None**	• **Village-14 streets and utilities**	• **Concurrent with BIIP I**
16	• **Well Site (G Street/Bellevue Road)**	• **M St: Cardella to Barclay (remainder to full improvements)**	• **Village-16 streets and utilities**	• **Concurrent with BIIP I**
BIIP II	**None**	**None**	• **BIIP II Collector Roadways** • **Sewer, Drain and Water**	• **Village 8B, 7 and Lot Q**
4	• Cottonwood Ck pedestrian bridge	None	• V-4 streets and utilities	• Concurrent with Village 5
8B	**None**	**None**	• **V-8B streets and utilities**	• **Concurrent with BIIP II**
7	• **Cardella Rd (M St to G St)(1/2 street)** • **Cardella Road/G Street signal**		• **V-7 streets and utilities**	• **Concurrent with BIIP II**
10	None	None	• V-10 streets and utilities	• Concurrent with Villages 5 and BBIP I (M Street component only)
12	None	• M St/Cardella Rd signal[1]	• V-12 streets and utilities	• Concurrent with Village 10

Bellevue Ranch Master Development Plan Table 6.1—Major Infrastructure Phasing June 18, 2008 Version, Page 3				
17	None	• R St (Yosemite to Cardella)(4 lanes total) [1, 8] • Cardella Rd (Round Hill Dr (Freemark) to R St) (4 lanes total) [1,8] • Fahrens Ck Bridge at /Cardella Rd (4 lanes total) [1,8] • R St/Cardella Rd Signal[1]	• V-17 streets and utilities	• Villages 18 & 19 • Note: Sub-Phase (Village) 17 is not dependent on Sub-Phases BBIP I, 8A, 15, 9, 14, 16, BBIP II, 8B and 7. Excepting "M" Street portion of BBIP I.
18	None	• R Street: Cardella Rd to Franciscan Dr (4 lanes total)[1,8] • R Street: Franciscan Dr to Bellevue Rd (4 lanes total)[1,8] • Cardella Rd/Bancroft Signal • Franciscan Dr/R St signal[1,8] • R St/Bellevue Rd Signal[1] • Cardella Rd/Round Hill Dr (Freemark) signal	• V-18 streets and utilities	• Concurrent with Village 17 •
19	None	• Franciscan Dr (Freemark Ave to R St)[1,8] • Fahrens Creek Bridge at Franciscan Dr[8]	• V-19 streets and utilities	• Concurrent with Village 17
Lot Q	**None**	• **None**	• **Lot Q streets & utilities**	• **Concurrent with BIIP II**
~~22[6] (MFR)~~	• ~~M Street (Barclay Drive to Bellevue Road) (2 lanes) including Transit Circle w/ V-21 segments~~	• ~~Bellevue/G Signal[1]~~ • ~~Well site (Bellevue/R St)[7]~~ • ~~Fahrens Creek Bridge at Bellevue Rd(3 lanes)[8]~~ • ~~Bellevue Rd: R St to G St (3 lanes)[8]~~	~~None~~	~~None~~
22-East[6] (MFR)	• **M Street (Barclay Drive to Bellevue Road) (2 lanes) on east side including Transit Circle w/ V-21 segments** [8]	• **Bellevue/G Signal[1, 8]** • **Bellevue Rd: M St to G St (3 lanes)[8, 9]**	**None**	**None**

Bellevue Ranch Master Development Plan Table 6.1—Major Infrastructure Phasing June 18, 2008 Version, Page 4				
22-West (MFR)	• M Street (Barclay Drive to Bellevue Road) (2 lanes) on west side including Transit Circle w/ V-21 segments [7, 8]	• Well site (Bellevue/R St)[7, 8] • Bellevue Rd: R St to M St (3 lanes)[8, 9]	None	None
21[6] (Comm)		• M & Bellevue Signal[1] • G St: Bellevue to Merced College (4 lanes total)[3] • G & Foothill (Harvest) Signal[1] • Fahrens Creek Bridge at Bellevue Rd(3 lanes)[8] •	None	

Bellevue Ranch Master Development Plan
Table 6.1—Major Infrastructure Phasing
June 18, 2008 Version, Page 5

Above Bellevue Road	Same as adopted in the MDP, 5/15/95 (see below)	**Non-Contiguous Improvements**	Each village's streets and utilities
20	• Fahrens Creek Bypass (Drainage Phase 3)	~~• G St: 2 lanes Bellevue to Yosemite (4 lanes total)~~ ~~• G St/Bellevue Traffic Signal~~ ~~• G St/Cardella Traffic Signal~~ ~~• G St/Collector St. Traffic Signal (in Phase 15)~~ • Fahrens Creek Bypass (Phase 3)	• V. 20 streets and utilities
23	None	None	• V. 23 streets and utilities
24	• Well Site No. 6 • Old Lake Rd (2 lanes)	None	• V. 24 streets and utilities
25	• Collector St./Fahrens Cr. Bridge (near Phase 23/24) • Collector St/Fahrens Cr. Bridge (near Phase 20)	None	• V. 25 streets and utilities
26	• Old Lake Rd: 2 lanes • Old Lake Rd/Fahrens Creek Bridge	• G St: 2 lanes Old Lake Rd to Bellevue Rd (4 lanes total) • G St/Collector St Traffic Signal (near Phase 20/23)	• V. 26 streets and utilities
27	• M St: 2 lane ultimate section	• Collector St/Fahrens Cr. Bridge (near Phase 20/23) • N/S Collector/Bellevue Signal	• V. 27 streets and utilities
28	None	None	• V. 28 streets and utilities
29	• M St: 2 lane ultimate section	• N/S Collector/Fahrens Creek Bridge (between M & R Sts.) • M St: 2 lanes (So. To Bellevue) • M St/Fahrens Creek Bridge	• V. 29 streets and utilities
30	• R St: 2 lanes • Fire Station	• R St: 2 lanes ½ mile north of Bellevue to	• V. 30 streets and utilities

		Bellevue Rd • R St: 2 lanes Bellevue to ½ mile south of Bellevue (4 lanes total) • R St/Fahrens Creek Bridge: 2 lanes (4 lanes total) • R St/Collector St Traffic Signal (near Phases 13/18)	
31	None	None	• V. 31 streets and utilities
32	None	None	• V. 32 streets and utilities
33	• R St: 2 lanes • Old Lake Rd: 2 lanes	• Old Lake Rd: 2 lanes (in Phase 35)	• V. 33 streets and utilities
34	None	None	• V. 34 streets and utilities
35	None	None	• V. 35 streets and utilities
36	None	None	• V. 36 streets and utilities

Color Coding of Responsible Areas:

Red Bold=Bellevue Ranch East Improvements (Crosswinds)

Blue Underlined=Bellevue Ranch West Improvements (Woodside)

Black Bold=Bellevue Ranch Improvements, joint responsibility in Villages ~~21 and~~ 22

Black=Bellevue Ranch Improvements, North of Bellevue Road (unchanged since May 15, 1995).

[Phases are as noted on Minor Phasing Diagram in Master Development Plan—page 60 and Attachment B of Planning Commission Staff Report #04-13 2nd Addendum]

Notes:

1. The R Street improvements as well as the staging of signal improvements throughout the plan area have been revised as recommended by the memorandum dated December 2, 2004 entitled "Timing of off-site roadway improvements for Bellevue Ranch" prepared by Fehr & Peers.

2. Not used.

3. The G Street improvements have been revised as recommended by the memorandum dated December 2, 2004 entitled "Timing of off-site roadway improvements for Bellevue Ranch" prepared by Fehr & Peers.

4. Projects revised due to lack of Corps of Engineers drainage projects:
   a. Cottonwood Creek Bypass (Drainage Phase 1, 2): By Bellevue Ranch West, Villages 1-3.
   b. Fahrens Creek Bypass (Drainage Phase 1, 2, 3): deleted

5. Project moved to a later phase: Bellevue Rd: M to R (last 1 of 6 lanes) is moved into Phase 3/4.

6. The timing and responsibility (Crosswinds or Woodside) for these improvements in Villages 21 (commercial) ~~and 22 (multi-family)~~ will be determined at the time of conditional use permit approval for ~~these areas~~ this village.

7. Well site may be required sooner if deemed necessary by the City Engineer.

8. Improvements shall be completed prior to occupancy of any unit in this village.

9. Frontage improvements per Table B (Attachment H) of PC Staff Report #07-32 – 3rd Addendum.

The California Environmental Quality Act
Environmental Review #18-44 - (CEQA) Section 15162 Findings:

Application: General Plan Amendment #18-01, Site Utilization Plan Revision #13 to Planned Development (P-D) #42, and Vesting Tentative Subdivision Map #1307 – Environmental Review #18-44

Assessor Parcel Number or Location: Assessor's Parcel Numbers (APN): 224-030-031 and 224-010-022.

Previous Initial Study/EIR Reference: This site was previously reviewed through Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)

Original Project Date: The Environmental Impact Report was approved on May 15, 1995, by the Merced City Council.

Section A - Previous Studies

	Yes	No
1. Substantial changes are proposed in the project that will require major revisions of the previous project EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects?		X

Comment/Finding: The proposed project is consistent with the previous environmental review. No substantive changes are proposed. The change in land use designations results in approximately the same number of acres being designated for Park and Single Family Residential as is currently designated.

	Yes	No
2. Substantial changes have occurred with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects?		X

Comment/Finding: There have been no changes in the circumstances under which the project is undertaken that would require major revisions in the previous EIR. There are no new significant environmental effects or substantial increases in the severity of previously identified environmental effects, and the area under consideration remains the same area previously evaluated.

	Yes	No
3. New information of substantial importance that was not known and could not have been know with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, has been revealed? (If "Yes" is checked, go to Section "B" below)		X

Comment/Finding: There is no new information of substantial importance that was not known and could not have been known with the reasonable diligence at the time the previous EIR was adopted.

Section B - New Information

	Yes	No
A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration.		X
B) Significant effects previously examined will be substantially more severe than shown in the previous EIR.		X
C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.		X
D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.		X

Comment/Finding: All previously identified mitigation measures will be enforced with this project including payment of Public Facility Impact Fees. Therefore, the resulting impacts are no greater than those previously analyzed and the previously imposed mitigation measures remain sufficient to address all impacts from this project.

On the basis of this evaluation, in accordance with the requirements of Section 15162 of the CEQA Guidelines:

	1. It is found that subsequent negative declaration will need to be prepared.
	2. It is found that an addendum Negative Declaration will need to be prepared.
	3. That a subsequent EIR will need to be prepared.
X	4. No further documentation is required.

Date: July 5, 2018
Prepared By:

Julie Nelson,
Associate Planner

CITY OF MERCED
Planning Commission

Resolution #3098

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner DYLINA, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:GPA #18-01/SUP Rev #13 to PD #42 (GPA Res)

Conditions of Approval
Planning Commission Resolution #3098
General Plan Amendment #18-01 and Site Utilization Plan #13 to Planned Development (PD) #42

1. The General Plan designation shall be changed from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for Lot A and changed from Low-Medium Density Residential (LMD) to Open Space/Park for 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended) as shown on Exhibit A. The Site Utilization Plan for Planned Development (P-D) #42 shall be modified to change the designation from Park to Single-Family Residential for Lot A and from Single-Family Residential to Park for the 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended), also shown on Exhibits 1 and 2 - Attachments B and C of Staff Report #18-16.

2. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

4. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such

fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

7. The new park site shall be dedicated by separate deed for "Park Purposes."

8. The dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

9. The new park site at the southeast corner of Freemark Avenue and Catherine A Hostetler Blvd. shall be dedicated for park use by a separate document. This shall occur either prior to or simultaneously with the recordation of the City's vacation of Lot A.

10. Street frontage improvements, including curb, gutter, sidewalks, and park strips for the new park site at the southeast corner of Catherine A Hostetler Boulevard and Freemark Avenue shall be installed with the construction of Lot 17-C (consistent with the approval of Tentative Map #1308 for Bellevue Ranch West).

n:shared:planning:PC Resolutions:GPA#18-01/SUP Rev#13 to PD #42 Exhibit A

CITY OF MERCED
Planning Commission

Resolution #3099

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **Tentative Subdivision Map #1307**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1307, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner RASHE, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:TSM #1307

Conditions of Approval
Planning Commission Resolution # 3099
Vesting Tentative Subdivision Map # 1307

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (VTSM #1307), - Attachment D of Staff Report #18-16, except as modified by the conditions.
2. The approval of the VTSM #1307 is subject to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to P-D #42 and will not become effective until the date of the City Council approval.
3. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply.
4. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
5. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.
6. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
7. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any

governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

8. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

9. Should any conflicts arise between the tentative map conditions contained herein and those conditions, mitigation measures, and guiding principles contained in the BRMDP, Appendices D, E, and F, or any other pertinent Sections/Appendices of the BRMDP, said conditions, mitigation measures, guiding principles, and sections/appendices shall take precedence.

10. All public improvements shall be provided along all new roadways and any damaged or missing improvements along M Street within the project area's frontage shall be repaired/replaced.

11. Developer shall construct full public improvements (including, but not limited to, curb and gutter, pavement, sidewalk and one drive approach per lot, street lights, landscaping, and utilities) on all new streets.

12. Fire hydrants shall be installed along street frontages to provide fire protection to the area. The hydrants shall meet all City of Merced standards and shall comply with all requirements of the City of Merced Fire Department. Final location of the fire hydrants shall be determined by the Fire Department.

13. Unless another funding mechanism is put into place, a fee of $861 per dwelling unit shall be collected at time of building permit issuance to fund the future construction of the bridge at Fahrens Creek and Bellevue Road. This fee is in addition to all other permit and impact fees.

14. Prior to recordation of a final map, the dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

15. The project shall comply with all the Post Construction Standards required to comply with state requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

16. The project shall comply with all requirements of the California Building Code and all flood requirements of the Federal Emergency Management Agency (FEMA). All necessary documentation related to the construction of the residential uses shall be provided at the building permit stage.

17. Prior to the recording of a final map, proper documentation shall be provided to the satisfaction of the City Engineer, showing how storm water will be managed on the site and directed to the City's storm water system. Storm water shall be collected on-site and metered into the City's system. The developer shall provide calculations to confirm there is capacity in the existing storm water system to serve the proposed project. If there is not sufficient capacity, the developer shall provide an alternative to using the existing lines and drainage basin.

18. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

19. Prior to final inspection of any home, all front yards and side yards exposed to public view shall be provided with landscaping to include, ground cover, trees, shrubs, and irrigation in accordance with Merced Municipal Code Section 20.36.050. Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or City mandated water regulations dealing with the current drought conditions. All landscaping shall comply with the City's Water Efficient Landscape Ordinance (MMC Section 20.36.030).

20. Provide all utility services to each lot, including sanitary sewer, water, electric power, gas, telephone, and cable television. All new utilities are to be undergrounded.

21. Install appropriate street name signs and traffic control signs with locations, names, and types approved by the City Engineer.

22. Developer shall provide construction plans and calculations for all landscaping and public maintenance improvements. All such plans shall conform to City standards and meet approval of the City Engineer.

23. Per the BRMDP, all exterior building materials shall consist of stucco, masonry, or architectural grade wood siding, and roofing materials shall consist of tile, wood shake (with acceptable fire rating), and architectural composition shingles.

24. The building facades shall be of high quality design providing varied elevations and color schemes. All designs shall be consistent with the requirements of the BRMDP and Planned Development (P-D) #42.

25. At the building permit stage, the site plans for each lot shall include a minimum 3-foot by 6-foot concrete pad located in the side yard or backyard for the storage of 3 refuse containers.

26. All dwellings shall be designed to include fire sprinklers as required by the California Fire Code.

27. All garages shall have a minimum setback of 20 feet measured from the property line or back of sidewalk, whichever is closest to the front of the garage. Per the BRMDP, the setback for the living area portion of the house may be reduced to 15 feet and shall also be measured from the property line or back of sidewalk, whichever is closest to the living area portion of the house. Lot coverage shall not exceed 45% for all lots 6,000 square feet or larger and 55% for lots less than 6,000 square feet.

28. All mechanical equipment shall be screened from public view.

29. No residential driveways shall front any arterial or collector street.

30. A 6-foot-tall masonry wall and a minimum 10-foot-wide landscape strip shall be installed along M Street and Arrow Wood Drive consistent with the requirements of the Bellevue Ranch Master Development Plan.

CITY OF MERCED
Planning & Permitting Division

STAFF REPORT:	**#18-16**	**AGENDA ITEM:**	**4.1**
FROM:	Kim Espinosa, Planning Manager	**PLANNING COMMISSION MEETING DATE:**	**Aug. 8, 2018**
PREPARED BY:	Julie Nelson, Associate Planner	**CITY COUNCIL MEETING DATE:**	**Sept. 17, 2018 (Tentatively)**

SUBJECT: **General Plan Amendment #18-01, Site Utilization Plan Revision #13 to Planned Development (P-D) #42, and Vesting Tentative Subdivision Map #1307**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.58 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.58 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.58 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots. *PUBLIC HEARING*

ACTION: PLANNING COMMISSION:

Recommendation to City Council

1) Environmental Review #18-44 (CEQA Section 15162 Findings)
2) General Plan Amendment (GPA) #18-01
3) Site Utilization Plan (SUP) Revision #13 to Planned Development (P-D) #42

Approve/Disapprove/Modify

1) Vesting Tentative Subdivision Map #1307 (subject to City Council's approval of GPA #18-01 and SUP Rev #13)

CITY COUNCIL:

Approve/Disapprove/Modify

1) Environmental Review #18-44 (CEQA Section 15162 Findings)
2) General Plan Amendment (GPA) #18-01
3) Site Utilization Plan (SUP) Revision #13 to Planned Development (P-D) #42

SUMMARY

This application involves two project sites – 1) the southwest corner of M Street and Arrow Wood Drive (extended); and 2) the southeast corner of Freemark Drive (extended) and the future Catherine A. Hostetler Boulevard (Attachment A). Site #1 (Lot A) is currently designated as Open Space/Park (OS) on the General Plan Land Use Map and Site #2 is currently designated as Low-Medium Density Residential (LMD). The property owner is requesting to swap the land use designations for the properties. That is, the land use designation for Lot A would be changed to Low-Medium Density Residential (LMD) and the designation for Site #2 would be changed to Open Space/Park (OS) (Attachment B). The same changes are proposed for the Site Utilization Plan (SUP) for Planned Development (P-D) #42 which would change the designation for Lot A from Park to Single Family Residential and the designation for Site #2 would be changed from Single Family Residential to Park (Attachment C). Lot A is approximately 5.58 acres and Site #2 is approximately 5.0 acres. The new location for the park would place it adjacent to the designated school site (Attachment B) instead of across the street from the school site.

In addition to the land use changes, the property owner is requesting approval of Vesting Tentative Subdivision Map (VTSM) #1307 for Lot A which would allow the property to be subdivided into 43 single family lots (Attachment D). The majority of the lots would be between 4,520 square feet and 5,200 square feet. However, one lot is 7,670 square feet. This subdivision would be adjacent to and an extension of the tentative subdivision for Bellevue Ranch West, Village 12 (Attachment E).

Below are two sets of conditions - one for the General Plan Amendment and Site Utilization Plan Revision and another for the Vesting Tentative Subdivision map (some of the standard conditions may be duplicated). Staff is recommending approval of all the applications. If the Vesting Tentative Subdivision Map is approved by the Planning Commission, it would be subject to the approval of the General Plan Amendment and Site Utilization Plan Revision being approved by City Council.

RECOMMENDATION

Planning staff recommends that the Planning Commission recommend approval of Environmental Review #18-44 (CEQA Section 15162 Findings), General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42 (including the adoption of the Resolution at Attachment K), and approve Vesting Tentative Subdivision Map #1307 (including the adoption of the Resolution at Attachment L) subject to the following conditions:

Conditions for General Plan Amendment and Site Utilization Plan Revision #13 to P-D #42

*1) The General Plan designation shall be changed from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for Lot A and changed from Low-Medium Density Residential (LMD) to Open Space/Park for 5 acres located at the southeast corner of the

future Catherine A Hostetler Boulevard and Freemark Avenue (extended) as shown on Exhibit A. The Site Utilization Plan for Planned Development (P-D) #42 shall be modified to change the designation from Park to Single-Family Residential for Lot A and from Single-Family Residential to Park for the 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended), also shown on Exhibits 1 and 2 - Attachments B and C.

*2) All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

*3) All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

*4) Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

*5) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

*6) The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

*7) The new park site shall be dedicated by separate deed for "Park Purposes."

*8) The dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

*9) The new park site at the southeast corner of Freemark Avenue and Catherine A Hostetler Blvd. shall be dedicated for park use by a separate document. This shall occur either prior to or simultaneously with the recordation of the City's vacation of Lot A.

*10) Street frontage improvements, including curb, gutter, sidewalks, and park strips for the new park site at the southeast corner of Catherine A Hostetler Boulevard and Freemark Avenue shall be installed with the construction of Lot 17-C (consistent with the approval of Tentative Map #1308 for Bellevue Ranch West).

Conditions for Vesting Tentative Subdivision Map #1307

*1) The proposed project shall be constructed/designed as shown on Exhibit 1 (VTSM #1307), - Attachment D, except as modified by the conditions.

*2) The approval of the VTSM #1307 is subject to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to P-D #42 and will not become effective until the date of the City Council approval.

*3) All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply.

*4) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

*5) All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

*6) All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

*7) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal

board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

*8) The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

*9) Should any conflicts arise between the tentative map conditions contained herein and those conditions, mitigation measures, and guiding principles contained in the BRMDP, Appendices D, E, and F, or any other pertinent Sections/Appendices of the BRMDP, said conditions, mitigation measures, guiding principles, and sections/appendices shall take precedence.

*10) All public improvements shall be provided along all new roadways and any damaged or missing improvements along M Street within the project area's frontage shall be repaired/replaced.

*11) Developer shall construct full public improvements (including, but not limited to, curb and gutter, pavement, sidewalk and one drive approach per lot, street lights, landscaping, and utilities) on all new streets.

*12) Fire hydrants shall be installed along street frontages to provide fire protection to the area. The hydrants shall meet all City of Merced standards and shall comply with all requirements of the City of Merced Fire Department. Final location of the fire hydrants shall be determined by the Fire Department.

*13) Unless another funding mechanism is put into place, a fee of $861 per dwelling unit shall be collected at time of building permit issuance to fund the future construction of the bridge at Fahrens Creek and Bellevue Road. This fee is in addition to all other permit and impact fees.

*14) Prior to recordation of a final map, the dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

*15) The project shall comply with all the Post Construction Standards required to comply with state requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

*16) The project shall comply with all requirements of the California Building Code and all flood requirements of the Federal Emergency Management Agency (FEMA). All necessary documentation related to the construction of the residential uses shall be provided at the building permit stage.

*17) Prior to the recording of a final map, proper documentation shall be provided to the satisfaction of the City Engineer, showing how storm water will be managed on the site and directed to the City's storm water system. Storm water shall be collected on-site and metered into the City's system. The developer shall provide calculations to confirm there is capacity in the existing storm water system to serve the proposed project. If there is not sufficient capacity, the developer shall provide an alternative to using the existing lines and drainage basin.

*18) The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

*19) Prior to final inspection of any home, all front yards and side yards exposed to public view shall be provided with landscaping to include, ground cover, trees, shrubs, and irrigation in accordance with Merced Municipal Code Section 20.36.050. Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or City mandated water regulations dealing with the current drought conditions. All landscaping shall comply with the City's Water Efficient Landscape Ordinance (MMC Section 20.36.030).

*20) Provide all utility services to each lot, including sanitary sewer, water, electric power, gas, telephone, and cable television. All new utilities are to be undergrounded.

*21) Install appropriate street name signs and traffic control signs with locations, names, and types approved by the City Engineer.

*22) Developer shall provide construction plans and calculations for all landscaping and public maintenance improvements. All such plans shall conform to City standards and meet approval of the City Engineer.

*23) Per the BRMDP, all exterior building materials shall consist of stucco, masonry, or architectural grade wood siding, and roofing materials shall consist of tile, wood shake (with acceptable fire rating), and architectural composition shingles.

*24) The building facades shall be of high quality design providing varied elevations and color schemes. All designs shall be consistent with the requirements of the BRMDP and Planned Development (P-D) #42.

*25) At the building permit stage, the site plans for each lot shall include a minimum 3-foot by 6-foot concrete pad located in the side yard or backyard for the storage of 3 refuse containers.

*26) All dwellings shall be designed to include fire sprinklers as required by the California Fire Code.

*27) All garages shall have a minimum setback of 20 feet measured from the property line or back of sidewalk, whichever is closest to the front of the garage. Per the BRMDP, the setback for the living area portion of the house may be reduced to 15 feet and shall also be measured from the property line or back of sidewalk, whichever is closest to the living area portion of the house. Lot coverage shall not exceed 45% for all lots 6,000 square feet or larger and 55% for lots less than 6,000 square feet.

*28) All mechanical equipment shall be screened from public view.

*29) No residential driveways shall front any arterial or collector street.

*30) A 6-foot-tall masonry wall and a minimum 10-foot-wide landscape strip shall be installed along M Street and Arrow Wood Drive consistent with the requirements of the Bellevue Ranch Master Development Plan.

(*) Denotes non-discretionary conditions.

PROJECT DESCRIPTION

The proposed project involves changing the General Plan land use designation and Site Utilization Plan designation for Lot A (approximately 5.5 acres) located at the southwest corner of M Street and Arrow Wood Drive (extended) from Open Space/Park (OS) to Low-Medium Density Residential (LMD). Additionally, approximately 5 acres of land located generally at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended) would be changed from LMD to OS.

The change in the land use would allow the subdivision of Lot A into 43 single-family lots. This subdivision would be adjacent to Village 12 that was approved by the Planning Commission in 2016. The land use change would allow the park to be adjacent to the school site on the north side of Arrow Wood Drive (extended) (Attachment B).

Surrounding Uses
(Attachment A)

Surrounding Land	Existing Use of Land	City Zoning Designation	City General Plan Land Use Designation
North	Vacant Land	P-D #42	Low Density Residential (LD)/Low Medium Density Residential (LMD)/ School (SCH)
South	Residential	P-D #42	Low Density Residential
East	Residential	P-D #42	Low Density Residential
West	Vacant	P-D #42	Open Space/Park (OS-P)

BACKGROUND

The Bellevue Ranch Master Development Plan (BRMDP) was approved by the City Council in 1995. The BRMDP provided a vision and standards for the development of a 1,385-acre area that would include commercial, transit, and low and high density residential uses (Attachment F). In 1996, Tentative Subdivision Map (TSM) #1213 (Attachment G) was approved subdividing approximately 801 acres within the Bellevue Ranch MDP area into 2,063 individual parcels (including the project site). Subsequently, Final Subdivision Maps were recorded for all of the lots east of M Street (Bellevue Ranch East) and a portion of the lots west of M Street (Bellevue Ranch West). However, in 2006, the Tentative Map expired, requiring a new map to be approved for any area that had not obtained Final Map approval.

Existing Development in Bellevue Ranch: There are approximately 1,016 single family lots in Bellevue Ranch East and approximately 469 single-family lots currently in Bellevue Ranch West, with another 242 approved with Village 12 in 2016. Of the existing lots in Bellevue Ranch East and West, approximately 932 lots (roughly 54%) have houses on them or are currently under construction.

As mentioned above, in 2016, the Planning Commission approved Village 12 in Bellevue Ranch West (Attachment E). Lot A as shown on the map for Village 12 was dedicated to the City as a Park with the recordation of the Final Map for Bellevue Ranch West, Village 12, Phase 1.

Standards and Guiding Principles: As part of the approval of the Bellevue Ranch Master Development Plan (BRMDP), Final Conditions of Approval and Final Guiding Principles were adopted that continue to apply to new developments within the Master Development Plan Area. The MDP provided standards for the location of single-family dwellings as well as General Development Guidelines for the development and siting of the homes on individual lots. Section 2.8.1 provides details on density, lot size, lot configurations, and setbacks for single-family homes (Attachment H).

There are also a number of Mitigation Measures adopted as part of the Bellevue Ranch Environmental Impact Report (EIR) that would apply to all developments within the MDP area. This project would be required to comply with all previous approvals that are applicable to this project (Condition #5).

Off-Site Infrastructure: The BRMDP includes a Minor Phasing Plan that lists off-site infrastructure such as bridges, roads, and traffic signals to be installed with different phases. Lot A is located within Minor Phase 12 (commonly referred to as "Village 12"). Site #2 is located within Minor Phase 17. The BRMDP requires certain improvements to be done with each phase of development. The minor phasing plan (referred to as Table 6.1, Attachment I) adopted as part of the BRMDP area calls for infrastructure to be installed in sequential order of the phases of development. The infrastructure required with the previous phases of development has been installed.

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) If the General Plan Amendment is approved, the proposed land use designation changes would comply with the General Plan designations of Low-Medium Density Residential and Open Space/Park. If the Site Utilization Plan Revision is approved, the project would

have the zoning designation of Planned Development (P-D) #42. The Vesting Tentative Subdivision Map would also comply with the General Plan and Zoning if the General Plan Amendment and Site Utilization Plan Revision are approved.

The project would help achieve the following General Plan Goals and Policies:

Policy L-1.5	*Protect existing neighborhoods from incompatible developments.*
Policy L-1.6	*Continue to pursue quality single-family development.*
Policy L-1.8	*Create livable and identifiable residential neighborhoods.*
Policy OS-3.1	Provide High-Quality Park and Open Space Facilities to Serve the Needs of a Growing Population.

Implementing Actions

3.1.d – Continue to encourage joint use agreements between the City and local school districts to combine the design and use of park and school facilities when feasible.

3.1.e – Use the City's Park Dedication Ordinance to develop the City's park system.

b) Parks should be located adjacent to schools as much as feasible.

Traffic/Circulation

B) Lot A is located at the southwest corner of M Street and Arrow Wood Drive. The internal streets proposed with the subdivision of Lot A would be accessed from the local roads constructed as part of the Village 12 subdivision. The subdivision of Lot A would include extending and connecting roads that were previously approved with Village 12.

Site #2, the proposed Park site, would have access from the future Catherine A Hostetler Boulevard and Freemark Avenue. When Village 17 is subdivided and developed, a local road would front the park on the southwest side of the site.

According to the Institute of Traffic Engineers (ITE) Manual, detached single-family dwellings are estimated to generate 9.57 trips per unit on a weekday. Therefore, the proposed subdivision would generate 369 average daily trips (ADT's). Vehicle trips generated by the proposed project were accounted for in the Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan, and were the basis for the required road improvement projects listed in the BRMDP mitigation measures and conditions of approval. Construction of planned project roadways, payment of Public Facility Impact Fees, payment of a portion of the cost of construction for the Bellevue Road bridge at Fahrens Creek, and implementation of the Infrastructure Phasing Plan (Table 6.1) for the BRMDP will adequately mitigate the project's traffic impacts.

Public Improvements/City Services

C) *Lot A Subdivision:* Development of Lot A would include the installation of all internal streets, sidewalks, utilities, etc. The construction of Arrow Wood and M Street were required with the approval of Village 12. Additionally, all other infrastructure required by the BRMDP was required as part of the development of Village 12. Therefore, Lot A has no additional requirements other than to pay a fee toward the cost of the Fahrens Creek bridge on Bellevue Road unless another financing mechanism is in place prior to building

permits being issued for this subdivision (refer to Condition #13 of the conditions for VTSM #1307).

D) *Proposed Park Site:* Street improvements for the park site would be required at the time Village 17 is subdivided (Condition #11 of the conditions for the General Plan Amendment and Site Utilization Plan Revision). This is consistent with the approval of the large lot tentative map for Bellevue Ranch West. Condition #10 requires the developer provide turf and irrigation for the park.

E) *Water/Sewer Supply:* The City has sufficient water supply and sewer capacity to serve the proposed 43-lot subdivision. Existing services being constructed for Village 12 would be extended into the Lot A Subdivision.

F) *Storm Drainage:* Storm water would be directed to the existing storm drain system (a 54-inch pipe exists in Freemark Avenue) and delivered to the existing drainage basin to the south at the northwest corner of Freemark Avenue and Cardella Road. Condition #17 requires the developer to provide documentation as needed by the City Engineer to confirm sufficient capacity exists in the existing storm drain system. Condition #15 requires the project to adhere to the City's Post Construction Standards required to comply with state requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

G) *Bellevue Bridge at Fahrens Creek:* Staff has determined that each remaining development within the Bellevue Ranch area south of Bellevue Road has a financial obligation towards the construction of the Bellevue Road Bridge over Fahrens Creek. This improvement is planned to be installed with Village 21, the commercial property on the south side of Bellevue Road. Staff determined the fair-share fee is $861.00 per dwelling unit. However, staff is currently working with the developer to develop an alternate plan to fund the bridge and other large infrastructure items. If an alternate plan is developed and approved by the City Council, this per lot fee would no longer be required (Condition #13).

Building Design

H) All homes constructed within this subdivision would be required to meet all development standards identified by the BRMDP. The BRMDP approves the following exterior building materials: stucco, masonry, or architectural grade wood siding. Approved roofing materials include tile, wood shake (with acceptable fire rating), and architectural composition shingles (Condition #23). The building facades shall be of high quality design providing varied elevations and color schemes. All designs shall be consistent with the requirements of the BRMDP and Planned Development (P-D) #42 (Condition #24).

Site Design

I) The proposed subdivision consists of an extension of the roads within Village 12. There is a short north/south road and an east/west road that would connect to the street network being constructed for Village 12. The proposed lots within the subdivision would be consistent in size with those within the rest of Village 12 ranging in size from approximately 4,300 square feet to approximately 7,600 square feet. Per the BRMDP, standard single family lots shall be a minimum of 4,000 square feet. Therefore, this proposal is in compliance with this requirement.

Individual lots would be required to meet the setback requirements set forth in the BRMDP which requires a 20-foot setback from the public street right-of-way for all garages, but allows the setback for the living area to be reduced to 15 feet (refer to the diagram at Attachment H and Condition #27).

Park/School

J) The developer is currently working with the Merced City School District on the acquisition of the designated school site on the north side of Arrow Wood Drive at M Street. The relocation of the park site from the south side of Arrow Wood Drive to north of Arrow Wood Drive, adjacent to the school would achieve the policies and implementing actions described in Finding A. Ideally, the City prefers to have parks and schools adjacent to each other. Although the proposed park site is approximately 0.5 acres smaller than the existing park site, being able to have a joint use facility with the school would help make up that difference. Additionally, the better location adjacent to the school helps to offset the slight difference in size.

Neighborhood Impact/Interface

K) The proposed subdivision is adjacent to a single-family subdivision to the south and east (across M Street). Vacant land exists to the north and south (refer to the location map at Attachment A). The proposed use is consistent with the surrounding development and is consistent with the Bellevue Ranch Master Development Plan. There are no land uses adjacent to the new proposed park site.

Public hearing notices were sent out to all property owners within 300 feet of both sites. As of the writing of this report, staff had one phone call inquiring about the development, but no opposition to the development has been voiced.

Environmental Clearance

L) The Planning staff has conducted an environmental review of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and concluded that Environmental Review #16-02 is a second tier environmental document, based upon the City's determination that the proposed development remains consistent with the current General Plan and provisions of CEQA Guidelines, Section 15162 [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)]. A copy of the Section 15162 Findings can be found at Attachment J.

Attachments:

A) Location Map
B) Proposed General Plan Land Use Designations
C) Proposed Changes to Site Utilization Plan
D) VTSM #1308 – Lot A
E) TSM for BRW V 12
F) BRMDP Area
G) TSM #1213 for BR

H) Section 2.8.1 of BRMDP
I) Table 6.1 of BRMDP
J) CEQA Section 15162 Findings
K) Draft Planning Commission Resolution for GPA and SUP Revision
L) Draft Planning Commission Resolution for VTSM #1307

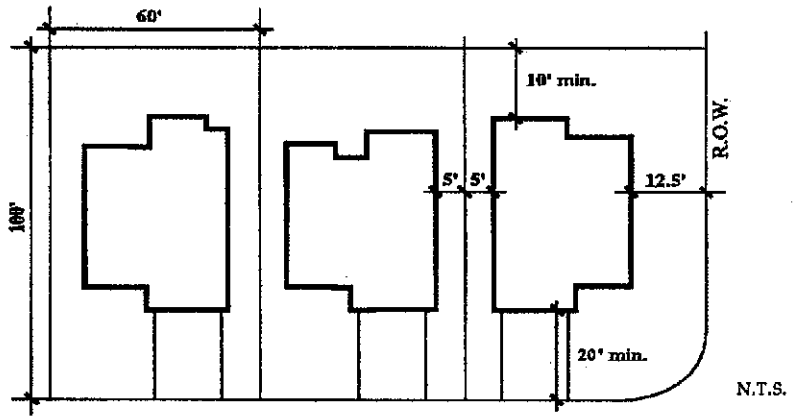
Ref: *N:\SHARED\PLANNING\STAFFREP\SR2018\SR 18-16 - GPA #18-01_SUP REv #13 to P-D #42_VTSM #1307 (BRW).docx*

REFER TO ATTACHMENTS 1 THROUGH 5, 7 THROUGH 10, AND 11 AND 12 OF ADMINISTRATIVE REPORT FOR THE FOLLOWING ATTACHMENTS:

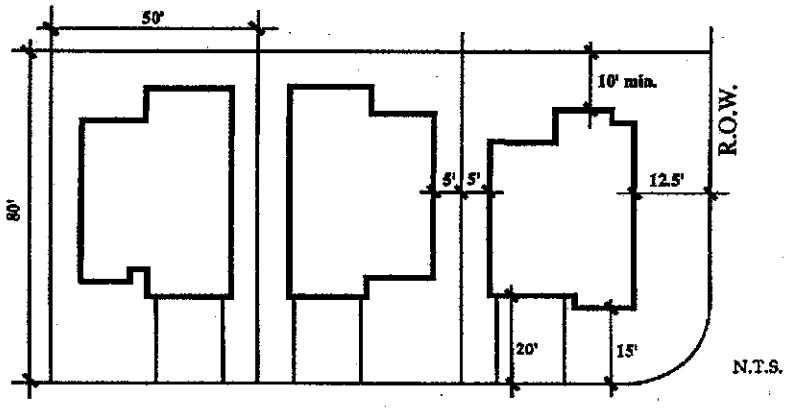
A) Location Map
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I) Table 6.1 of BRMDP
J) CEQA Section 15162 Findings
K) Draft Planning Commission Resolution for GPA and SUP Revision
L) Draft Planning Commission Resolution for VTSM #1307

2.8.1 Standard Single Family

The standard single family detached homes may be built to an average of 4.0 to 5.0 dwelling units per gross acre. Variations in lot sizes, configurations and densities shall be permitted. Densities for the various housing types may fall above or below the density range, as shown on Table 2.1 on page 8, provided that the total units fall within the total dwelling unit range for the standard single family category. Typical lotting configurations for standard single family are illustrated below. These configurations and dimensions are examples only and do not represent specific standards. The underlying standards consistent with the proposed density shall apply to all standard single family lots, with the exception of front setbacks and lot area. Setbacks from the public street right-of-way shall be a minimum of 20 feet from the garage and 15 feet from the living area. The lot area for standard single family shall be a minimum of 4,000 square feet. Acceptable building materials for single family homes may include stucco, masonry, and architectural grade wood siding. Acceptable roof materials may include tile, wood shake and architectural composition shingles.



Typical Lot Layout for Standard Single Family



Typical Lot Layout for Standard Single Family, Wide-Shallow Configuration

Planning Commission Minutes Excerpt
AUGUST 8, 2018

4.1 General Plan Amendment #18-01, Site Utilization Plan Revision #13 to Planned Development #42, and Vesting Tentative Subdivision Map #1307, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots.

Commissioner CAMPER recused herself from the hearing due to a professional conflict associated with the applicant.

Associate Planner NELSON reviewed the report on this item. For further information, refer to Staff Report #18-16.

Secretary's Note: Staff received an email prior to the meeting from KEN TESTA, of the Merced City School District, in support of the project. Ms. NELSON noted this in her presentation and provided copies to the Commission.

Public testimony was opened at 7:15 p.m.

Speaker from the Audience in Favor:

RICK MUMMERT, Benchmark Engineering, Representative of the Applicant, Escalon

There were no speakers from the audience in opposition to the project.

Public testimony was completed at 7:18 p.m.

M/S PADILLA-DYLINA, to find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Findings and ten (10) Conditions set forth in Staff Report #18-16 (RESOLUTION #3098):

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: Commissioner Camper

M/S PADILLA-RASHE, to find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1307, subject to the Findings and thirty (30) Conditions set forth in Staff Report #18-16 (RESOLUTION #3099):

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: None
ABSTAIN: Commissioner Camper

Commissioner CAMPER returned to the dais.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING ENVIRONMENTAL REVIEW #18-44 (CEQA SECTION 15162 FINDINGS) FOR GENERAL PLAN AMENDMENT #18-01 TO AMEND THE LAND USE DESIGNATION FROM OPEN SPACE/PARK (OS) TO LOW-MEDIUM DENSITY RESIDENTIAL (LMD) FOR APPROXIMATELY 5.88 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF M STREET AND ARROW WOOD DRIVE (EXTENDED) AND AMEND THE LAND USE DESIGNATION FROM LOW-MEDIUM DENSITY RESIDENTIAL (LMD) TO OPEN SPACE/PARK (OS) FOR APPROXIMATELY 5.0 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE FUTURE CATHERINE A. HOSTETLER BOULEVARD AND FREEMARK AVENUE (EXTENDED)

WHEREAS, the City is processing an application for a General Plan Amendment for a 5.88 acre portion of land generally located at the southwest corner of M Street and Arrow Wood Drive (extended) and an approximately 5.0 acre of land generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended), both properties more fully described in the legal descriptions attached as Exhibits "A" and "C" and shown on the maps attached as Exhibits "B" and "D," all of which are incorporated herein by this reference; and

WHEREAS, the Planning Commission of the City of Merced held a noticed public hearing on August 8, 2018, at which time all those interested in the matter were provided the opportunity to speak or provide written or oral testimony regarding the application; and

WHEREAS, after hearing all of the evidence and testimony and after exercising its independent judgment and review, the Planning Commission adopted Resolution #3098, attached hereto as Exhibit "E," and incorporated herein by

reference, recommending that the City Council approve General Plan Amendment #18-01; and

WHEREAS, the City Council held a noticed public hearing on September 17, 2018, at which time all those interested in the matter were provided the opportunity to speak or to provide written or oral testimony regarding the application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCED AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENT ADOPTION. The General Plan of the City of Merced is hereby amended by approving General Plan Amendment #18-01, which changes the General Plan designation for an approximately 5.88 acre parcel of land generally located at the southwest corner of M Street and Arrow Wood Drive (extended) from Open Space/Park (OS) to Low-Medium Density Residential (LMD) and the General Plan designation for an approximately 5.0 acre parcel of land generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended) from Low-Medium Density Residential (LMD) to Open Space/Park (OS) as shown on Exhibit "F" attached hereto.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

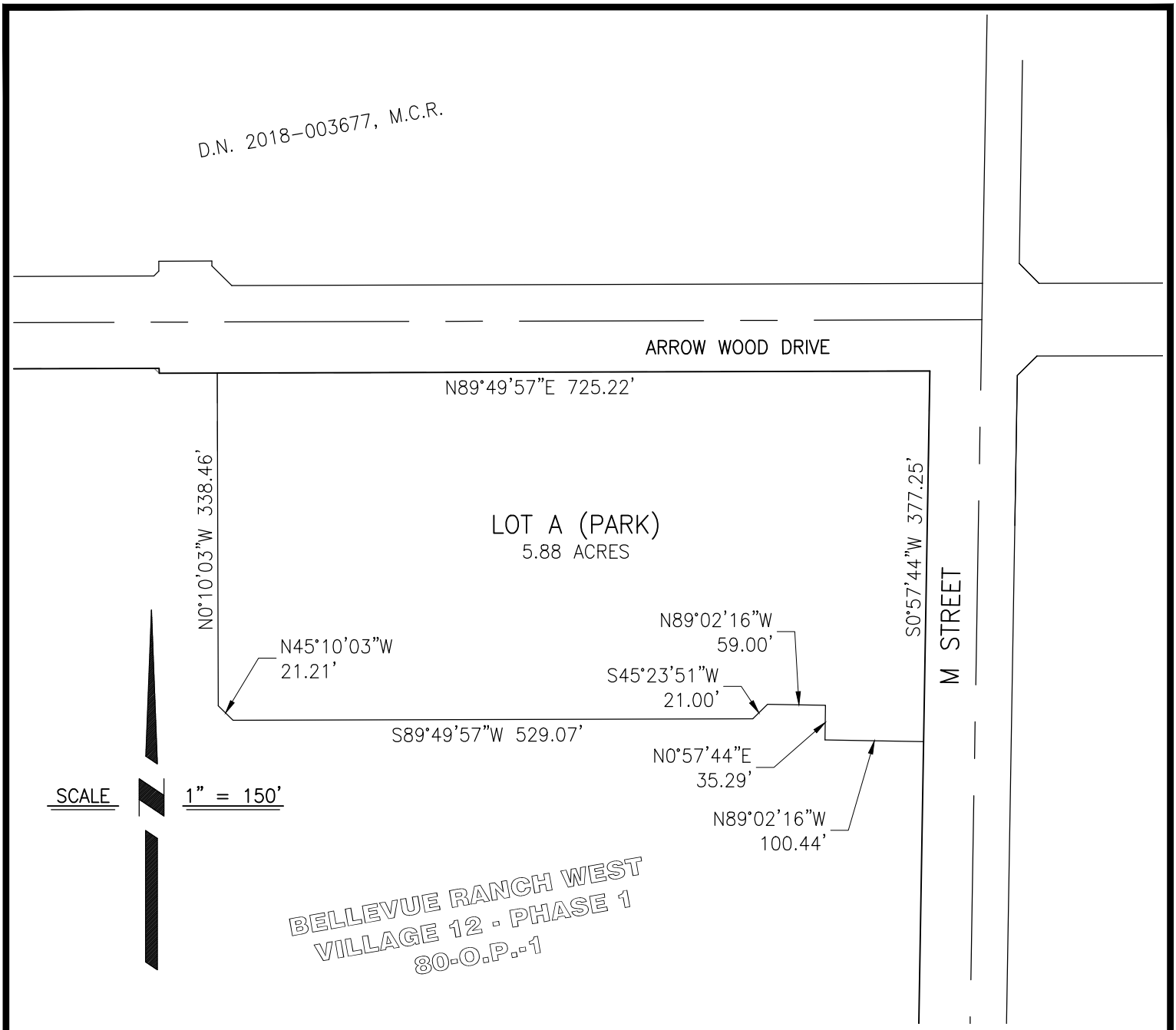
K Flores 8/28/18
City Attorney Date

LEGAL DESCRIPTION

VILLAGE 12, PHASE 1, LOT A

All that certain real property situate, lying, and being Lot A (Park), as shown on that certain map of "Bellevue Ranch West, Village 12 – Phase 1", filed in Volume 80 of Official Plats, at Pages 1 through 6, Merced County Records, lying in the City of Merced, County of Merced, State of California.

Containing a total of 5.88 acres, more or less.



NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.

DATE: 8/10/2018 10:04 FILE: M:\125971\Survey Drawings\PARK SITE\LOT A.dwg

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17TH STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9300 FAX:(209) 548-9305

PHASE 1 - LOT A
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	1 OF 2
JOB:	125971

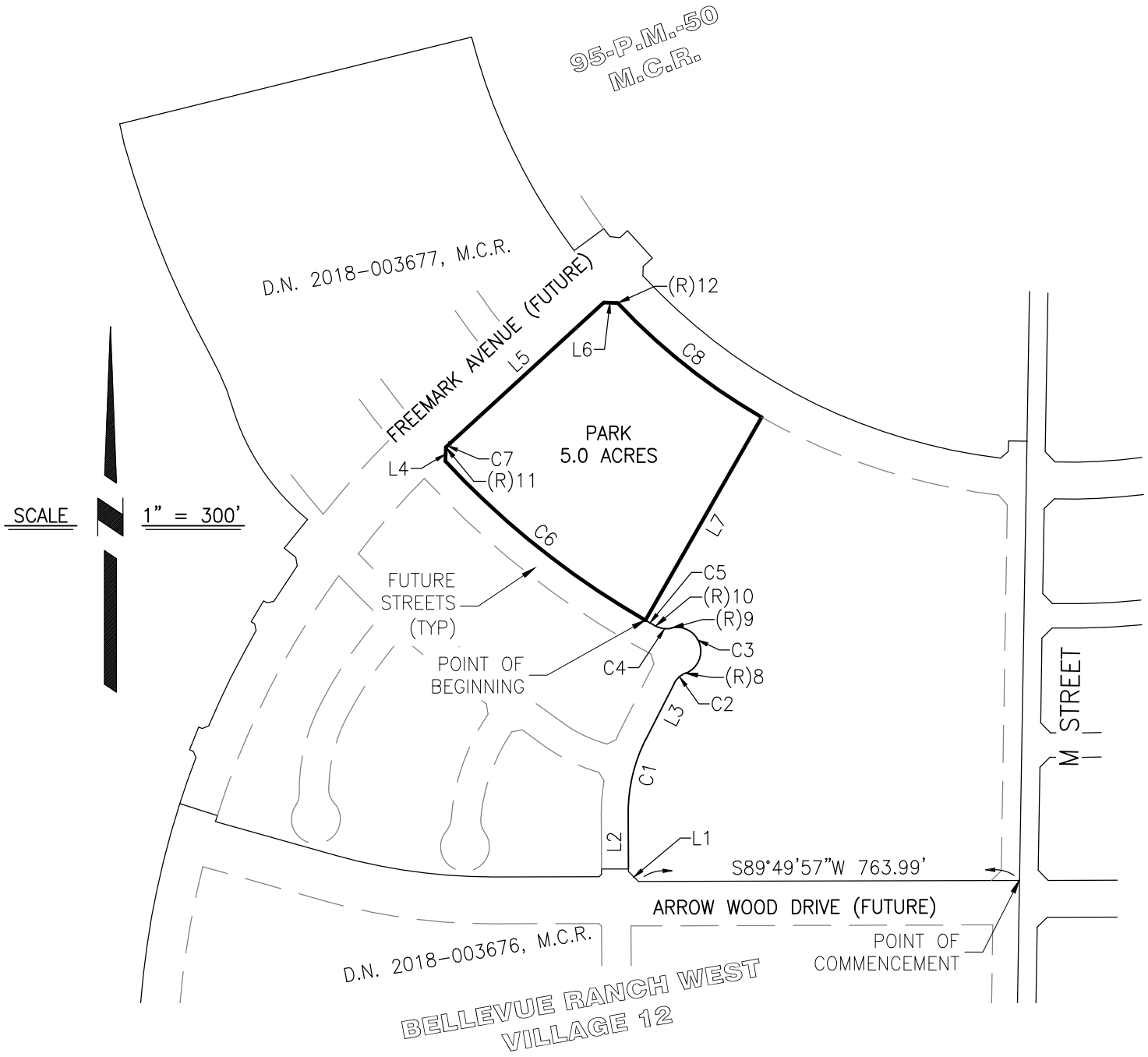
LEGAL DESCRIPTION

PROPOSED CITY PARK SITE

All that certain real property situate, lying, and being a portion of Adjusted Lot 1 as described in Certificate of Compliance #2017-09, filed as Document No. 2018-003677, Merced County Records, lying in the City of Merced, County of Merced, State of California, being more particularly described as follows:

COMMENCING at the southeast corner of said Adjusted Lot 1, thence along the southerly line of said Adjusted Lot 1, South 89°49'57" West 763.99 feet; thence, continuing along the southerly line of said Adjusted Lot 1, North 45°10'03" West 28.28 feet; thence North 0°10'03" West 116.56 feet, to the beginning of a curve, concave to the southeast, having a radius of 325.50 feet and a central angle of 27°09'46"; thence, along the arc of said curve, 154.31 feet; thence North 26°59'43" East 124.53 feet, to the beginning of a curve, concave to the southeast, having a radius of 44.50 feet and a central angle of 41°24'35"; thence, along the arc of said curve, 32.16 feet, to the beginning of a reverse curve, concave to the southwest, from which a radial line bears South 21°35'42" East, having a radius of 47.50 feet, and a central angle of 171°48'06"; thence, along the arc of said curve, 142.43 feet, to the beginning of a reverse curve, concave to the north, from which a radial line bears North 13°23'47" West, having a radius of 44.50 feet, and a central angle of 42°26'54"; thence, along the arc of said curve, 32.97 feet, to the beginning of a compound curve, concave to the northeast, from which a radial line bears North 29°03'06" East, having a radius of 1706.00 feet, and a central angle of 0°47'24; thence, along the arc of said curve, 23.52 feet, to the beginning of a compound curve, concave to the northeast, from which a radial line bears North 29°50'30" East, having a radius of 1706.00 feet, and a central angle of 17°15'46"; said point also being the POINT OF BEGINNING of this description; thence, along the arc of said curve, 514.01 feet; thence North 2°08'33" East 28.30 feet, to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 42°49'11" East, having a radius of 1713.00 feet, and a central angle of 0°22'03; thence, along the arc of said curve, 10.99 feet; thence North 47°32'52" East 418.16 feet; thence South 87°44'55" East 28.14 feet, to the beginning of a non-tangent curve, concave to the northeast, from which a radial line bears North 46°57'18" East, having a radius of 1237.00 feet, and a central angle of 17°06'48"; thence, along the arc of said curve, 369.47 feet; thence South 29°50'30" West 469.00 feet, to the point of beginning.

Containing a total of 5.0 acres, more or less.



NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.
3. SEE SHEET 2 FOR LINE AND CURVE DATA TABLES.

DATE: 8/10/2018 9:31 FILE: M:\125971\Survey Drawings\PARK SITE\BRW-PARK.dwg

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PARK SITE
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	1 OF 2
JOB:	125971

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N45°10'03"W	28.28'
L2	N0°10'03"W	116.56'
L3	N26°59'43"E	124.53'
L4	N2°08'33"E	28.30'
L5	N47°32'52"E	418.16'
L6	S87°44'55"E	28.14'
L7	S29°50'30"W	469.00'

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°09'46"	325.50'	154.31'
C2	41°24'35"	44.50'	32.16'
C3	171°48'06"	47.50'	142.43'
C4	42°26'54"	44.50'	32.97'
C5	0°47'24"	1706.00'	23.52'
C6	17°15'46"	1706.00'	514.01'
C7	0°22'03"	1713.00'	10.99'
C8	17°06'48"	1237.00'	369.47'

RADIAL BEARING DATA	
RADIAL	BEARING
(R)8	S21°35'42"E
(R)9	N13°23'47"W
(R)10	N29°03'06"E
(R)11	S42°49'11"E
(R)12	N46°57'18"E

DATE: 8/10/2018 9:31 FILE: M:\125971\Survey Drawings\PARK SITE\BRW-PARK.dwg

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17TH STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9300 FAX:(209) 548-9305

PARK SITE

BELLEVUE RANCH WEST

MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	2 OF 2
JOB:	125971

CITY OF MERCED
Planning Commission

Resolution #3098

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner DYLINA, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:GPA #18-01/SUP Rev #13 to PD #42 (GPA Res)

Conditions of Approval
Planning Commission Resolution #3098
General Plan Amendment #18-01 and Site Utilization Plan #13 to Planned Development (PD) #42

1. The General Plan designation shall be changed from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for Lot A and changed from Low-Medium Density Residential (LMD) to Open Space/Park for 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended) as shown on Exhibit A. The Site Utilization Plan for Planned Development (P-D) #42 shall be modified to change the designation from Park to Single-Family Residential for Lot A and from Single-Family Residential to Park for the 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended), also shown on Exhibits 1 and 2 - Attachments B and C of Staff Report #18-16.

2. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

4. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such

fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

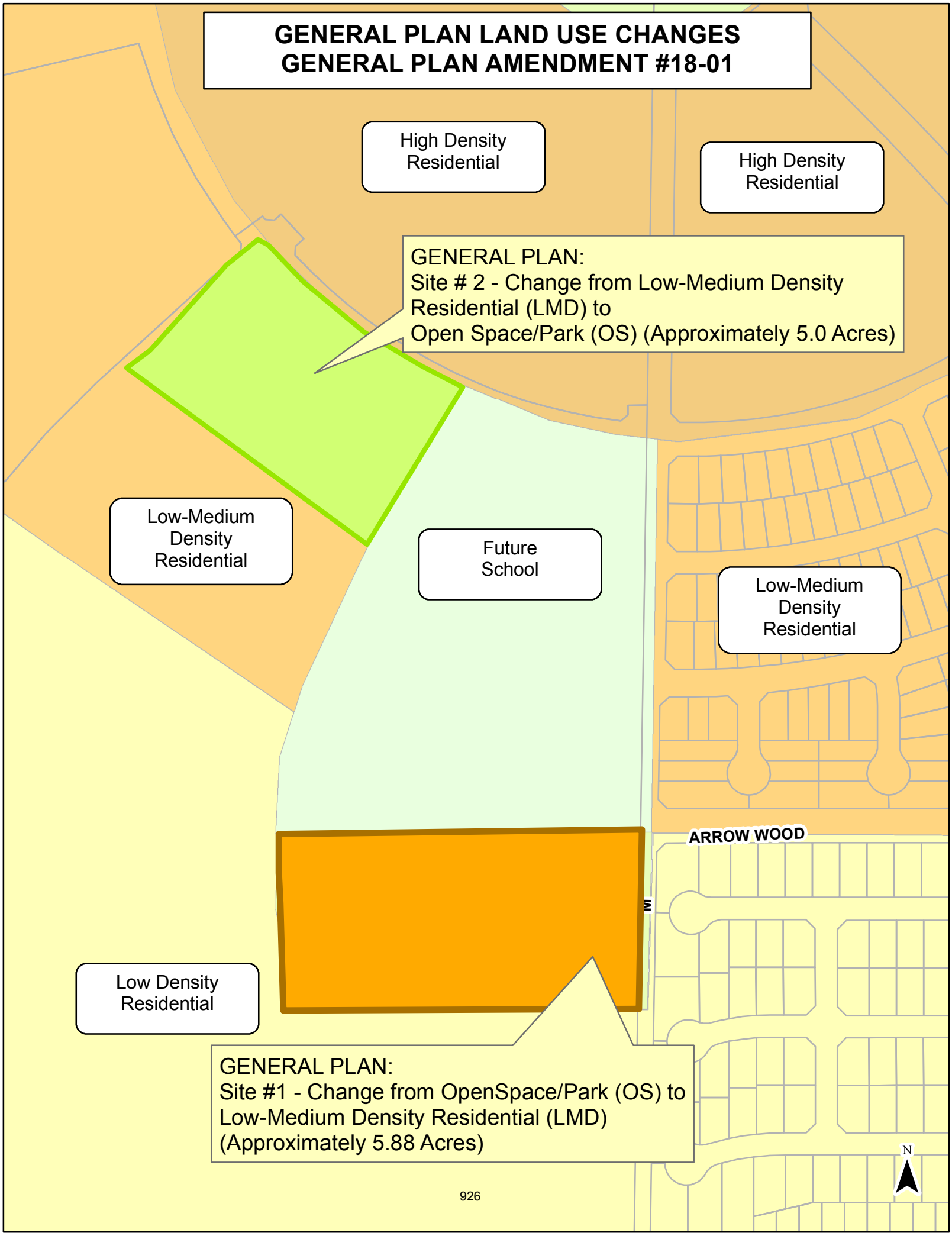
7. The new park site shall be dedicated by separate deed for "Park Purposes."

8. The dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

9. The new park site at the southeast corner of Freemark Avenue and Catherine A Hostetler Blvd. shall be dedicated for park use by a separate document. This shall occur either prior to or simultaneously with the recordation of the City's vacation of Lot A.

10. Street frontage improvements, including curb, gutter, sidewalks, and park strips for the new park site at the southeast corner of Catherine A Hostetler Boulevard and Freemark Avenue shall be installed with the construction of Lot 17-C (consistent with the approval of Tentative Map #1308 for Bellevue Ranch West).

n:shared:planning:PC Resolutions:GPA#18-01/SUP Rev#13 to PD #42 Exhibit A


GENERAL PLAN LAND USE CHANGES
GENERAL PLAN AMENDMENT #18-01
High Density Residential
High Density Residential
GENERAL PLAN:
Site # 2 - Change from Low-Medium Density Residential (LMD) to
Open Space/Park (OS) (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
GENERAL PLAN:
Site #1 - Change from OpenSpace/Park (OS) to Low-Medium Density Residential (LMD)
(Approximately 5.88 Acres)
N

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING SITE UTILIZATION PLAN REVISION #13 TO PLANNED DEVELOPMENT (P-D) #42 CHANGING THE LAND USE DESIGNATION FROM PARK TO SINGLE-FAMILY RESIDENTIAL FOR APPROXIMATELY 5.88 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF M STREET AND ARROW WOOD DRIVE (EXTENDED) AND CHANGING THE LAND USE DESIGNATION FROM SINGLE-FAMILY RESIDENTIAL TO PARK FOR APPROXIMATELY 5.0 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE FUTURE CATHERINE A. HOSTETLER BOULEVARD AND FREEMARK AVENUE (EXTENDED)

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. The property described in Exhibits A and C and shown on the maps at Exhibits B and D, attached hereto, and by reference made a part of this Ordinance, is hereby re-designated as shown on said Official Site Utilization Plan as follows: Site No. 1 is changed from "Park" to "Single-Family Residential" and Site No. 2 is changed from "Single-Family Residential" to "Park" as shown on the map at Exhibit E.

SECTION 2. CHANGE OF MAP. The Director of Development Services is hereby directed to make the appropriate markings on the Official Site Utilization Plan for Planned Development #42 in conformance with this Ordinance and the provisions of Title 20 of the Merced Municipal Code.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction,

such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2018, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2018, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

K Hoare 8/28/18

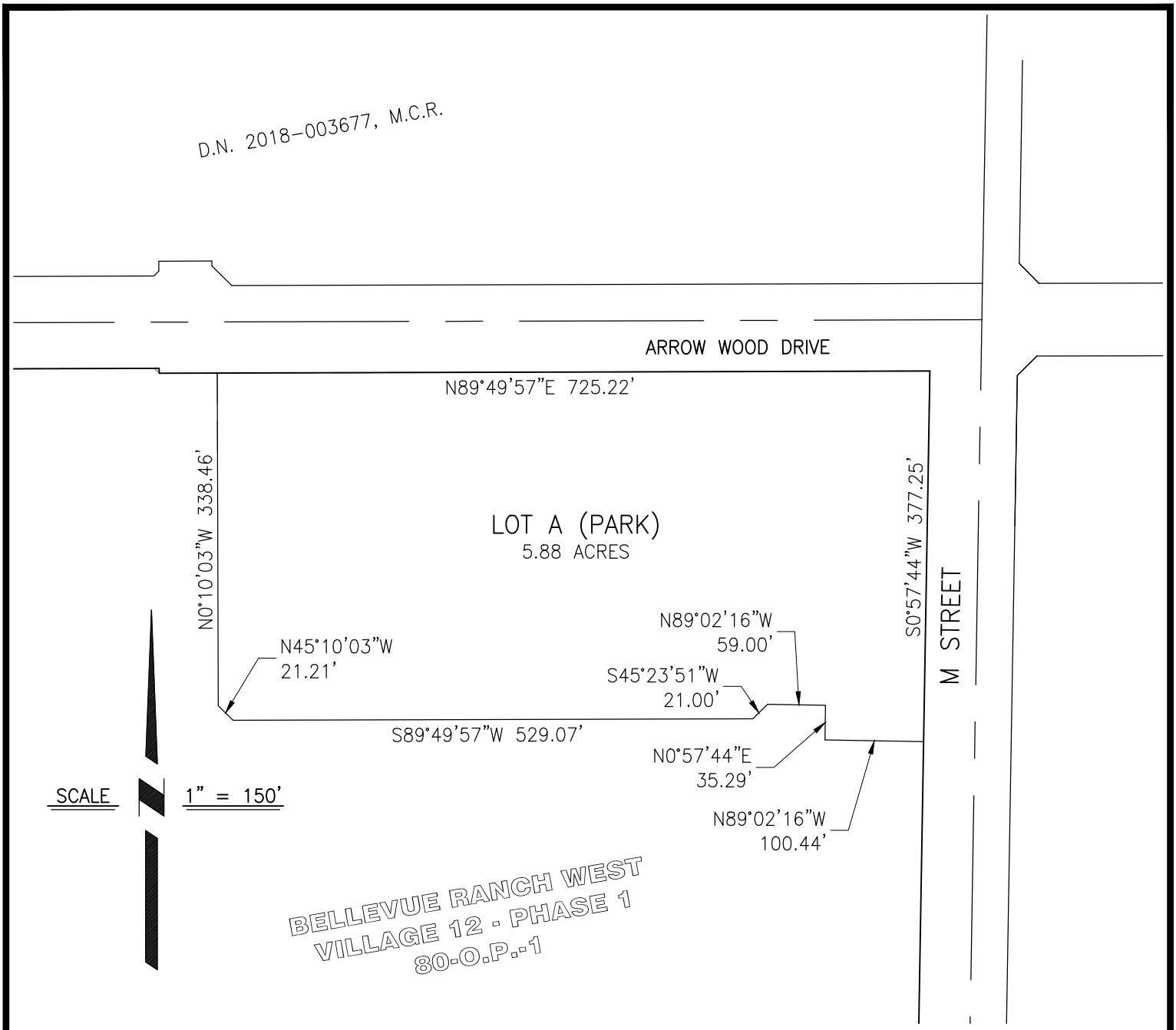
City Attorney Date

LEGAL DESCRIPTION

VILLAGE 12, PHASE 1, LOT A

All that certain real property situate, lying, and being Lot A (Park), as shown on that certain map of "Bellevue Ranch West, Village 12 – Phase 1", filed in Volume 80 of Official Plats, at Pages 1 through 6, Merced County Records, lying in the City of Merced, County of Merced, State of California.

Containing a total of 5.88 acres, more or less.



NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.

DATE: 8/10/2018 10:04 FILE: M:\125971\Survey Drawings\PARK SITE\LOT A.dwg

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17TH STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9300 FAX:(209) 548-9305

PHASE 1 - LOT A
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	1 OF 2
JOB:	125971

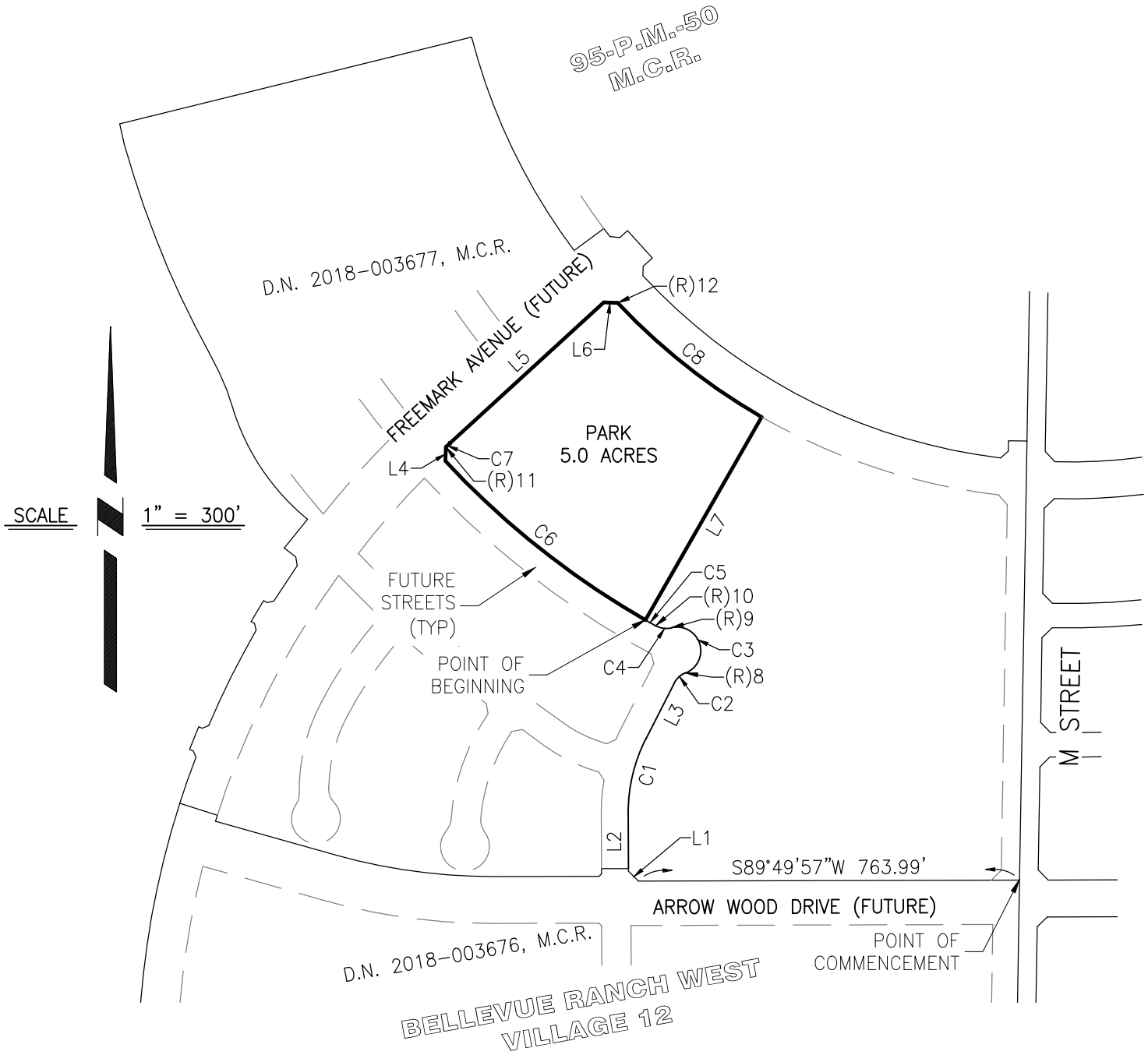
LEGAL DESCRIPTION

PROPOSED CITY PARK SITE

All that certain real property situate, lying, and being a portion of Adjusted Lot 1 as described in Certificate of Compliance #2017-09, filed as Document No. 2018-003677, Merced County Records, lying in the City of Merced, County of Merced, State of California, being more particularly described as follows:

COMMENCING at the southeast corner of said Adjusted Lot 1, thence along the southerly line of said Adjusted Lot 1, South 89°49'57" West 763.99 feet; thence, continuing along the southerly line of said Adjusted Lot 1, North 45°10'03" West 28.28 feet; thence North 0°10'03" West 116.56 feet, to the beginning of a curve, concave to the southeast, having a radius of 325.50 feet and a central angle of 27°09'46"; thence, along the arc of said curve, 154.31 feet; thence North 26°59'43" East 124.53 feet, to the beginning of a curve, concave to the southeast, having a radius of 44.50 feet and a central angle of 41°24'35"; thence, along the arc of said curve, 32.16 feet, to the beginning of a reverse curve, concave to the southwest, from which a radial line bears South 21°35'42" East, having a radius of 47.50 feet, and a central angle of 171°48'06"; thence, along the arc of said curve, 142.43 feet, to the beginning of a reverse curve, concave to the north, from which a radial line bears North 13°23'47" West, having a radius of 44.50 feet, and a central angle of 42°26'54"; thence, along the arc of said curve, 32.97 feet, to the beginning of a compound curve, concave to the northeast, from which a radial line bears North 29°03'06" East, having a radius of 1706.00 feet, and a central angle of 0°47'24; thence, along the arc of said curve, 23.52 feet, to the beginning of a compound curve, concave to the northeast, from which a radial line bears North 29°50'30" East, having a radius of 1706.00 feet, and a central angle of 17°15'46"; said point also being the POINT OF BEGINNING of this description; thence, along the arc of said curve, 514.01 feet; thence North 2°08'33" East 28.30 feet, to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 42°49'11" East, having a radius of 1713.00 feet, and a central angle of 0°22'03; thence, along the arc of said curve, 10.99 feet; thence North 47°32'52" East 418.16 feet; thence South 87°44'55" East 28.14 feet, to the beginning of a non-tangent curve, concave to the northeast, from which a radial line bears North 46°57'18" East, having a radius of 1237.00 feet, and a central angle of 17°06'48"; thence, along the arc of said curve, 369.47 feet; thence South 29°50'30" West 469.00 feet, to the point of beginning.

Containing a total of 5.0 acres, more or less.



NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.
3. SEE SHEET 2 FOR LINE AND CURVE DATA TABLES.

DATE: 8/10/2018 9:31 FILE: M:\125971\Survey Drawings\PARK SITE\BRW-PARK.dwg

BENCHMARK ENGINEERING, INC.
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(209) 548-9300 FAX:(209) 548-9305

PARK SITE
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	1 OF 2
JOB:	125971

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N45°10'03"W	28.28'
L2	N0°10'03"W	116.56'
L3	N26°59'43"E	124.53'
L4	N2°08'33"E	28.30'
L5	N47°32'52"E	418.16'
L6	S87°44'55"E	28.14'
L7	S29°50'30"W	469.00'

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°09'46"	325.50'	154.31'
C2	41°24'35"	44.50'	32.16'
C3	171°48'06"	47.50'	142.43'
C4	42°26'54"	44.50'	32.97'
C5	0°47'24"	1706.00'	23.52'
C6	17°15'46"	1706.00'	514.01'
C7	0°22'03"	1713.00'	10.99'
C8	17°06'48"	1237.00'	369.47'

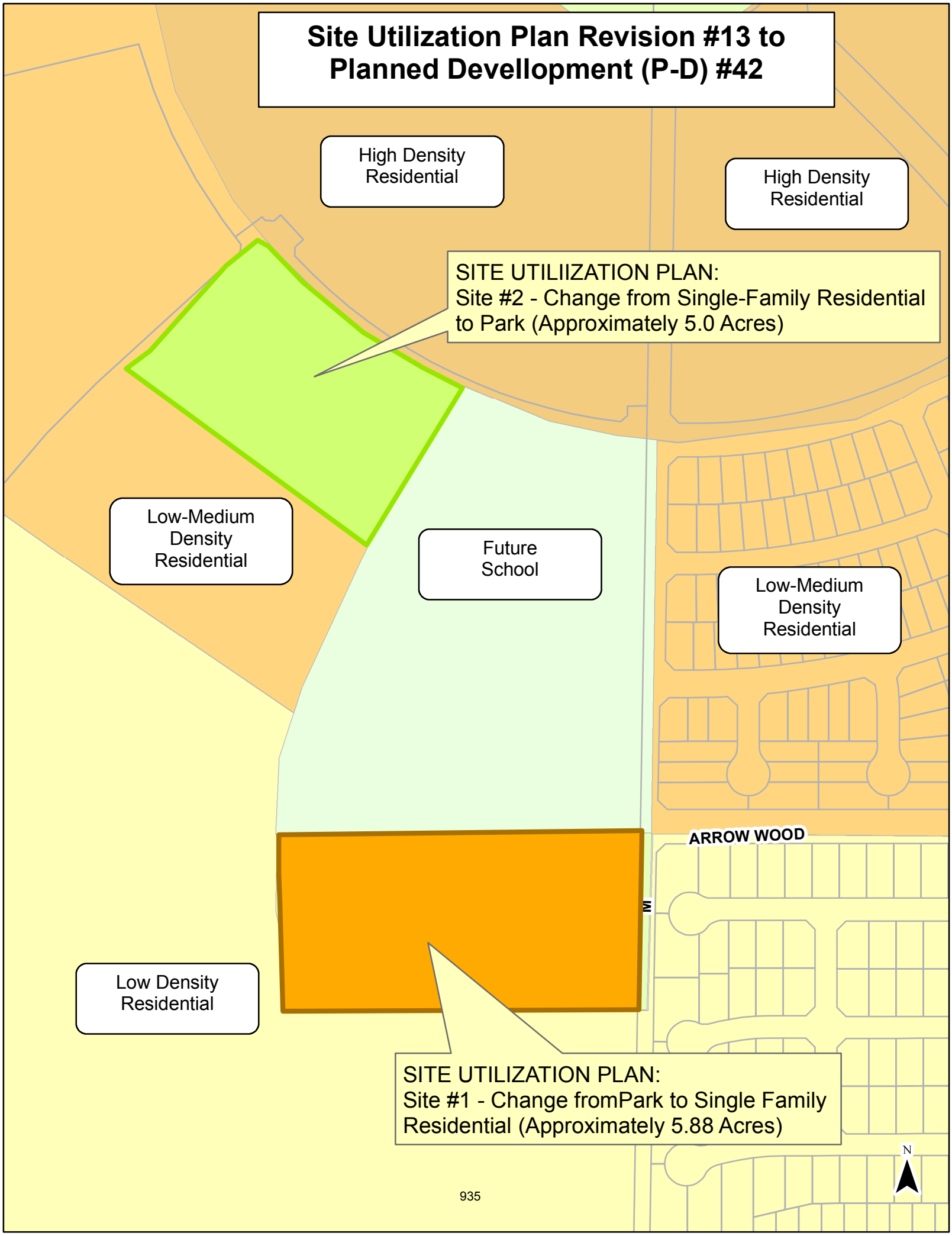
RADIAL BEARING DATA	
RADIAL	BEARING
(R)8	S21°35'42"E
(R)9	N13°23'47"W
(R)10	N29°03'06"E
(R)11	S42°49'11"E
(R)12	N46°57'18"E

DATE: 8/10/2018 9:31 FILE: M:\125971\Survey Drawings\PARK SITE\BRW-PARK.dwg

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PARK SITE
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY: SYD
DATE: 2018-08-10
SHEET: 2 OF 2
JOB: 125971


Site Utilization Plan Revision #13 to Planned Devellopment (P-D) #42
High Density Residential
High Density Residential
SITE UTILIIZATION PLAN:
Site #2 - Change from Single-Family Residential to Park (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
SITE UTILIZATION PLAN:
Site #1 - Change fromPark to Single Family Residential (Approximately 5.88 Acres)
N
935

RECORDING REQUESTED BY:

City of Merced, A California charter municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

(Above for Recorder's Use Only)

LEGISLATIVE ACTION AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City") and the Baxter Ranches, LLC., a California Limited Liability Company ("Owner").

W I T N E S S E T H

WHEREAS, Owner has applied to the City for General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42 (the Entitlements) for approximately 5.0 acres generally located at the southeast corner of the future Catherine A. Hostetler Boulevard and Freemark Avenue (extended), and as legally described on Exhibit "A" and shown on the map at Exhibit "B," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, City is willing to consider the Owner's request provided that certain conditions are met; and

WHEREAS, the Owner is willing to enter into this Legislative Action Agreement with respect to the Property and the project contemplated by the

Entitlements (the "Project") should the Entitlements be approved or conditionally approved by the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. The Owner, for themselves and all successors thereto, agree to pay all City and school district fees, taxes, and/or assessments applicable to the Property and the Project in effect on the date of subdivision and/or permit approval, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or assessments which are in effect at the time building permits are issued, which may include public facility impact fees, other impact fees as applicable, and any Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc., and to comply with the additional conditions set forth in Planning Commission Resolution #3098, and Exhibit "C" attached hereto and incorporated herein by this reference. Payment shall be made at the time of building permit issuance unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time. The foregoing obligation shall apply to each Owner with respect to the portion of the Property owned by that Owner at the time payment or performance is due.

2. The Owner desires to comply with the conditions of approval set forth on Exhibit "C" and within this Agreement with respect to development of the Project and acknowledges that the conditions are necessary to mitigate the environmental impact caused by the Owner's development of the Project on the Property or are necessary to offset the costs to the City generated by the Owner's development of the Project including sewer connection costs pursuant to Chapter

15.16 of the Merced Municipal Code. The foregoing obligation shall apply to each Owner with respect to the portion of the Property owned by that Owner at the time compliance is required.

3. The Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

4. The Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and its/their officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments (hereinafter "Claims") against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul the approval of the Entitlements by the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the Entitlements. Furthermore, the Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which the Owner's Project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Owner shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. City, on its part, agrees to approve the Entitlements in accordance with Exhibits "D" and "E".

6. No building permit or other permit shall be issued for the Project that is not in compliance with this Agreement.

7. It is expressly agreed that this Agreement is not intended to limit the power of the City to impose other requirements, limitations, or fees, etc., as a condition of development, and does not relieve the Owner from complying with all other requirements that may be imposed as a condition of development, whether now in existence or hereinafter imposed by the City whether by zone change, subdivision map approval, ordinance, resolution, use permit, or otherwise. The parties agree that this Paragraph does not apply to the approval of the final map and issuance of building permits for project(s) subject to this Agreement on the property described in Exhibit "A" and shown on Exhibit "B."

8. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A" and shown on Exhibit "B."

9. The Owner agrees to comply with and abide by all conditions set forth by the City relating to the development of the property subject to this Agreement.

10. In the event of default by the Owner, and in addition to any other remedy available to the City, the City shall have the right to rezone the land back to its original designation.

11. In the event that either City or the Owner 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.

12. 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.

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

14. 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.

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: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: K Flores 8/28/18
City Attorney Date

X:\Agreements\Planning\2018\Legislative Action Agreement - Baxter Ranches Re Hostetler Blvd & Freemark Ave.docx

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

OWNER
BAXTER RANCHES, LLC
A California Limited Liability Company

By: _____
Greg Hostetler

Its: Chief Executive Officer

TAX PAYER ID: _____

ADDRESS: 923 E. Pacheco Blvd.

Los Banos, CA 93665

TELEPHONE: 209-826-6200
FAX: _____
EMAIL: almondranch@gmail.com

{SIGNATURES MUST BE NOTARIZED}

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On August 31, 2018 before me, Stephani R. Davis, Notary Public
(insert name and title of the officer)

personally appeared Greg Hostetler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEPHANI R. DAVIS
Notary Public - California
Merced County
Commission # 2150911
My Comm. Expires Apr 28, 2020

Signature S. Davis (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

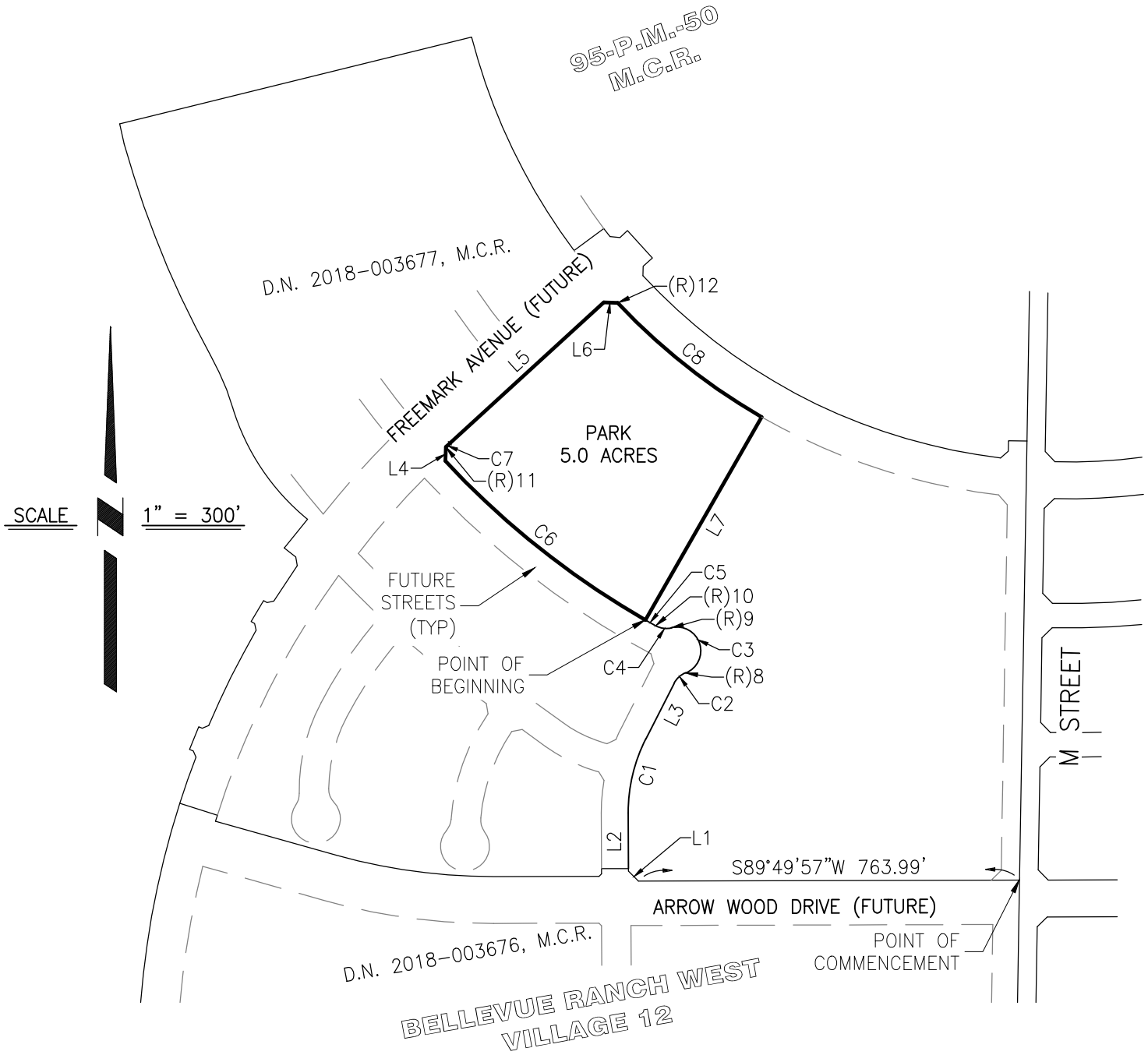
LEGAL DESCRIPTION

PROPOSED CITY PARK SITE

All that certain real property situate, lying, and being a portion of Adjusted Lot 1 as described in Certificate of Compliance #2017-09, filed as Document No. 2018-003677, Merced County Records, lying in the City of Merced, County of Merced, State of California, being more particularly described as follows:

COMMENCING at the southeast corner of said Adjusted Lot 1, thence along the southerly line of said Adjusted Lot 1, South 89°49'57" West 763.99 feet; thence, continuing along the southerly line of said Adjusted Lot 1, North 45°10'03" West 28.28 feet; thence North 0°10'03" West 116.56 feet, to the beginning of a curve, concave to the southeast, having a radius of 325.50 feet and a central angle of 27°09'46"; thence, along the arc of said curve, 154.31 feet; thence North 26°59'43" East 124.53 feet, to the beginning of a curve, concave to the southeast, having a radius of 44.50 feet and a central angle of 41°24'35"; thence, along the arc of said curve, 32.16 feet, to the beginning of a reverse curve, concave to the southwest, from which a radial line bears South 21°35'42" East, having a radius of 47.50 feet, and a central angle of 171°48'06"; thence, along the arc of said curve, 142.43 feet, to the beginning of a reverse curve, concave to the north, from which a radial line bears North 13°23'47" West, having a radius of 44.50 feet, and a central angle of 42°26'54"; thence, along the arc of said curve, 32.97 feet, to the beginning of a compound curve, concave to the northeast, from which a radial line bears North 29°03'06" East, having a radius of 1706.00 feet, and a central angle of 0°47'24; thence, along the arc of said curve, 23.52 feet, to the beginning of a compound curve, concave to the northeast, from which a radial line bears North 29°50'30" East, having a radius of 1706.00 feet, and a central angle of 17°15'46"; said point also being the POINT OF BEGINNING of this description; thence, along the arc of said curve, 514.01 feet; thence North 2°08'33" East 28.30 feet, to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 42°49'11" East, having a radius of 1713.00 feet, and a central angle of 0°22'03; thence, along the arc of said curve, 10.99 feet; thence North 47°32'52" East 418.16 feet; thence South 87°44'55" East 28.14 feet, to the beginning of a non-tangent curve, concave to the northeast, from which a radial line bears North 46°57'18" East, having a radius of 1237.00 feet, and a central angle of 17°06'48"; thence, along the arc of said curve, 369.47 feet; thence South 29°50'30" West 469.00 feet, to the point of beginning.

Containing a total of 5.0 acres, more or less.



NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.
3. SEE SHEET 2 FOR LINE AND CURVE DATA TABLES.

DATE: 8/10/2018 9:31 FILE: M:\125971\Survey Drawings\PARK SITE\BRW-PARK.dwg

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17TH STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9300 FAX:(209) 548-9305

PARK SITE
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	1 OF 2
JOB:	125971

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N45°10'03"W	28.28'
L2	N0°10'03"W	116.56'
L3	N26°59'43"E	124.53'
L4	N2°08'33"E	28.30'
L5	N47°32'52"E	418.16'
L6	S87°44'55"E	28.14'
L7	S29°50'30"W	469.00'

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°09'46"	325.50'	154.31'
C2	41°24'35"	44.50'	32.16'
C3	171°48'06"	47.50'	142.43'
C4	42°26'54"	44.50'	32.97'
C5	0°47'24"	1706.00'	23.52'
C6	17°15'46"	1706.00'	514.01'
C7	0°22'03"	1713.00'	10.99'
C8	17°06'48"	1237.00'	369.47'

RADIAL BEARING DATA	
RADIAL	BEARING
(R)8	S21°35'42"E
(R)9	N13°23'47"W
(R)10	N29°03'06"E
(R)11	S42°49'11"E
(R)12	N46°57'18"E

DATE: 8/10/2018 9:31 FILE: M:\125971\Survey Drawings\PARK SITE\BRW-PARK.dwg

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(209) 548-9300 FAX:(209) 548-9305

PARK SITE

BELLEVUE RANCH WEST

MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	2 OF 2
JOB:	125971

CITY OF MERCED
Planning Commission

Resolution #3098

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner DYLINA, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:GPA #18-01/SUP Rev #13 to PD #42 (GPA Res)

Conditions of Approval
Planning Commission Resolution #3098
General Plan Amendment #18-01 and Site Utilization Plan #13 to Planned Development (PD) #42

1. The General Plan designation shall be changed from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for Lot A and changed from Low-Medium Density Residential (LMD) to Open Space/Park for 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended) as shown on Exhibit A. The Site Utilization Plan for Planned Development (P-D) #42 shall be modified to change the designation from Park to Single-Family Residential for Lot A and from Single-Family Residential to Park for the 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended), also shown on Exhibits 1 and 2 - Attachments B and C of Staff Report #18-16.

2. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

4. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such

fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

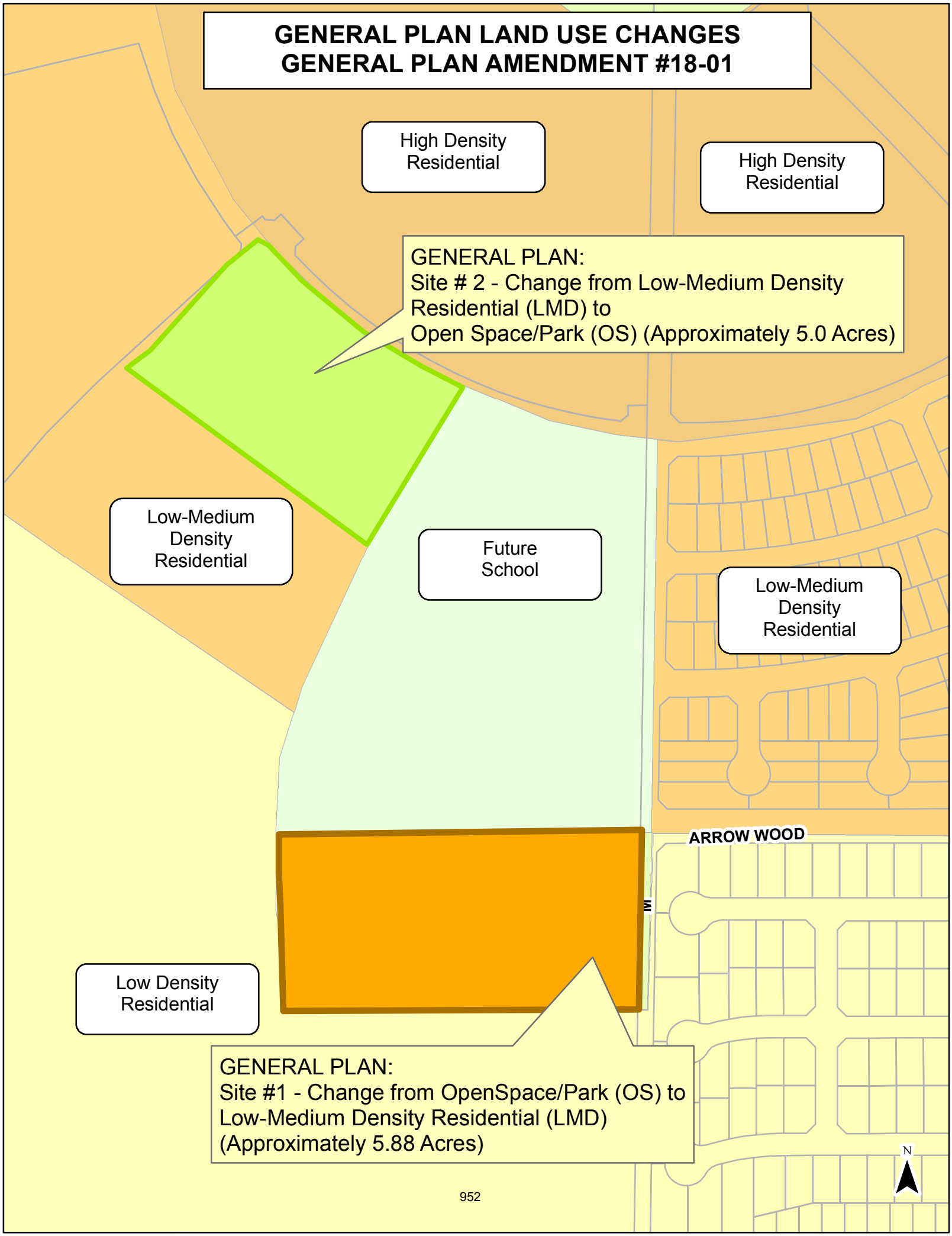
7. The new park site shall be dedicated by separate deed for "Park Purposes."

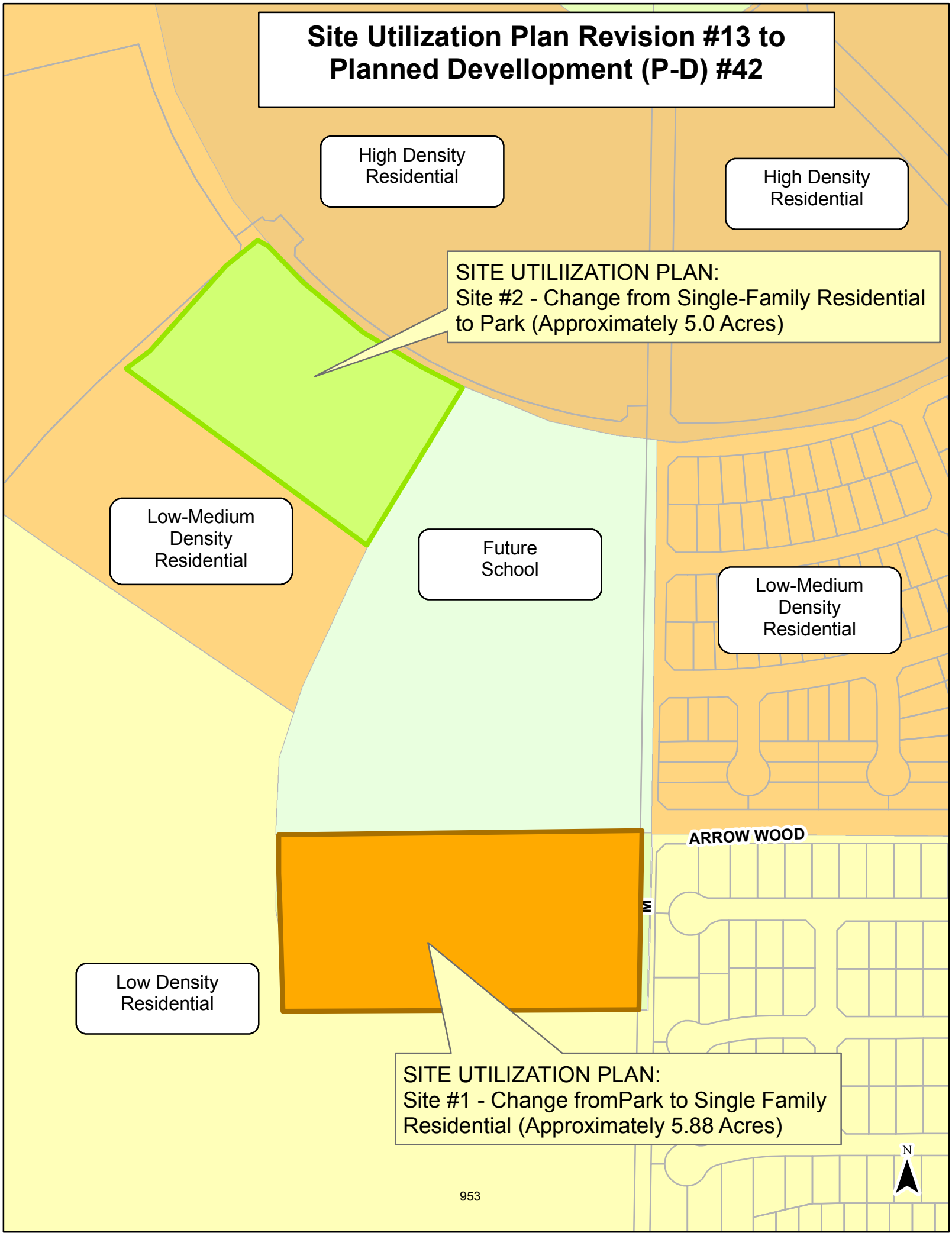
8. The dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

9. The new park site at the southeast corner of Freemark Avenue and Catherine A Hostetler Blvd. shall be dedicated for park use by a separate document. This shall occur either prior to or simultaneously with the recordation of the City's vacation of Lot A.

10. Street frontage improvements, including curb, gutter, sidewalks, and park strips for the new park site at the southeast corner of Catherine A Hostetler Boulevard and Freemark Avenue shall be installed with the construction of Lot 17-C (consistent with the approval of Tentative Map #1308 for Bellevue Ranch West).

n:shared:planning:PC Resolutions:GPA#18-01/SUP Rev#13 to PD #42 Exhibit A


GENERAL PLAN LAND USE CHANGES
GENERAL PLAN AMENDMENT #18-01
High Density Residential
High Density Residential
GENERAL PLAN:
Site # 2 - Change from Low-Medium Density Residential (LMD) to
Open Space/Park (OS) (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
GENERAL PLAN:
Site #1 - Change from OpenSpace/Park (OS) to Low-Medium Density Residential (LMD)
(Approximately 5.88 Acres)
N


Site Utilization Plan Revision #13 to Planned Devellopment (P-D) #42
High Density Residential
High Density Residential
SITE UTILIIZATION PLAN:
Site #2 - Change from Single-Family Residential to Park (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
SITE UTILIZATION PLAN:
Site #1 - Change fromPark to Single Family Residential (Approximately 5.88 Acres)
N

RECORDING REQUESTED BY:

City of Merced, A California charter municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

(Above for Recorder's Use Only)

LEGISLATIVE ACTION AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City") and the Stonefield Home, Inc., a California Corporation ("Owner").

W I T N E S S E T H

WHEREAS, Owner has applied to the City for General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42 (the Entitlements) for approximately 5.88 acres generally located at the southwest corner of M Street and Arrow Wood Drive (extended), and as legally described on Exhibit "A" and shown on the map at Exhibit "B," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, City is willing to consider the Owner's request provided that certain conditions are met; and

WHEREAS, the Owner is willing to enter into this Legislative Action Agreement with respect to the Property and the project contemplated by the

Entitlements (the "Project") should the Entitlements be approved or conditionally approved by the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. The Owner, for themselves and all successors thereto, agree to pay all City and school district fees, taxes, and/or assessments applicable to the Property and the Project in effect on the date of subdivision and/or permit approval, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or assessments which are in effect at the time building permits are issued, which may include public facility impact fees, other impact fees as applicable, and any Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc., and to comply with the additional conditions set forth in Planning Commission Resolution #3098, and Exhibit "C" attached hereto and incorporated herein by this reference. Payment shall be made at the time of building permit issuance unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time. The foregoing obligation shall apply to each Owner with respect to the portion of the Property owned by that Owner at the time payment or performance is due.

2. The Owner desires to comply with the conditions of approval set forth on Exhibit "C" and within this Agreement with respect to development of the Project and acknowledges that the conditions are necessary to mitigate the environmental impact caused by the Owner's development of the Project on the Property or are necessary to offset the costs to the City generated by the Owner's development of the Project including sewer connection costs pursuant to Chapter

15.16 of the Merced Municipal Code. The foregoing obligation shall apply to each Owner with respect to the portion of the Property owned by that Owner at the time compliance is required.

3. The Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

4. The Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and its/their officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments (hereinafter "Claims") against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul the approval of the Entitlements by the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the Entitlements. Furthermore, the Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which the Owner's Project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Owner shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. City, on its part, agrees to approve the Entitlements in accordance with Exhibits "D" and "E".

6. No building permit or other permit shall be issued for the Project that is not in compliance with this Agreement.

7. It is expressly agreed that this Agreement is not intended to limit the power of the City to impose other requirements, limitations, or fees, etc., as a condition of development, and does not relieve the Owner from complying with all other requirements that may be imposed as a condition of development, whether now in existence or hereinafter imposed by the City whether by zone change, subdivision map approval, ordinance, resolution, use permit, or otherwise. The parties agree that this Paragraph does not apply to the approval of the final map and issuance of building permits for project(s) subject to this Agreement on the property described in Exhibit "A" and shown on Exhibit "B."

8. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A" and shown on Exhibit "B."

9. The Owner agrees to comply with and abide by all conditions set forth by the City relating to the development of the property subject to this Agreement.

10. In the event of default by the Owner, and in addition to any other remedy available to the City, the City shall have the right to rezone the land back to its original designation.

11. In the event that either City or the Owner 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.

12. 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.

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

14. 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.

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: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: K Flores 8/28/18
City Attorney Date

X:\Agreements\Planning\2018\Legislative Action Agreement - Stonfield Home Re M St & Arrow Wood Dr.docx

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

OWNER
STONEFIELD HOME, INC.,
A California Corporation

By:_____
Greg Hostetler

Its: President

TAX PAYER ID: 32-0439641

ADDRESS: 923 E. Pacheco Blvd.

Los Banos, CA 93665

TELEPHONE: 209-826-6200
FAX: _____
EMAIL: almondranch@gmail.com

{SIGNATURES MUST BE NOTARIZED}

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On August 31, 2018 before me, Stephani R. Davis, Notary Public
(insert name and title of the officer)

personally appeared Greg Hostetler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEPHANI R. DAVIS
Notary Public - California
Merced County
Commission # 2150911
My Comm. Expires Apr 28, 2020

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

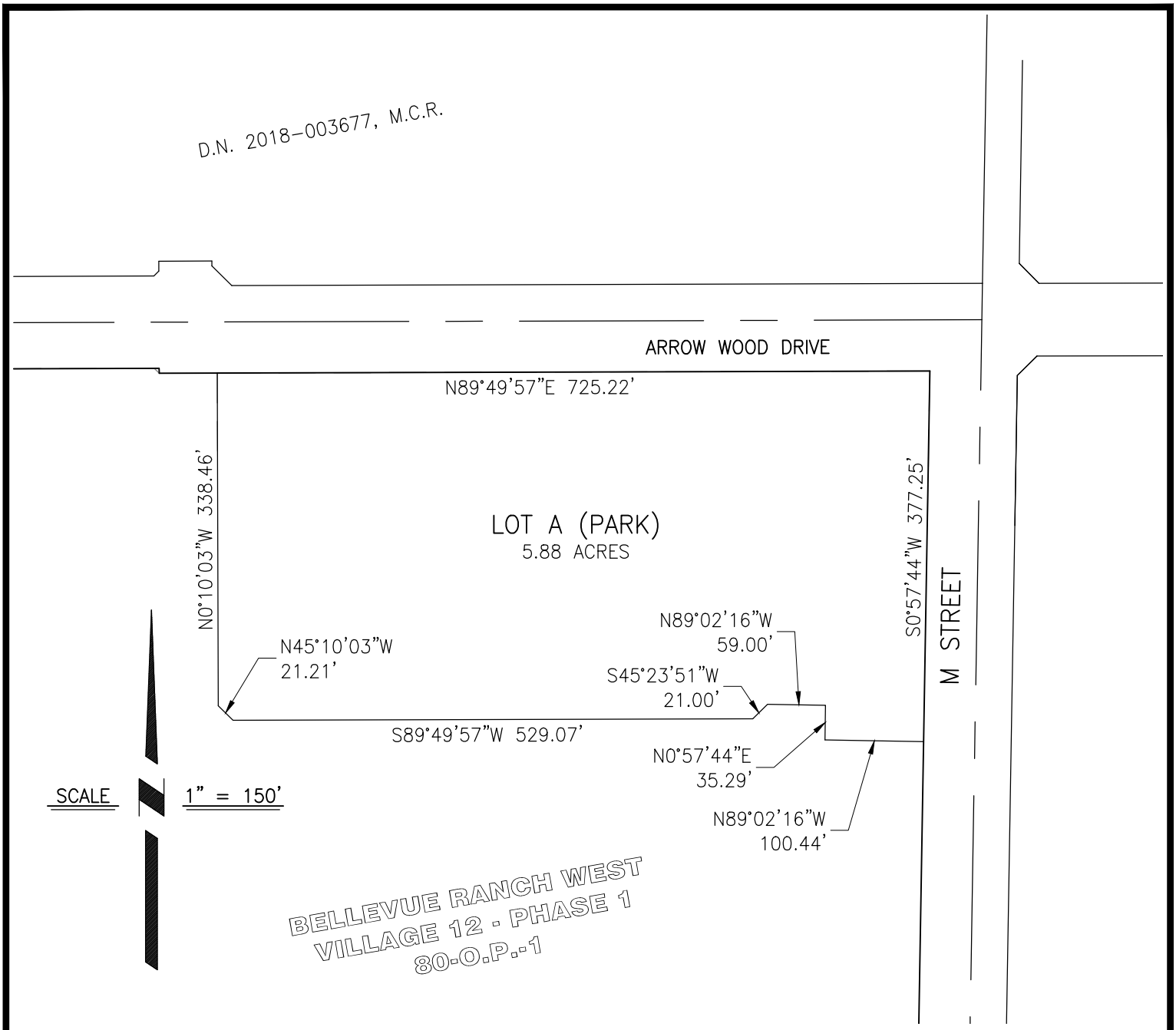
Signature _____ **(Seal)**

LEGAL DESCRIPTION

VILLAGE 12, PHASE 1, LOT A

All that certain real property situate, lying, and being Lot A (Park), as shown on that certain map of "Bellevue Ranch West, Village 12 – Phase 1", filed in Volume 80 of Official Plats, at Pages 1 through 6, Merced County Records, lying in the City of Merced, County of Merced, State of California.

Containing a total of 5.88 acres, more or less.



NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.

DATE: 8/10/2018 10:04 FILE: M:\125971\Survey Drawings\PARK SITE\LOT A.dwg

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17TH STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9300 FAX:(209) 548-9305

PHASE 1 - LOT A
BELLEVUE RANCH WEST
MERCED, CALIFORNIA

DRAWN BY:	SYD
DATE:	2018-08-10
SHEET:	1 OF 2
JOB:	125971

CITY OF MERCED
Planning Commission

Resolution #3098

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development (P-D) #42**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from "Park" to "Single-Family Residential" and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from "Single-Family Residential" to "Park." Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor's Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (subsequent EIR/ND 15162 Findings), and recommend to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to Planned Development #42, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner DYLINA, and carried by the following vote:

AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:GPA #18-01/SUP Rev #13 to PD #42 (GPA Res)

Conditions of Approval
Planning Commission Resolution #3098
General Plan Amendment #18-01 and Site Utilization Plan #13 to Planned Development (PD) #42

1. The General Plan designation shall be changed from Open Space/Park (OS) to Low-Medium Density Residential (LMD) for Lot A and changed from Low-Medium Density Residential (LMD) to Open Space/Park for 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended) as shown on Exhibit A. The Site Utilization Plan for Planned Development (P-D) #42 shall be modified to change the designation from Park to Single-Family Residential for Lot A and from Single-Family Residential to Park for the 5 acres located at the southeast corner of the future Catherine A Hostetler Boulevard and Freemark Avenue (extended), also shown on Exhibits 1 and 2 - Attachments B and C of Staff Report #18-16.

2. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.

3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

4. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such

fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

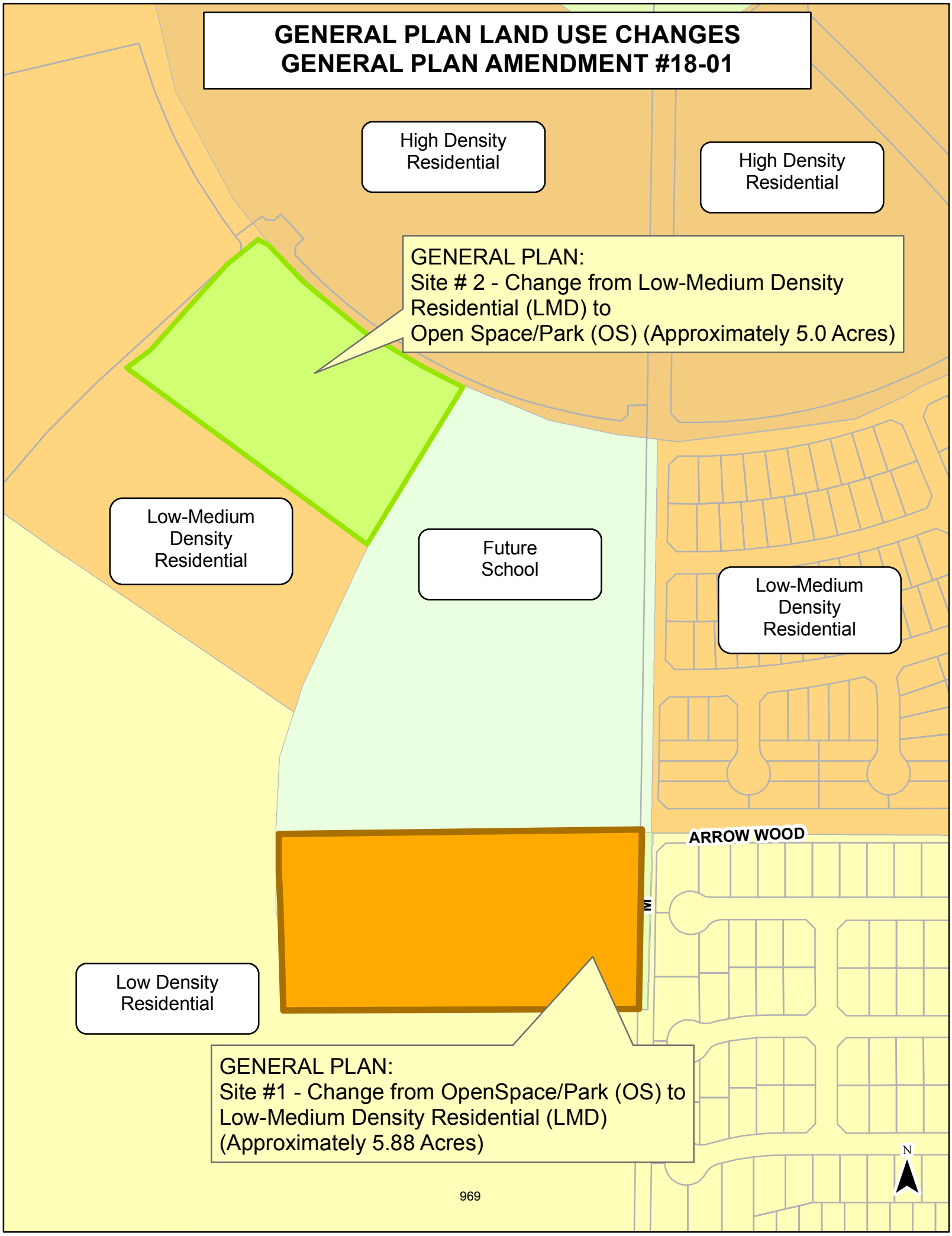
7. The new park site shall be dedicated by separate deed for "Park Purposes."

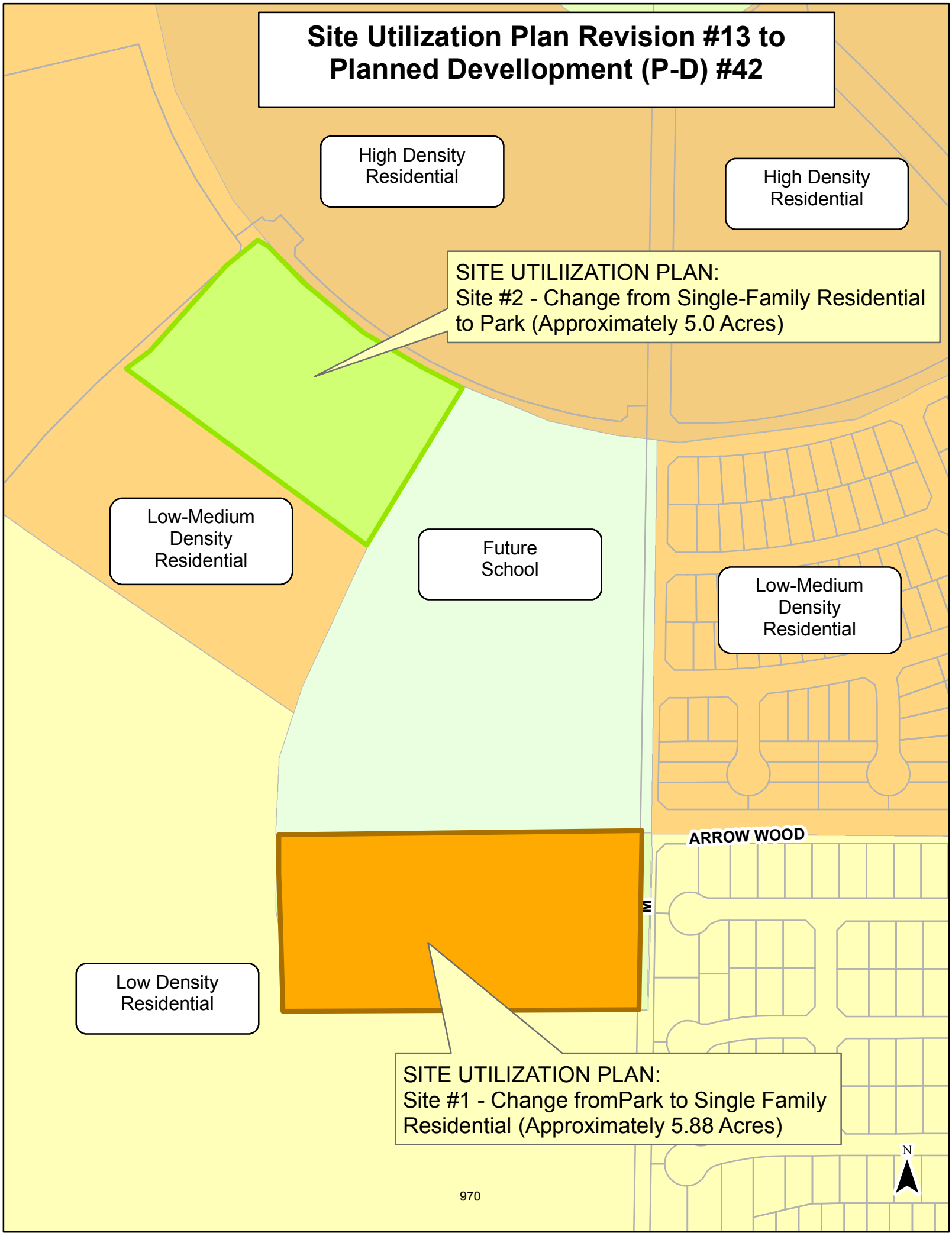
8. The dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.

9. The new park site at the southeast corner of Freemark Avenue and Catherine A Hostetler Blvd. shall be dedicated for park use by a separate document. This shall occur either prior to or simultaneously with the recordation of the City's vacation of Lot A.

10. Street frontage improvements, including curb, gutter, sidewalks, and park strips for the new park site at the southeast corner of Catherine A Hostetler Boulevard and Freemark Avenue shall be installed with the construction of Lot 17-C (consistent with the approval of Tentative Map #1308 for Bellevue Ranch West).

n:shared:planning:PC Resolutions:GPA#18-01/SUP Rev#13 to PD #42 Exhibit A


GENERAL PLAN LAND USE CHANGES
GENERAL PLAN AMENDMENT #18-01
High Density Residential
High Density Residential
GENERAL PLAN:
Site # 2 - Change from Low-Medium Density Residential (LMD) to
Open Space/Park (OS) (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
GENERAL PLAN:
Site #1 - Change from OpenSpace/Park (OS) to Low-Medium Density Residential (LMD)
(Approximately 5.88 Acres)
N


Site Utilization Plan Revision #13 to Planned Develloppment (P-D) #42
High Density Residential
High Density Residential
SITE UTILIIZATION PLAN:
Site #2 - Change from Single-Family Residential to Park (Approximately 5.0 Acres)
Low-Medium Density Residential
Future School
Low-Medium Density Residential
ARROW WOOD
Low Density Residential
SITE UTILIZATION PLAN:
Site #1 - Change fromPark to Single Family Residential (Approximately 5.88 Acres)
N
970

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item L.1. Meeting Date: 9/17/2018

Report Prepared by: Ken F. Elwin, PE, Director of Public Works

SUBJECT: Waiving Competitive Bidding Requirements, Supplemental Appropriation from General Fund and/or Park Reserve Fund, and Approval of a Cooperative Purchasing Agreement with Park Associates, Inc. (doing business as NSP3) Through the California Multiple Award Schedule (CMAS) for the Purchase and Installation of Playground Equipment at Applegate Park

REPORT IN BRIEF

Considers waiving competitive bidding requirement based on cooperative purchasing through CMAS and approving a supplemental appropriation from the General Fund and/or Park Reserve Fund to award a contract to Park Associates, Inc., (doing business as NSP3), in the amount of $307,509.71 for the purchase and installation of playground equipment at Applegate Park.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a supplemental appropriation in the amount of $337,510 from the General Fund and/or Fund 442 Park Reserve and authorizing the Finance Officer to make the appropriate budget adjustments based on the final funding as determined by the City Council for the Applegate Park Playground Equipment Replacement Project 118040; and,

B. Waiving the competitive bidding requirements and awarding the CMAS Contract to Park Associates, Inc., DBA NSP3, in the amount of $307,509.71, for the Applegate Park Playground Equipment Replacement Project 118040; and,

C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and approve change orders not to exceed the total budget appropriations.

ALTERNATIVES

1. Approve, as recommended by Staff; or,
2. Approve, subject to conditions outlined by Council; or,
3. Deny or,
4. Refer to staff for reconsideration of specific items; or,
5. Continue to a future meeting.

AUTHORITY

Charter of the City of Merced, Section 200.

Merced Municipal Code Section 3.04.210 - Exemptions from Competitive Bidding, provides that waivers from competitive bidding may be authorized for cooperative purchasing in conjunction with other governmental agencies. The California Multiple Award Schedules (CMAS) is a type of cooperative purchasing that authorizes the State and local agencies to contract with CMAS awarded suppliers without further competitive bidding [Public Contract Code Sections 10298, subd. (a) and 10299, subd. (a).]

CITY COUNCIL PRIORITIES

The Council considered the replacement of the Applegate Playground Equipment a top Council Priority.

DISCUSSION

The project consists of, in general, the design and installation of new play equipment and new poured -in-place rubber surfacing with base layer, as well as all project closeout, cleanup, and corrective work. The approximate playground area is 4,273 square feet and is located within Applegate Park at the northwest corner of West 25th and P Streets.

In August 2018, staff solicited Request for Proposals for the Applegate Park Playground Equipment Replacement Project through the California Multiple Award Schedule (CMAS) delivery method. By utilizing a CMAS contract, the City will realize a saving on the play equipment pricing of 10% to 15%. Also, the overall costs would be reduced by eliminating the general contractor's markup on the playground equipment cost. The City has used this process in the past with great success.

Staff received only one proposal from Park Associates, Inc., DBA NSP3, for the playground replacement project.

The proposal was evaluated by staff. Evaluation criteria included, but was not limited to: quality of design, play value, quality and durability of equipment, uniqueness, compliance with the Americans with Disability Act (ADA) and other standards, as well as the reliability and customer service of the manufacturer. Ultimately, NSP3's proposal meets the needs of the City and staff recommends awarding the contract.

The following is the proposed budget for the project:

Construction	$307,509.71
Contingency (Engineering, Testing & Inspection)	$30,000.29
TOTAL:	**$337,510.00**

HISTORY AND PAST ACTIONS

The Applegate Park play equipment was installed in February 1997. Over the years, there have been various repairs to the equipment, which include replacing components, such as slides, swings, etc., at the park. Unfortunately, the play equipment met its useful lifespan and was removed in January 2018.

Staff sought out various structure design options for replacing the playground equipment. The options were presented at multiple town hall and City Council meetings, and members of the public were invited to provide input on their preferred option. Ultimately, the woodland/jungle design theme, along with inclusive play elements, was selected by Council.

IMPACT ON CITY RESOURCES

A supplemental appropriation from the General Fund and/or Fund 442 Park Reserve is required. Council shall determine the proportionate split between the General Fund and the Park Reserve Fund 442.

ATTACHMENTS

1. Statement of Services
2. Presentation

Ken Elwin
Name of City Contact

Phone Ext.

Description of Services to be Provided: *Official Use Only*

Fabricate, deliver and install playground equipment for 6 playground sites listed in RFP

Check Box If Applicable To Project:

- [x] License (1)* Type C61-D34
- [ ] Business License (2)*
- [x] Bonds (6)*
- [x] Insurance (13)*
- [x] Workers' Compensation (14)*
- [x] Prevailing Wages (15)*

**** Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.***

Consultant: **Proposal/Quote**

1. QT 18-3021 From NSP3
2. QT 18-2805 From NSP3
3.

Total Amount $307,509.71

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Consultants

Park Associates Inc. dba NSP3

Cindy Cooper

Print Name

Name of Business Entity

Signature

Date 9/7/18

Phone No. 559 341-5599

CEO

Position/Title

License No.: C61-D34

(If Applicable)

Accepted by City of Merced *Official Use Only*

Date _____

City Manager or Designee

ATTACHMENT A

TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Consultant, or Person, ("Consultant") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. CONSULTANT QUALIFICATIONS AND STANDARD OF WORK. Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid _____ Special California Consultant's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

2. CITY BUSINESS LICENSE – (**Applies only if marked on the Statement of Services Form**). Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. CONSULTANT'S SERVICES. Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.

b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.

c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

4. SCHEDULE OF PERFORMANCE AND BUDGET. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace such damages or destroyed work to its prior undamaged condition before being

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

6. BONDS – (**Applies only if marked on the Statement of Services Form**).

a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

7. INDEPENDENT CONSULTANT. 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.

8. COMPENSATION. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

9. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, 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.

10. ASSIGNABILITY OF AGREEMENT. The 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 the Agreement will be permitted only with the express written consent of the City.

11. 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 the Agreement shall be the property of the City, and Consultant shall 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 the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

12. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. INSURANCE – (**Applies only if marked on the Statement of Services Form**). During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. 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.

b. 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.

c. 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.

d. 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).

e. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the 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.

14. WORKERS COMPENSATION INSURANCE **– (Applies Only If Marked On The Statement Of Services Form**). 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.

15. PREVAILING WAGES – (**Applies only if marked on the Statement of Services Form**).

a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18th Street, Merced, California 95340. Consultant and subcontractors will not pay less then the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.

b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars ($50.00) for each calendar day or portion thereof, and for each worker paid less then the prevailing rates under the Agreement.

16. TRAVEL AND SUBSISTENCE PAYMENTS – (**Applies only if Prevailing Wages is marked on the Statement of Services Form**). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

17. HOURS OF WORK.

a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.

b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.

c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars ($25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.

18. NOTICES. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.

19. PROHIBITION AGAINST DISCRIMINATION. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

20. PERMITS AND LICENSES.

a. Consultant shall apply for and procure permits and licenses necessary for the work.

b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Consultant shall pay charges and fees in connection with permits and licenses.

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

22. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the 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.

23. 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 the Agreement 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 the 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.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Merced
Ken Elwin
1776 Grogan Ave
Merced, CA 95341

SHIPPING ADDRE...

DATE: 9/7/2018

QUOTE #: Q18-3021

REP: Kasanna@nspx3.com

PROJECT: Applegate Park

TERMS: Net 30 of Completion

Main #: 209-564-7126

Email: garciaj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			CMAS Contract Number 4-16-78-0038E		
			2-5 Age Group Area		
1	PlayCraft	PR-R5	Custom Round 5 Steel Play System SN: R504EB21A Age Group: 2-5 Use Zone: 39 x 34 Max Fall Height: 6ft	37,316.33	37,316.33T
1	PlayCraft	A2-1302	A2-1302 Safety Sign (HDPE)	673.62	673.62T
1	PlayCraft	A2-2426	Alligator Balance Beam	538.69	538.69T
1	PlayCraft	A2-1345	Toddler Bear Spring Rider (Requires mounting pkg A2-1349-S if installed in loose fill surfacing)	894.04	894.04T
2	PlayCraft	S-1961	Stump Step	254.41	508.82T
			5-12 Age Group Area		
1	PlayCraft	PR-R5	Custom Round 5 Steel Play System SN: R50EB340B Age Group: 5-12 Use Zone: 40 x 33 Max Fall Height: 9ft.	64,261.85	64,261.85T
1	PlayCraft	A2-1303	Safety Sign (HDPE)	673.62	673.62T
1	PlayCraft	A2-1070	Custom Inclusive Landing Craft	10,300.00	10,300.00T
3	Playcraft	A3-4286-6G	6ft Bench (w/ Back, In-Ground)	503.98	1,511.94T
		CMAS- PC	CMAS Discount Vendor ID: 4-16-78-0038E	-19,252.02	-19,252.02
			ITEM NOT SPECIFICALLY PRICED		
1	Percussion Play	PP-RS-SM	Rainbow Sambas Set of 5 Surface Mount	2,370.00	2,370.00T

QUOTE GOOD FOR 30 DAYS	SUBTOTAL
	SALES TAX (8.25%)
	TOTAL

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

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Ken Elwin
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REP: Kasanna@nspx3.com

PROJECT: Applegate Park

TERMS: Net 30 of Completion

Main #: 209-564-7126

Email: garciaj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	Percussion Play	PP-CV-SM	Cavatina Surface Mount Rubber Surfacing	2,630.00	2,630.00T
		TotTurf	Poured-In-Place Rubber Safety Surfacing - Material Only 4,273 sqft. of 4.0" depth system for a 9' fall height 50/50 beige and black color blend aromatic urethane standard EPDM rubber	2,045.93	2,045.93T
		PCF	PlayCraft Freight	3,400.00	3,400.00
		PPF	Percussion Play Freight	822.00	822.00
		Offloading	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended. Installation by Park Associates Inc. CA - Lic# 959805 DIR# 1000003741 BID AT PREVAILING WAGE Installation assumes normal digging conditions with standard bobcat & auger. Site Preparation		
		Install PA	Excavate existing area and haul away spoils	6,929.00	6,929.00
		Install PA	Security Fencing for site preparation	4,286.00	4,286.00
		Install PA	Provide and install 4,273 sqft of 8" thick compacted base rock as subbase for Pour in Place surfacing	41,525.00	41,525.00
		Install PA	Installation of 6' wide x 16' long x 4" thick sidewalk to fill in the gap between the existing sidewalk and the play box Installation of New Equipment	4,000.00	4,000.00
		Install PA	Installation of a 2-5 structure, 5-12 structure, Toddler Bear Spring Rider, Alligator Balance Beam, 2 stump steps, 2 signs, car climber, 1 Cavatina, 1 Rainbow Sambas,1 Inclusive Orbit & 3 benches	50,200.00	50,200.00

QUOTE GOOD FOR 30 DAYS

SUBTOTAL	
SALES TAX (8.25%)	
TOTAL	

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Merced
Ken Elwin
1776 Grogan Ave
Merced, CA 95341

SHIPPING ADDRE...

DATE: 9/7/2018
QUOTE #: Q18-3021

REP: Kasanna@nspx3.com
PROJECT: Applegate Park
TERMS: Net 30 of Completion

Main #: 209-564-7126
Email: garciaj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			Rubber Surfacing		
		TotTurf	Poured-In-Place Rubber Safety Surfacing - Install Only 4,273 sqft. of 4.0" depth system for a 9' fall height 50/50 beige and black color blend aromatic urethane standard EPDM rubber	62,904.07	62,904.07
		Inspection	Third-Party Playground Safety Inspection (1) certified safety inspection and report for the playground site, equipment and safety surfacing. (2) series of impact tests for the safety surface using the Triax 2015 (3 drops in 3 areas) will be used to determine the G-Max and HIC	2,170.00	2,170.00
		FEES	Performance & Labor Bond	6,456.31	6,456.31
			Exclusions: Offloading and storage of equipment. Site preparation not specifically stated. Site is assumed flat and suitable for construction. Drainage Consideration Marking of any underground utilities and/or obstructions Inspections or applicable permits and fees Removal of obstacles to reach construction site. Site security including security fencing. Bobcat & concrete truck access required. *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. NSP3 is not responsible for repairing unmarked underground utilities and pipes.**		

QUOTE GOOD FOR 30 DAYS	SUBTOTAL
	SALES TAX (8.25%)
	TOTAL

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

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1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
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QUOTE TO:

City of Merced
Ken Elwin
1776 Grogan Ave
Merced, CA 95341

SHIPPING ADDRE...

DATE: 9/7/2018

QUOTE #: Q18-3021

REP: Kasanna@nspx3.com

PROJECT: Applegate Park

TERMS: Net 30 of Completion

Main #: 209-564-7126

Email: garciaj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL	$287,165.20
SALES TAX (8.25%)	$8,619.01
TOTAL	$295,784.21

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Merced
Ken Elwin
1776 Grogan Ave
Merced, CA 95341

SHIPPING ADDRE...

DATE: 9/7/2018
QUOTE #: Q18-2805

REP: Kasanna@nspx3.com
PROJECT: Applegate Park
TERMS: Net 30 of Completion

Main #: 209-564-7126
Email: garciaj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	Superior Recreational Product	PLD0010XX	Inclusive Orbital	9,800.00	9,800.00T
		SIIP	Superior International Freight	1,117.00	1,117.00
		Equip Only Offloading	Equipment only. Installation included on a different proposal. Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended.		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL	$10,917.00
SALES TAX (8.25%)	$808.50
TOTAL	$11,725.50

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

Applegate Playground Replacement



Blast from the past!

The Rocket Ship

Will not return



Applegate Playground Location



Requesting Council Direction & Budget Supplemental Appropriation

- Playground Equipment installed back in 1996/97
  - Same year equipment was dedicated in memory of Danielle Martinez Reyes

- Nearly 21 years of service to the community
  - Reached it useful lifespan
  - Equipment decking components were beyond repair
  - Difficulty with availability of replacement parts
  - Staff concerned with overall level satisfactory safety



- January 17, 2018 - Play area was closed to public
  - Staff began removal soon after

- January 19, 2018 - Staff met with Play Equipment representative seeking layout and cost options

Requesting Council Direction & Budget Supplemental Appropriation

- January 30, 2018 - Playground theme layout options received
- Parks and Recreation Commission sub-committee formed
  - To review and give feedback to Council on proposed layouts







Community Input – Town Hall Meetings



APPLEGATE GATE PLAYGROUND OPTIONS			
	OPTION 1	**OPTION 2**	**OPTION 3**
TOWNHALL 1 (2/13/18)	0	6	10
TOWNHALL 2 (2/26/18)	3	1	15
TOWNHALL 3 (2/27/18)	2	5	16
TOTALS	**5**	**12**	**41**

Replacement Option



NSP3

System Type R5

For Kids Ages MIX

City of Merced - Applegate Park

Project # NSP18EF743A-7

PLAYCRAFT SYSTEMS

A PLAYCORE Company



NSP³

System Type R5

For Kids Ages MIX

City of Merced - Applegate Park

Project # NSP18EF743A-7

PLAYCRAFT SYSTEMS

A PLAYCORE Company



NSP³

System Type R5

For Kids Ages MIX

City of Merced - Applegate Park

Project # NSP18EF743A-7

PLAYCRAFT SYSTEMS

A PLAYCORE Company

Playground Request for Proposals (RFP)

- In August 2018, staff solicited Request for Proposals for the Applegate Park Playground Equipment Replacement Project through the California Multiple Award Schedule (CMAS) delivery method.
- Staff received only one proposal from Park Associates, Inc., DBA NSP3, for the playground replacement project.
- Cost of Playground Equipment & Installation -- $307,509.71
- Contingency (Engineering, Testing, and Inspection) -- $30,000
- **Total Proposed Budget -- $337,510.00**

Council Actions Requested

- Approving a supplemental appropriation in the amount of $337,510 from the General Fund and/or Fund 442 Park Reserve and authorizing the Finance Officer to make the appropriate budget adjustments based on the final funding as determined by the City Council for the Applegate Park Playground Equipment Replacement Project 118040; and,

- Waiving the competitive bidding requirements and awarding the CMAS Contract to Park Associates, Inc., DBA NSP3, in the amount of $307,509.71, for the Applegate Park Playground Equipment Replacement Project 118040; and,

- Authorizing the City Manager or Assistant City Manager to execute the necessary documents and approve change orders not to exceed the total budget appropriations.



ADMINISTRATIVE REPORT

Agenda Item L.2. Meeting Date: 9/17/2018

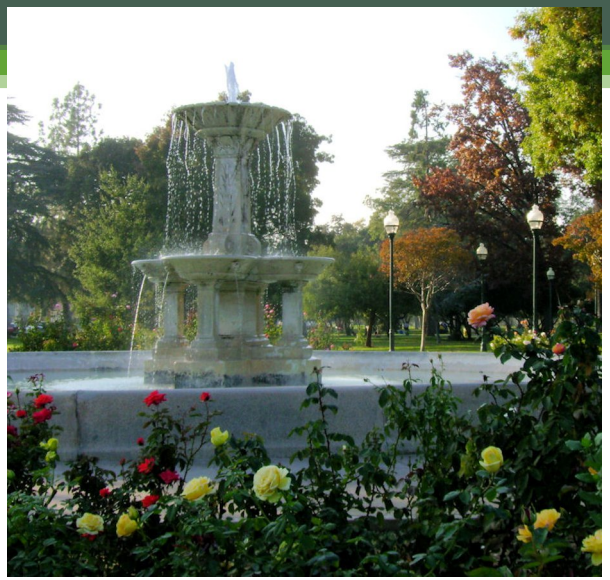
SUBJECT: Update on Laura's Fountain at Applegate Park

REPORT IN BRIEF
Presentation by staff on status of repairs to Laura's Fountain.

RECOMMENDATION
Provide direction to staff on how to proceed with the repairs to Laura's Fountain at Applegate Park.

ATTACHMENTS
1. Presentation

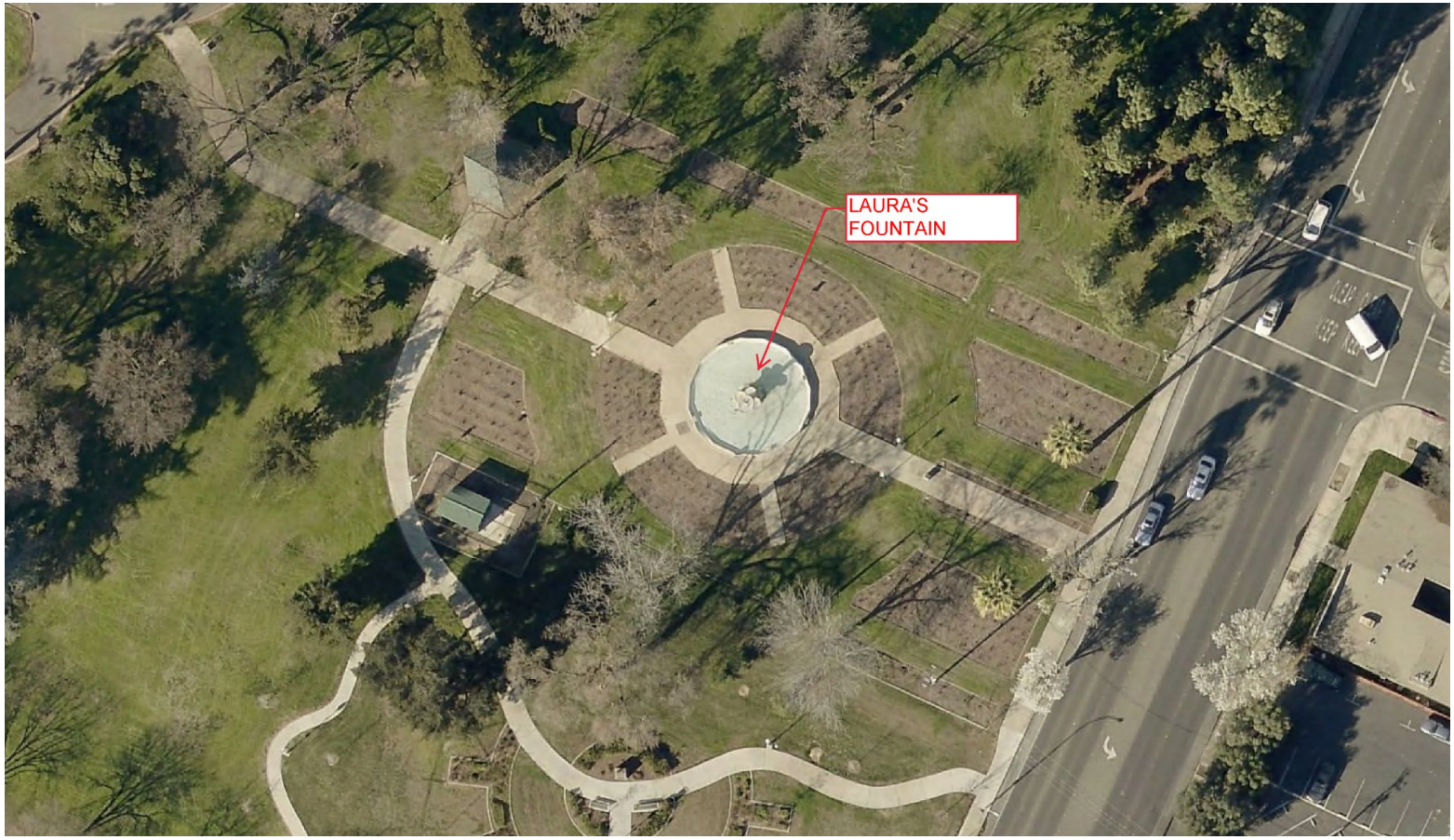
Applegate Park
Laura's Fountain Update







Laura’s Fountain



Laura's Fountain

Charles H. Huffman built this marble fountain and granite base in 1888 to honor his wife, Laura Kirkland Huffman. Because of Laura's Fountain, Merced was known as Fountain City to many traveling train passengers. This public fountain was located next to the El Capitan railroad depot that became synonymous with Merced. The fountain was moved to Applegate Park in 1935.

"Merced County Historical Society Archives"



Laura's Fountain – Existing Condition





Laura's Fountain – Existing Condition





Laura's Fountain – Existing Condition







GEOTECHNICAL ANALYSIS & FINDINGS

- Donated Services by Technicon Engineering Services, Inc.
- Geotechnical analysis done on the subsurface soil beneath the Fountain to investigate observed settlement issues
- Subsurface borings to a depth of 8 feet

Findings

- Concrete Slab around Fountain – no reinforcing steel found
- Subsurface Soil - Moderately expansive clay soil and saturated
- Shrink and swell cycles of clay soil – causing movement, settlement and unevenness
- Shrink and swell cycles beneath fountain will continue in the future – how much? - variable

GEOTECHNICAL ANALYSIS & FINDINGS

Recommendations

- Mitigate future potential shrink and swell of uncompacted fill under fountain concrete
- Provide a stable subgrade for fountain and surrounding concrete
- Option 1 – Excavate and Recompact
  - Remove clayey soils and replace with non-expansive engineered fill
  - Minimum of 2 feet depth and placed in 8 inch horizontal lifts and compacted
- Option 2 – Grout Injection
  - Densification of subgrade by injection of cement or polyurethane grout
  - Remove and replace concrete slab around fountain

GEOTECHNICAL ANALYSIS & FINDINGS – Cont'd

Recommendations

- It is assumed that the Fountain sits on a concrete slab most likely with no steel
- It is recommended that a new steel reinforced concrete slab on grade (4" to 5" thick)
- Recommend a continuous spread footings be utilized to support the fountain
- Footings minimum embedment depth of 18 inches below lowest adjacent grade
- Restore fountain

Request For Proposals (RFP)

- In August 2018, staff solicited Request for Proposals for the Applegate Park Laura's Fountain Repair
- Fountain/Pool company with a minimum 5 years experience in commercial pool renovations and repair projects. With a minimum of 10 similar projects.
- Provide a proposed plan of repairs, and updates, to restore the fountain to at least original working condition. The plan may include additional optional upgrades that the Vendor feels may enhance the appearance, operation, or appeal of the fountain.
- Staff received only one proposal from Aquatic Evironments
- Proposed plan was very similar to the recommendation of the geotechnical report
- Remove the fountain elements, construct a strong supporting base, reinstall the restored elements
- Preliminary Proposed Budget -- $190,000

Council Next Step?

- Continue RFP to see if we get more interest
- Wait to see if there maybe grant opportunities for funding (i.e. Prop 68)
- Seek donations from businesses
- Consider use of General Fund



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item L.3. Meeting Date: 9/17/2018

Report Prepared by: Steven C. Son, City Engineer, Engineering Division

SUBJECT: Railroad Quiet Zone Feasibility Study and Establishment Along the Burlington Northern Santa Fe Railroad Alignment Within City Limits

REPORT IN BRIEF
Updates status of the request for proposals for the Railroad Quiet Zone Feasibility Study and Establishment along the Burlington Northern Santa Fe Railroad (BNSF) and requests City Council provide further direction.

RECOMMENDATION
Provide Staff with further direction regarding the Railroad Quiet Zone Feasibility Study.

ALTERNATIVES
1. Direct Staff to proceed with one of the Statement of Qualifications; or,
2. Direct Staff to negotiate a fee with reduced scope; or,
3. Reject all proposals.

AUTHORITY
Charter of the City of Merced, Section 200

CITY COUNCIL PRIORITIES
Council has requested Staff renegotiate a consultant fee with reduced scope of work to conduct a study to investigate the possibility of a railroad quiet zone along the BNSF railroad alignment within City limits.

DISCUSSION
Code of Federal Regulation 49 CFR Part 222, Federal Railroad Administration (FRA) requires all train engineers to utilize their locomotive horns at railroad crossings when workers are present or near the tracks, and at any time it is deemed necessary. With both Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF) Railway traversing through the City at times the amount of noise can be excessive. For this reason, the Council expressed an interest in establishing a railroad quiet zone within City limits.

Staff prepared a request for proposals (RFP) to solicit proposals for Professional Service for Railroad Quiet Zone Feasibility Study and Establishment. The scope of work was broken down into two (2)

phases. The first phase was to conduct preliminary investigation/risk index update and review, coordinate with governing entities and conduct diagnostic meeting, and form a quiet zone cost calculation analysis. The second phase of the project was to establish the quiet zone.

On April 20, 2018, Staff received two (2) proposals with a cost proposal in separate sealed envelopes. The proposals were submitted by CTC, Inc. based in Fort Worth, Texas, with a local office in Los Angeles, California; and RRM Design Group from San Luis Obispo, California.

On May 10, 2018, Engineering and Development Services Staff met to discuss the two proposals. Based on the meeting, it was determined that the proposal from CTC, Inc. was most qualified for the project. Once a consultant was selected, the cost proposals from CTC, Inc. and RRM Design Group were opened.

On June 18, 2018, Staff presented to Council the results of the consultant proposals and the cost associated with the project. The proposed cost from CTC, Inc. was $160,342 whereas RRM Design Group was $650,640. Based on the cost, Council directed staff to renegotiate with both consultant with reduced scope of evaluating establishment of the quiet zone along the BNSF railroad alignment.

Only July 13, 2018, both CTC, Inc. and RRM Design Group submitted revised fee proposals for the quiet zone establishment and feasibility study along the BNSF railroad alignment. CTC, Inc.'s revised fee for the project was $121,044, which is a $39,298 reduction from the original amount of $160,342. RRM Design Group's revised fee for the project was $49,965, which is a $600,675 reduction from the original amount of $650,640. RRM Design Group stated that the significant reduction of fee is because they were no longer going to be providing exhibits that were ready to be used as construction documents, so the level of detail was not required to be presented. Furthermore, the project manager visited all of the railroad crossings and after doing so, he no longer felt that the crossings were as complex as he had originally envisioned. Additionally, since Union Pacific Railroad (UPRR) is no longer a part of the scope of work, a significant amount of work was eliminated.

At this time, Staff is requesting further direction from City Council.

HISTORY AND PAST ACTIONS

Council has stated that this is one of Council's high priority projects.

IMPACT ON CITY RESOURCES

In Fiscal Year 17-18, $60,000 was appropriated to Fund 017 for the Quiet Zone study. Since a consultant was not selected before the end of the fiscal year, the appropriation was returned to fund balance. No budget appropriation is needed at this time since staff is requesting Council's direction on how to proceed with this project. However, at the time a consultant is selected and comes to Council for contract approval, the City Council will be requested to re-appropriate the funding in the FY 2018-19 budget, Fund 017, for this project.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item M.1. Meeting Date: 9/17/2018

SUBJECT: Council Member Belluomini's Request to Discuss Accessory Dwelling Units (Secondary Unit Housing)

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss accessory dwelling units within the City pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

ATTACHMENTS

1. Memo from Council Member Belluomini
2. Additional Informational Attachments

To: Merced City Council , City Manager and City Attorney Sept. 5, 2018

From: Michael Belluomini,

Reference: ACCESSORY DWELLING UNITS for meeting of Sept. 17, 2018

BACKGROUND : The rental cost of housing is increasing rapidly, and the availability of rental housing is rapidly decreasing such that rents are becoming unaffordable to many residents of Merced. Rental rates have increased over 3% annually in the last ten years to current rates of $620/month for a studio apartment, $820/month for a one bedroom, and $1,000/month for a two bedroom . The vacancy rate for apartments is under 1%. Demand, rental rates, are high because supply of housing for rent is very low. Some people have suggested that the city should consider rent control by law to address the problem. The city has approved four large apartment projects to provide more units to meet the demand. Only one of these projects has broken ground though approvals were given over a year ago, because investors cannot be found to fund these apartment projects that cost approximately $30 million. An alternative tool to address this problem is accessory dwelling units (ADU) "granny houses" on existing residential lots.

STATE LAW ON ADUs : On January 1, 2017 AB 2299 and SB1069 became law and changed the California Government Code Section 65852.2 (attached) and other sections, to require cities and counties to allow accessory dwelling units on nearly all single family lots by right, with minimal discretion on the part of the city or county. The change in state law established one additional dwelling unit per single family lot as an "accessory use" (such as a garage, greenhouse, hobby shop, or tool shed is an accessory use or structure) that is allowed on every lot by right. If it can meet the required yard setbacks, building height requirements, maximum size, lot coverage, and parking requirements it is allowed . The changes in the state law establish that any local ordinance governing ADUs shall conform to this new state law in its requirements and if it does not then the local ordinance is null and void and the state law governing ADUs shall supersede local law.

The Merced City Zoning Ordinance section 20.08.040 states that there be a minimum of 5,000 square feet(or more) of lot area per dwelling for accessory dwelling units. A lot of 5,000 sq. ft. is one of the standard sizes for a new single family house in Merced. This seems to be contrary to the "accessory" to an existing dwelling concept in the state law for ADUs. Specifically Calif. Gov. Code Sec. 65852.2 (a)(8) states "An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot." Regarding parking the City zoning ordinance section 20.38.020 Table 20.38-1 states that Secondary Dwelling Units of one or two bedrooms provide one parking space and units with three or more bedrooms provide two parking spaces. The city zoning ordinance section 20.38.040 B 2. States "When the required off-street parking for a one-family structure in any R district is not to be provided in a covered garage or carport, each required car space shall be so located that it may later be covered by a garage or carport structure in

accordance with the provisions of this chapter." So parking is not allowed in the front yard setback of a house often the most practical location for added parking for an ADU. This section seems to be contrary to Calif. Gov. Code Sec. 65852.2(a)(1)(E)(x)(II) "Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction."

USING ADUs TO ADDRESS THE HOUSING COST AND SHORTAGE : Though ADUs may reduce the shortage of affordable housing they are a partial solution that has advantages . There are thousands of lots that can provide locations for ADUs in Merced. Even if practical limitations of construction result in ADUs being predominantly built on lots of over 6,000 sq. ft. there will still be thousands of lots that qualify. Even if practical limitations of construction result in ADUs being built on lots that are large and have alley access for the ADU, or corner lots that have access from two streets for the ADU, there are thousands of lots that qualify. ADUs can be built by the homeowner with financing based on the equity in his existing house on the same lot. No large scale investors are required. ADUs provide the lot owner another source of income to aid the family's finances. ADUs are typically one or two bedroom units in which people who occupy three and four bedroom houses may move thereby freeing up bedrooms for occupancy by families.

Other cities throughout the state have changed their zoning ordinances to comply with the changes required by AB2299 to the Gov. Code. Attached is a table of the changes that were made by eight of the cities of San Mateo County regarding ADUs, showing the variations in ADU size, lot size, maximum height, parking requirements, and owner occupancy. Also attached is the Urgency Ordinance of the City of Walnut Creek regarding ADUs , addressing compliance with state law.

To allow ADUs in the City of Merced the zoning ordinance needs to be changed regarding parking requirements, setbacks, lot size, and distance between buildings. If the council wants to use ADUs to partially solve the problem of the shortage of housing units and high rental rates , then it needs to not only change the zoning ordinance to comply with state law but to facilitate and encourage development of ADUs. The City of Los Angeles has produced a "Guidebook to Accessory Dwelling Units" (attached) with definitions and descriptions of what is needed to apply to build an ADU. Development of ADUs promotes the city general plan policies of "sustainable development" , "smart growth", and easy access to services with reduced motor vehicle use.

PROPOSAL : Direct staff to prepare a report regarding 1) what needs to change in the zoning ordinance regarding ADUs to comply with state law ; 2) to explain alternative approaches to facilitate the development of ADUs in the city, and 3) describing the process to decide the city policy on ADUs, to be presented to the city council on November 5, 2018.

California LEGISLATIVE INFORMATION

AB-2299 Land use: housing: 2nd units. (2015-2016)

SHARE THIS:

Date Published:

Assembly Bill No. 2299

CHAPTER 735

An act to amend Section 65852.2 of the Government Code, relating to land use.

[Approved by Governor September 27, 2016. Filed with Secretary of State September 27, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2299, Bloom. Land use: housing: 2nd units.

The Planning and Zoning Law authorizes the legislative body of a city or county to regulate, among other things, the intensity of land use, and also authorizes a local agency to provide by ordinance for the creation of 2nd units in single-family and multifamily residential zones, as specified. Existing law authorizes the ordinance to designate areas within the jurisdiction of the local agency where 2nd units may be permitted, to impose specified standards on 2nd units, and to provide that 2nd units do not exceed allowable density and are a residential use, as specified.

This bill would replace the term "second unit" with "accessory dwelling unit." The bill would, instead, require the ordinance to include the elements described above and would also require the ordinance to require accessory dwelling units to comply with specified conditions. This bill would require ministerial, nondiscretionary approval of an accessory dwelling unit under an existing ordinance. The bill would also specify that a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

Existing law requires that parking requirements for 2nd units not exceed one parking space per unit or per bedroom. Under existing law, additional parking may be required provided that a finding is made that the additional parking requirements are directly related to the use of the 2nd unit and are consistent with existing neighborhood standards applicable to residential dwellings.

This bill would delete the above-described authorization for additional parking requirements.

By increasing the duties of local officials with respect to land use regulations, this bill would impose a state-mandated local program.

This bill would incorporate additional changes in Section 65852.2 of the Government Code proposed by SB 1069 that would become operative only if SB 1069 and this bill are both chaptered and become effective on or before January 1, 2017, and this bill is chaptered last.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(C) Notwithstanding subparagraph (B), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(D) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(E) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for

costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of accessory dwelling units.

(4) Any existing ordinance governing the creation of accessory dwelling units by a local agency or any such ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate proposed accessory dwelling units on lots zoned for residential use that contain an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of accessory dwelling units if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling units shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for a accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards.

(d) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000).

(e) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of accessory dwelling units, provided those requirements comply with subdivision (a).

(f) Local agencies shall submit a copy of the ordinances adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(g) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping,

eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(C) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(h) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 1.5. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do allof the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory

dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code),

except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 2. Section 1.5 of this bill incorporates amendments to Section 65852.2 of the Government Code proposed by both this bill and Senate Bill 1069. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2017, (2) each bill amends Section 65852.2 of the Government Code, and (3) this bill is enacted after Senate Bill 1069, in which case Section 1 of this bill shall not become operative.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

CITY OF WALNUT CREEK
ORDINANCE NO.

Attachment 1

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WALNUT CREEK AMENDING TITLE 10 (PLANNING AND ZONING) OF THE WALNUT CREEK MUNICIPAL CODE PERTAINING TO THE REGULATION OF ACCESSORY DWELLING UNITS

The City Council of the City of Walnut Creek does ordain as follows:

Section 1. Findings.

a. A severe housing crisis exists in the state with the demand for housing outstripping supply.

b. Accessory dwelling units (ADUs) provide housing opportunities in a manner that can be largely compatible with existing neighborhood development.

c. On September 27, 2016, Governor Brown signed into law a pair of bills which are intended to increase the state's supply of affordable housing by facilitating the construction of ADUs (California Assembly Bill 2299 and California Senate Bill 1069). The new state law amends California Government Code Section 65852.2 and, among other limitations on local authority, requires cities, counties, and utility districts to further relax their regulation of ADUs by facilitating the conversion of existing buildings into ADUs without regard to setbacks; reducing, and in some cases removing altogether, the parking requirements for ADUs; and generally prohibiting the requirement for a separate utility connection for the ADU, or imposing a related connection fee or capacity charge. These amendments to California Government Code Section 65852.2 became effective January 1, 2017.

d. California Government Code Section 65852.2(a)(4), as amended, provides that any existing local ADU ordinance failing to meet the requirements of the new state law shall be null and void unless and until the local agency adopts a new ordinance complying with California Government Code Section 65852.2. In the absence of a valid local ordinance, the new state law instead provides a set of default standards governing local agencies' regulation and approval of ADUs.

e. The default standards contained in the new state law provide no protections for steep hillside areas (including high risk areas), or for rock outcroppings or prominent ridgelines which visually define the City's public open spaces.

f. The default standards contained in the new state law allow attached ADUs as large as 50% of the existing living area (up to a maximum of 1,200 sq. ft. in floor area for both attached and detached ADUs), a size inconsistent with the single-family nature of many of the City's neighborhoods and the goals and policies of the City's General Plan, and a size so large that it may limit the affordability of ADUs to low and moderate-income households.

g. The default standards contained in the new state law would allow the construction of large new ADUs on properties which already exceed the thresholds of the City's Oversized Home Ordinance.

h. The default standards contained in the new state law include none of the design standards contained in the Walnut Creek Zoning Ordinance which require that the ADU be designed to be architecturally consistent with the principle structure.

i. The City receives multiple public inquiries on a daily basis from architects, developers, contractors, and homeowners regarding ADUs and the new state law, underscoring the need

for the City to update its regulatory scheme to bring it into compliance with the requirements of California Government Code Section 65852.2 which became effective January 1, 2017.

j. On January 10, 2017, the City Council considered the following amendments to the Walnut Creek Zoning Ordinance for the purpose of amending its local regulatory scheme pertaining to ADUs in a manner that complies with the new state law and is consistent with California Government Code Section 65852.2, as amended.

k. California Government Code Section 65858 authorizes a city to adopt an interim urgency measure by a four-fifths (4/5ths) vote where necessary to protect the public health, safety, and welfare without following the procedures otherwise required prior to adoption of a zoning ordinance.

l. Any interim urgency measure adopted pursuant to Government Code Section 65858 shall be of no further force and effect forty-five (45) days from its date of adoption unless extended by the legislative body. During such time period, City staff intends to undertake further study and present its recommendations to the City Council regarding permanent revisions to the City's regulatory scheme pertaining to ADUs and consistent with the goals and policies of the City's General Plan, California Planning and Zoning Law, and the provisions of California Government Code Section 65858.

Section 2. CEQA Exemption.

The proposed amendments are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code).

Section 3. Second Family Residential Unit changed to Accessory Dwelling Unit

Title 10, Chapter 2 of the Walnut Creek Municipal Code is hereby amended to replace all instances of the terms "Second Family Unit" and "Second Family Residential Unit" with the term "Accessory Dwelling Unit", and to replace all instances of the terms "Second Family Units" and "Second Family Residential Units" with the term "Accessory Dwelling Units".

Section 4. Amending Parking Requirements for Accessory Dwelling Units

Rows A(7) and A(8) of Table A contained in Section 10-2.3.206 of the Walnut Creek Municipal Code are hereby amended and restated to read as follows:

LAND USE CLASSIFICATION	OFF STREET PARKING REQUIREMENTS	NOTES	LOADING SPACES REQUIRED (SEE TABLE B)
7. Accessory Dwelling Unit	One space more than required for Single Family Residential (uncovered). Notwithstanding the foregoing, no additional parking is required in any of the following situations: 1. The Accessory Dwelling Unit is contained entirely within the footprint of an existing building. 2. The Accessory Dwelling Unit is located on a parcel	(6)	

	which is within ½ mile from the closest point of the Walnut Creek or Pleasant Hill BART station property; or within ½ mile from a public bus stop. This distance shall be measured along street frontages using the most reasonably direct, legally permissible path. The determination of which developments meet this requirement shall rest with the City's Transportation Planning Manager. 3. The Accessory Dwelling Unit is located within one block of a car share vehicle station.		
8. Single Family Residential	2 covered per dwelling unit. Notwithstanding the foregoing, if the required parking is converted to an Accessory Dwelling Unit, then the parking may be replaced by either covered or uncovered parking spaces located anywhere on the lot, including through the use of tandem spaces.	(4)	

Section 5. Accessory Dwelling Unit Regulations

Title 10, Chapter 2, Part III, Article 5 of the Walnut Creek Municipal Code is hereby amended and restated to read as follows:

Article 5. Accessory Dwelling Units

Sec. 10-2.3.501. Purpose.

The Accessory Dwelling Units article of the Zoning Chapter authorizes, upon issuance of an Accessory Dwelling Unit Permit, the establishment of accessory dwelling units accessory to detached single family homes. The purpose of allowing accessory dwelling units on single family properties in all single family residential and multiple family residential zones is to provide the opportunity for the development of small rental housing units designed to meet the special housing needs of individuals and families, particularly those of low and moderate income. Furthermore, it is the purpose of this section to allow the more efficient use of the City's existing stock of dwellings, to provide economic support for resident families of limited income, to provide rental housing units for persons who are elderly or disabled, while protecting property values and the integrity and character of single family neighborhoods by ensuring that accessory dwelling units are architecturally compatible with the principle structure and neighborhood and are installed under such additional conditions as may be appropriate to further the purpose of this ordinance.

Sec. 10-2.3.502. Location.

Notwithstanding any other provisions of the Walnut Creek Municipal Code, accessory dwelling units shall be allowed with existing single family dwellings in Single Family Residential Districts (R), single family residential areas zoned Planned Development (P-D, SFH-PD1), Hillside Planned Development Districts (H-P-D), Duplex Residential District (D-3) and Multiple Family Residential Districts (M, PD), after the necessary approval is obtained under this article, except that:

A. Accessory dwelling units shall not be allowed where water supplies for fire protection and other public utility service is not adequate. In the absence of other evidence, water supplies for fire protection and other public utility service shall be deemed adequate when notice of the proposed accessory dwelling unit has been sent to the affected utility and fire protection agencies and no response has been received within ten days of such notice.

Sec. 10-2.3.503. Property Development Standards.

The following property development standards shall apply to all land and structures in the zones which permit accessory dwelling units:

A. ***Zoning Requirements.*** All yards, building height, distance between buildings, and lot coverage standards of the zone in which the property proposed for conversion is located shall apply, except as otherwise specified in this Article. In P-D and H-P-D zones where no standards are specified, and where additional building is allowed, the Planning Manager shall apply development standards based on the district that most closely matches existing development in regards to lot size.

Notwithstanding the foregoing, no yards are required for an existing building when it is converted to an accessory dwelling unit, however the accessory dwelling unit must still comply with all applicable provisions of Title 9 of this Code (Building Regulations).

B. ***Size.*** No accessory dwelling unit may have a gross floor area of conditioned space in excess of 700 square feet. Furthermore, accessory dwelling units attached to the main unit shall not exceed 50 percent of the living area of the main unit (the existing interior habitable area of the main unit, including basements and attics but not including a garage or any accessory structure).

C. ***Design.*** The accessory dwelling unit shall be designed to be architecturally consistent with the principle structure, including form, exterior siding and/or trim, roof materials and window placement/type. Any new entrances to an attached accessory dwelling unit shall be located on the side or in the rear of the building.

D. ***Off-Street Parking.*** See Part III, **Article 2. Offstreet Parking and Loading Regulations**.

E. ***Limitations for All Accessory Dwelling Units.*** The following limitations shall apply to both conversion of existing structures and to construction of new structures.

1. On any one parcel of land, no more than one accessory dwelling unit shall be allowed.

2. Tenancy. In single family areas zoned R, P-D, SFH-PD1 and H-P-D, no more than one dwelling unit on the parcel shall be rented or leased. A deed restriction, approved by the City Attorney, shall be recorded setting forth this tenancy requirement.

3. If the addition of the second family unit requires Design Review through the oversize home ordinance (Sec. 10-2.4.1203) or the Hillside Performance Standards (Sec. 10-2.3.401), then the Accessory Dwelling Unit Permit shall not be approved unless the accessory dwelling unit is located entirely within the footprint of an existing building.

F. ***Limitations for Newly Constructed Accessory Dwelling Units.*** The following limitations shall apply only to the construction of new structures.

1. Accessory dwelling units shall be attached to the main unit or in the same building as the main unit except if the accessory dwelling unit meets all the zoning development standards of the primary unit and either:

a) The accessory dwelling unit is one-story with a maximum height of eighteen feet to the highest part of the structure; or

b) The accessory dwelling unit is a second story above an accessory structure other than a detached garage, providing the second story is setback a minimum of 10 feet from the side property line; or

c) The accessory dwelling unit is a second story above a detached garage, providing the second story is setback a minimum of 5 feet from the side property line, or that which is required for a single family dwelling, whichever is less.

Sec. 10-2.3.504. Accessory Dwelling Unit Permits.

An Accessory Dwelling Unit Permit must be obtained before an accessory dwelling unit can become a legal, conforming use. Accessory dwelling units constructed without a permit prior to adoption of this section must obtain an Accessory Dwelling Unit Permit to be considered a legal, conforming use. Notwithstanding other provisions of the law, units that receive an Accessory Dwelling Unit Permit under this article shall be deemed apartments for the purpose of meeting the requirements of the Subdivision Map Act.

In order to encourage the development of housing units for disabled individuals and persons with limited mobility, the Planning Manager may make a finding that reasonable deviation from the stated conditions is necessary to install features that facilitate access and mobility for disabled persons.

Accessory Dwelling Unit Permits will be considered upon application for a building permit. Section 10-2.4.201 and Section 10-2.4.202 regarding the need for written applications and applicable fees, shall apply to second family unit permits. Section 10-2.4.9 regarding the procedures for variances, shall not apply to second family unit permits. Accessory Dwelling Unit Permits shall be approved without a hearing if they meet the standards in this code. All interpretations by the Planning Manager shall be final.

Sec. 10-2.3.505. Application.

This article applies to any parcels of land on which (l) a principal structure has been constructed as a single family dwelling prior to the time of application for an accessory dwelling unit, or (2) a structure meeting the requirements for an accessory dwelling unit exists, and a new principal structure or addition is proposed, or (3) an accessory dwelling unit is proposed at the time of the original construction of the single family dwelling.

Section 6. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

Section 7. Urgency Findings.

The City Council finds and determines pursuant to California Government Code Section 65858 that adoption of this ordinance is necessary for the immediate preservation of the public health, safety, and welfare, and to prohibit uses in conflict with zoning regulations pertaining to ADUs currently being studied and contemplated by the City.

Section 8. Effective Date.

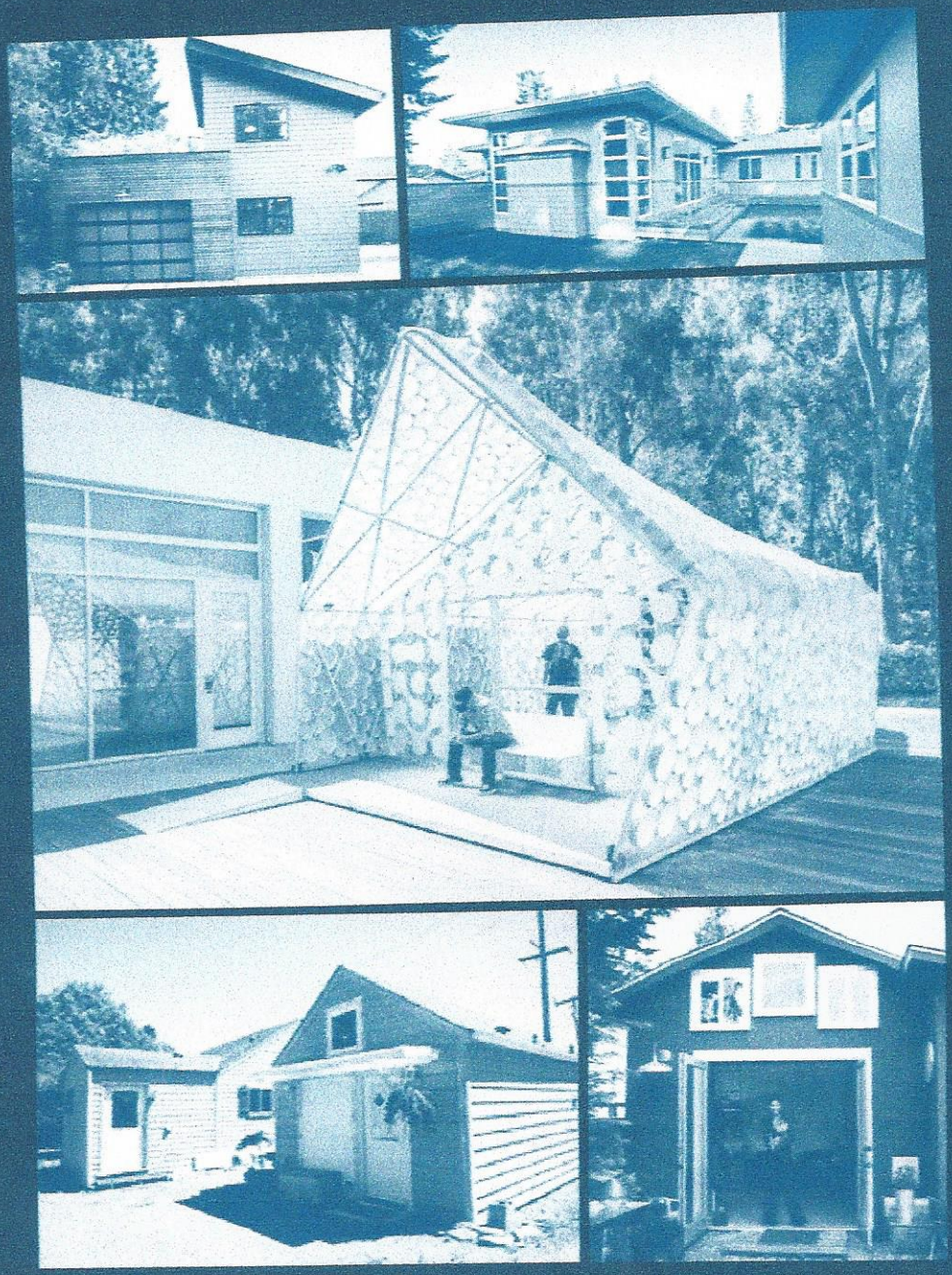
This urgency ordinance shall be effective immediately upon its adoption. And shall expire forty-five (45) days following its adoption unless otherwise extended in compliance with California Government Code Section 65858.

Section 9. Publication.

No later than fifteen (15) days following the adoption of this ordinance, the ordinance, or a summary thereof, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Walnut Creek.

BUILDING AN ADU

GUIDEBOOK TO ACCESSORY DWELLING UNITS IN THE CITY OF LOS ANGELES



citylab UCLA

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OVERVIEW

In January of 2017, a new California state law took effect that encourages homeowners to build "granny flats." These housing units go by many names (backyard homes, secondary units, garage apartments, and the one we use here: accessory dwelling units or ADUs). Most homeowners can imagine many ways to use a rental unit on their property –for an elderly relative, extra income, a caregiver, or a grown child living at home. But many homeowners do not know that the City of Los Angeles has made it easier than ever to add a legal rental unit to a single-family home. Even still, the planning and building process is complicated. This handbook serves as a guide so homeowners can decide if it is possible to build an ADU on their property. It provides preliminary answers to key questions and shows the steps the City will require, and what the design and construction of an ADU will entail.

This guidebook helps you to get started and to prepare the basic information you will need to give the City (at the Dept. of City Planning and the Dept. of Building and Safety), your lender, your designer, and your contractor. When you have taken photographs, measured your backyard, and sketched your idea for an ADU, as this guidebook illustrates, you will be well on your way.

There are architects, builders, and planners ready to help you at every stage. This guidebook does not replace their services, but it does provide helpful advice, websites, phone numbers, and office locations where your more specific questions can be answered. Because ADU rules can change, check the date of the guidebook in your hands (at the bottom of the page). More up-to-date information will be available from the City Departments of Planning and Building and Safety.

Good luck designing and building your ADU!

NOTE: Since every ADU project will be unique, there are important questions that we cannot answer, for instance: How much will it cost? How long will it take to build? In addition, this guidebook does not substitute for required review by City agencies. All questions should be directed to the Dept. of City Planning and the Dept. of Building and Safety. *Please see page 19 for contact information.*

INTRODUCTION

WHAT IS AN ADU?

An Accessory Dwelling Unit (ADU) is a residential unit that can be added to a lot with an existing single family home. ADUs can be detached (a separate building in a backyard), attached to or part of the primary residence, or a garage conversion. ADUs are independent rental units that have their own kitchens, bathrooms, living areas, and entrances.

WHY BUILD AN ADU?

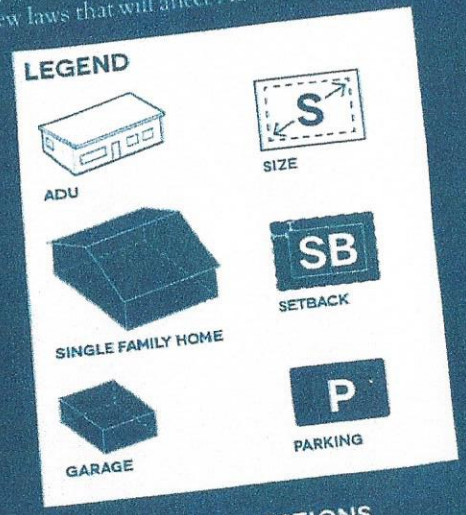
ADUs can provide additional space for caregivers, grown children, elderly parents, or renters. Because ADUs are rental units, they produce additional household income. "Empty nesters" can stay in their neighborhoods by moving into a smaller ADU and renting their larger existing home to pay the mortgage. An ADU can be built to house a relative or caregiver. There are many reasons for building an ADU on your lot.

WHAT IS THE LAW FOR ADUs IN THE CITY OF LOS ANGELES?

The new state law (AB 2299, effective January 2017) applies to LA and makes it easier to build an ADU on a single family lot. The state law encourages the construction of accessory units because the City needs more housing. You can read the entire law at the California Legislative Information website by searching *California AB 2299*. Please be aware that the City may pass new laws that will affect ADU construction.

HOW TO USE THIS HANDBOOK

This handbook provides general guidelines for property owners who want to add an ADU to a lot that already contains an existing home. It describes the various physical forms that ADUs can take, like garage conversions or backyard homes. Please be aware that other city ordinances apply that could impact your process. Consult the Dept. of City Planning and the Dept. of Building and Safety for site feasibility. See the Appendix for contact information.



THIS HANDBOOK ANSWERS THE FOLLOWING QUESTIONS

Can I add a unit to my lot?
What could my unit look like?
Can I convert my garage?
What are the necessary steps to build an ADU?

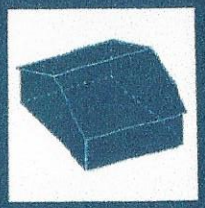
The **"FAQ" SECTION** contains additional information to help understand issues at play and answer common questions. This handbook is a first step to understand how an existing property might accommodate a new unit. However, it is not a replacement for hiring a professional to help plan your project.

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CAN I ADD A UNIT TO MY HOME?

X CHECK ALL THAT APPLY

☐ 1. I OWN A SINGLE FAMILY HOME



☐ 2. MY HOME HAS...

EXTRA SPACE IN MY BACKYARD OR A GARAGE IN MY BACKYARD OR ROOM THAT CAN BE CONVERTED INTO A UNIT WITH ITSOWN ENTRANCE

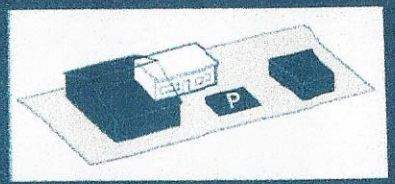


☐ 3. MY HOME ...

IS LOCATED WITHIN 1/2 MILE FROM PUBLIC TRANSIT? OR HAS ROOM AND ACCESS FOR AN ADDITIONAL PARKING SPACE

SEE PARKING REGULATIONS p. 12

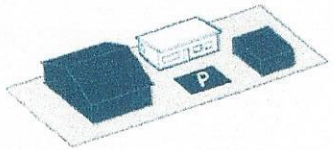
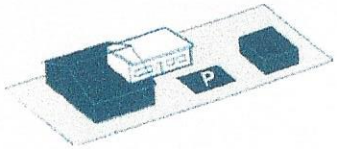
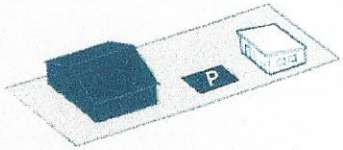
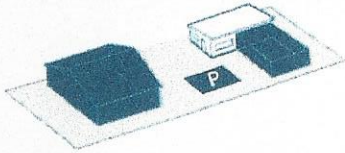
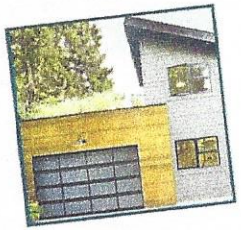




IF YOU CHECKED ALL THE BOXES YOU MAY BE ABLE TO BUILD ANADU!

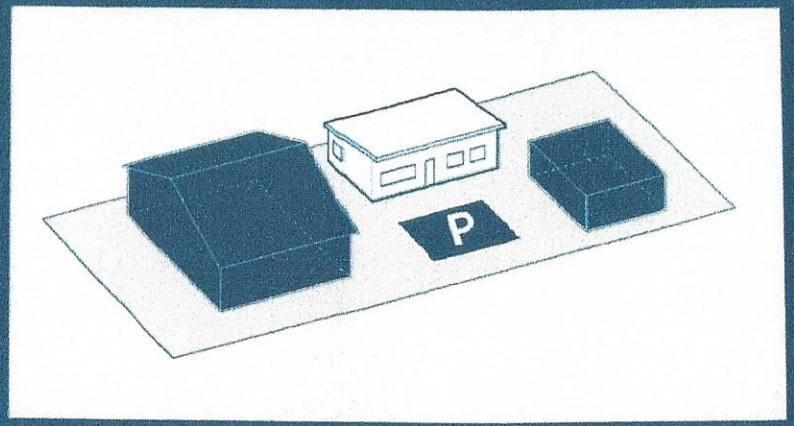
1035

TYPES OF ADUs

I WANT TO...	IT MAY LOOK LIKE...	
ADD A DETACHED UNIT ON MY LOT (SEE PAGE 6)		
ADD AN ATTACHED UNIT TO MY HOME (SEE PAGE 7)		
CONVERT MY BACKYARD GARAGE (SEE PAGE 8)		
ADD AN ATTACHED UNIT TO MY BACKYARD GARAGE (SEE PAGE 9)		

NOTE: Parking restrictions apply, please see pg.12 for more information.

DETACHED UNIT WITH EXISTING GARAGE



ADU REQUIREMENTS

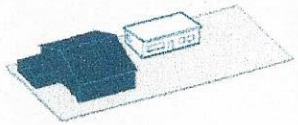
S Max. of 1200 sq ft
See also FAQ 8 p.18

SB 5 ft min. from side and rear property lines

10 ft min. between main house and ADU

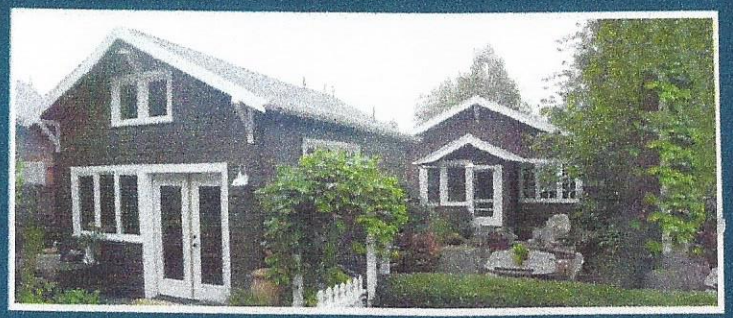
P See parking p.12

DETACHED UNIT VARIATION W/ EXISTING FRONT GARAGE

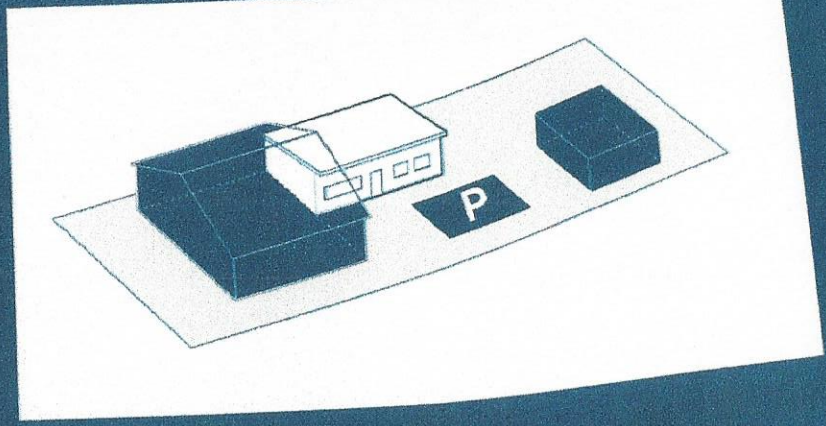


Must meet parking exemption

See also FAQ 6 p.18

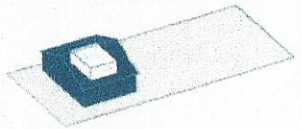


ATTACHED UNIT AS ADDITION TO HOUSE



ADU REQUIREMENTS

ATTACHED UNIT VARIATION WITHIN HOUSE



Size cannot exceed 50% of existing house; no other maximum size requirement applies to this variation

S No more than 50% of existing house and max of 1200 sq ft
See also FAQ 8 p. 18

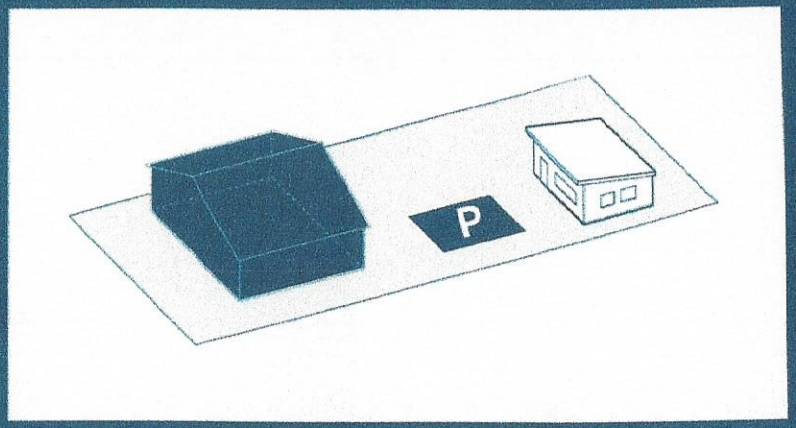
SB Side and rear setbacks as required by zoning

P See parking p. 12



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BACKYARD GARAGE CONVERSION



ADU REQUIREMENTS

S — Max. of 1200 sq ft
See also FAQ 8 p. 18

SB — No change to existing setbacks

P — See parking p. 12
If replacement parking is required, it may be uncovered.

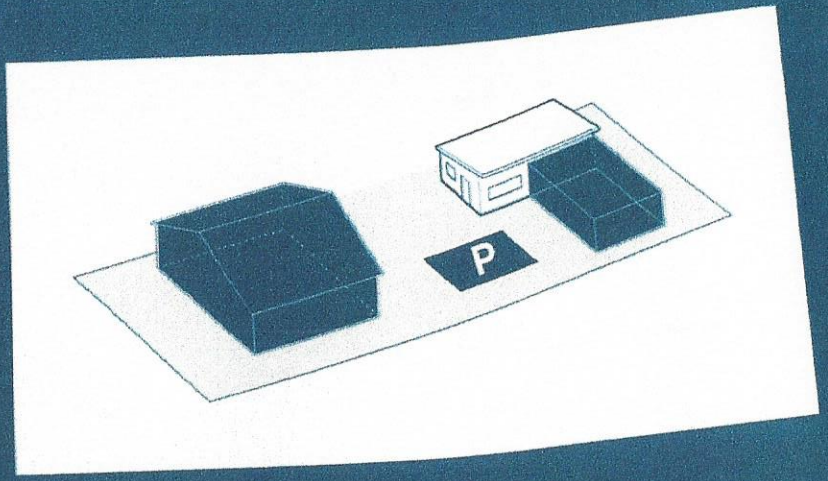
BEFORE



AFTER

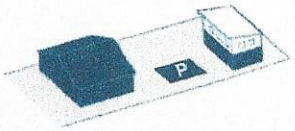


BACKYARD GARAGE ATTACHED UNIT



ADU REQUIREMENTS

ATTACHED UNIT VARIATION ABOVE GARAGE



S — Max. of 1200 sq ft
See also FAQ 8 p. 18

SB — 5 ft min. from side and rear property lines (required only for the ADU, not the garage itself)

10 ft min. between main house and ADU

P — See parking p. 12



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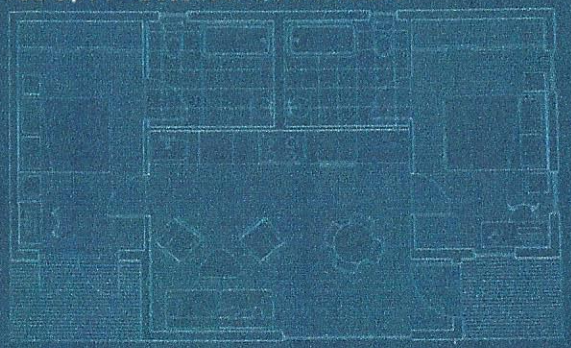
EXAMPLES OF ADU FLOOR PLANS

NOTE: The following are sketches showing possible room arrangements, but not plans for construction.

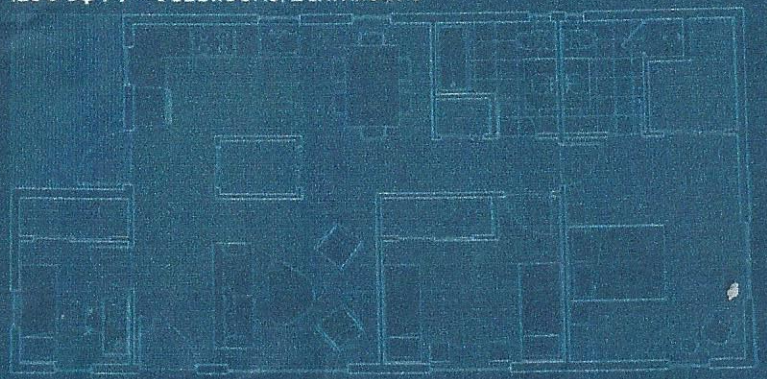
450 SQ FT – 1 BEDROOM, 1 BATHROOM



700 SQ FT – 2 BEDROOMS, 2 BATHROOMS



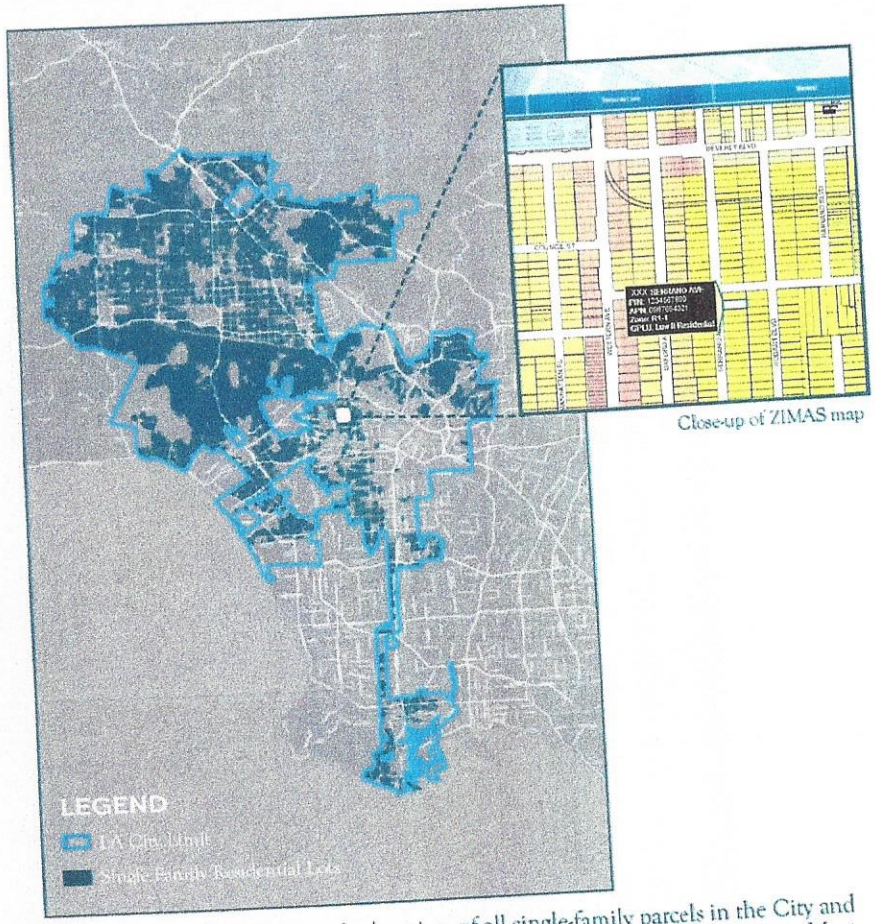
1200 SQ FT – 3 BEDROOMS, 2 BATHROOMS



CHECKING FOR ELIGIBILITY

FIND YOUR LOT ON THE LA RESIDENTIAL ZONING MAP (ZIMAS)

Every neighborhood in Los Angeles falls under specific zones. To build an ADU, your current house must be located in a residential zone, and most likely in a single-family residential zone. ADUs are permitted in all single-family zones. Any lot in these zones, regardless of its size, can add an ADU if it will fit. Your lot must have an existing house, only one ADU per lot is permitted, and the ADU cannot be sold separately from the house. An ADU must meet additional site requirements as well as building construction requirements as described in this booklet.



Close-up of ZIMAS map

The above map of LA shows the location of all single-family parcels in the City and gives you an idea of whether your home is located in a single-family zone. Most standard lots are 3,500 sq ft or more, and may comfortably fit an ADU. Lots under 3,500 sq ft may face feasibility issues. Visit ZIMAS *zimas.lacity.org* and enter your address to check lot eligibility.

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PARKING

HOW MUCH SPACE WILL I NEED FOR PARKING?

Many lots already accommodate two parking spaces in a garage or carport. When you add an ADU, you may need to fit one extra parking space on your lot. If an additional space is required, the space may be covered or uncovered.

YOU MAY NOT NEED ADDITIONAL PARKING IF:

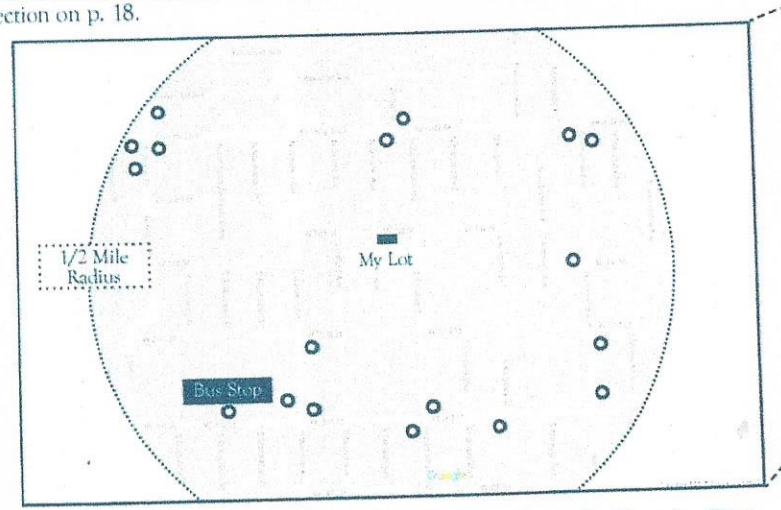
1. ADU is located within one-half mile of public transit.
2. ADU is located within an architecturally and historically significant district.
3. ADU is part of the existing primary residence or an existing accessory structure.
4. on-street parking permits are required, but not offered to occupant of the ADU.
5. there is a car-share vehicle located within one block of the ADU.

These are the five current parking exemptions as of July 2017, but parking requirements may change. Check with the Dept. of City Planning for current requirements.

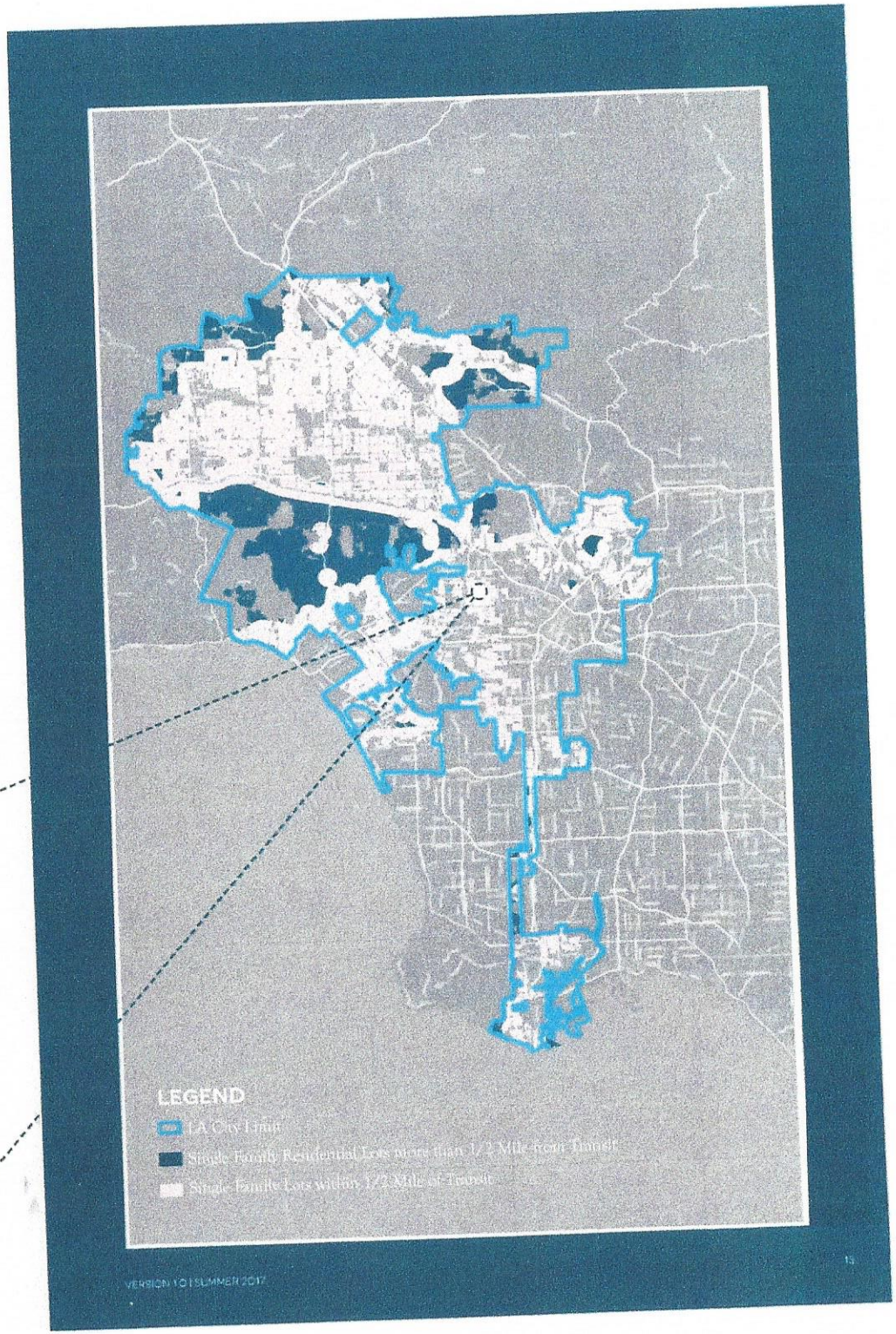
IS YOUR LOT NEAR TRANSIT?

Your lot may not need additional parking for your ADU, leaving room for open space, a patio, a bigger ADU, etc. If your lot is located within one-half mile of transit (defined as one-half mile from any bus stop or rail station), it should meet the parking exemption. Map II (p. 13) shows that many lots (coded in pink) meet the transit exemption. Verify your specific lot status with the Dept. of City Planning or the Dept. of Building and Safety, particularly since bus stops can move.

Not located near transit? Read about additional parking exemptions in the FAQ section on p. 18.



Google Maps show transit stops. Bring a map like this to the Planning Dept.



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LOOKS LIKE I CAN ADD A UNIT TO MY LOT! WHAT'S NEXT?

1. COLLECT INITIAL INFORMATION

TAKE PHOTOS OF YOUR LOT
to capture angles that show the available space relative to existing structures

→ **MAKE A SKETCH**
of your existing house and yard, showing the location and dimensions of structures on your lot

→ **BRING YOUR INFORMATION**
to the pre-application process with the Dept. of Building & Safety

2. DESIGN + PERMITTING

BEGIN PRELIMINARY PROJECT DESIGN and **DETERMINE FINANCING**

← **COMPLETE CONSTRUCTION DRAWINGS**

← **SUBMIT BUILDING PERMIT APPLICATION**
and pay fees

REVISE DRAWINGS
as required by city

→ **BUILDING PERMIT ISSUED**

→ **OBTAIN BIDS**
From contractors

3. CONSTRUCTION

SELECT CONTRACTOR

← **BEGIN CONSTRUCTION**

← **CONSTRUCTION INSPECTIONS**

CERTIFICATE OF OCCUPANCY

→ **DONE! YOUR NEW UNIT IS READY**



TIPS FOR DRAWING YOUR EXISTING LOT

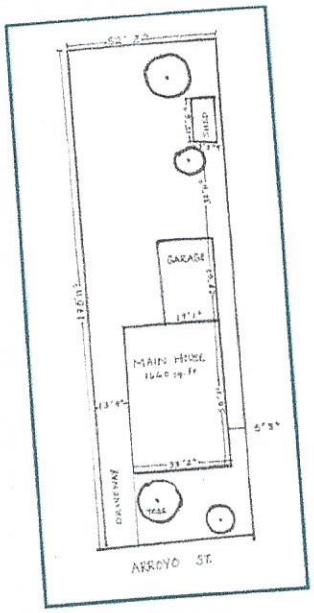
Measure and draw the shape of your lot.

Make notes of measurements on the sketch in terms of feet and inches.

As precisely as you can, draw the outline of your current house with measurements.

Measure and draw other permanent structures where they exist on your lot, such as a garage.

Mark the location of the driveway, major trees, and all structures (even if they will be demolished).



SKETCHING AN ADU ON YOUR EXISTING LOT

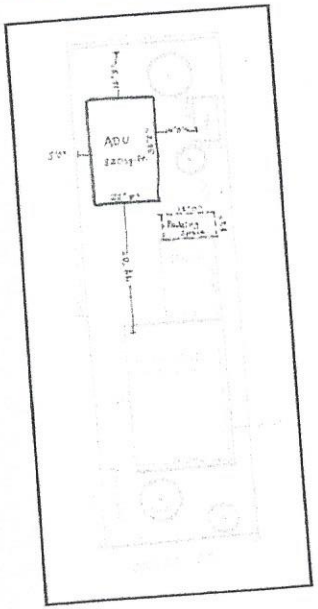
Make a copy of the drawing of your existing lot and sketch a floor plan of the ADU you want to build.

Show where you would park a car(s).
Tip: a typical parking space is 8ft 6in x 18 ft

Show any streets and alleys adjoining your lot.

Measure and block out 5 feet from each property line (for the setbacks).

Remember to leave at least 10 feet between the main house and your ADU, and avoid placing any structure(s) in the side and rear setbacks.



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FREQUENTLY ASKED QUESTIONS

1. HOW MUCH WILL MY ADU COST?
Since the size and construction of each ADU will differ, it is impossible to estimate the cost of your ADU. The cost per-square-foot of an ADU is likely to be the same as any other new residential construction; builders and architects can give you rough estimates.

2. HOW DO I PAY FOR MY ADU?
There are a number of ways to pay for the construction of an ADU. A common way is to borrow from a home equity line of credit if you have equity in your existing house. Other ways can be more complicated: 1. You could refinance your existing mortgage to take out a larger loan to provide cash for ADU construction (this will require equity in the home); 2. You may be able to obtain a private construction loan to build the ADU and refinance the loan with a new mortgage when construction is complete. You should start by talking to the bank that holds your current mortgage.

3. HOW DO I TELL IF I'M NEAR TRANSIT?
Many lots in LA are within a half-mile of transit, so that ADU parking will not be required. The City publishes a transit map at *media.metro.net/riding_metro/maps/images/system_map.pdf*. First, see if your lot appears to be within a half-mile radius of a bus stop, rail station, or a dedicated space where a shared-vehicle is parked. Second, call the Dept. of Building and Safety to give your property address. They can confirm whether you need to provide parking for your ADU.

4. CAN I SELL MY ADU?
No, you can only sell your house and ADU together. ADUs can be rental units or occupied by the homeowner or family members.

5. MUST THE HOMEOWNER LIVE ON THE PROPERTY?
No, both the existing house and the ADU can be rental units.

6. WHAT IF MY CURRENT GARAGE IS IN THE FRONT OF MY LOT?
If your existing garage is at the front of your house, in most cases you cannot convert it into an ADU. You may be able to build an ADU elsewhere on your property. You should check with the Dept. of City Planning.

7. CAN I LEGALIZE AN UNPERMITTED ADU ON MY LOT?
Although this guidebook focuses on new construction, you may be able to get permits that will legalize an existing rental unit on your property. You can contact the Dept. of Building and Safety for more information.

8. HOW BIG CAN I MAKE MY ADU?
There are some limits on the size of an ADU, based on the size of your lot and existing house. First, an attached ADU cannot be bigger than 50% of the existing house. For example, if your existing house in 2,000 sq. ft., the attached ADU cannot exceed 1,000 sq. ft. in size. Second, there is a "mansionization ordinance" that usually restricts the total square footage of all structures on a lot to 45% of total lot size. For example, if your lot is 10,000 sq. ft., the total built area (existing house, ADU, garage, etc.) cannot exceed 4,500 sq. ft. In addition, most ADUs cannot exceed 1200 sq. ft. The Dept. of City Planning will need to verify the specifics related to your project.

9. MY LOT SEEMS TOO SMALL OR UNUSUAL. CAN I STILL BUILD AN ADU?
Almost every lot in LA is unique, so this guidebook addresses the most common conditions. There are various types of ADU that work on different lots. For example, if a detached ADU will not fit in your backyard, you might attach a new unit to your current house. If the garage behind your house is inconveniently located, you could demolish and rebuild it with an ADU above. Sketch your ideas as suggested in the guidebook, and talk them over with the Dept. of Building and Safety.

10. IS AN ADU SUBJECT TO THE RENT STABILIZATION ORDINANCE?
If you add an ADU to your home, you can rent one or both of the units. If your home was built before 1979, one or both of the units may become subject to the City's Rent Stabilization Ordinance (RSO). To determine if an ADU triggers the RSO on your property, call (866)-557-7368. For more information about the RSO, visit homeforrenters.org.

RESOURCES

PROPOSED ADU ORDINANCE
As of July 2017, only state law regulates ADUs in the City of LA. The City may propose some modifications to the law in the future.
https://planning.lacity.org/ordinances/docs/ADU/InformationSheet.pdf

AB 2299 FULL TEXT
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2299

SB 1069 FULL TEXT
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160SB1069

LA DEPT. OF CITY PLANNING
https://planning.lacity.org/
Due to the complex nature of planning and building regulations, web-based information may be difficult to navigate and interpret. Questions may be addressed to Matthew Glesne at *matthew.glesne@lacity.org* or 213 978 2666.

LA DEPT. OF BUILDING AND SAFETY
http://www.ladbs.org/
Call 311 within the City limits
From outside Los Angeles call (213) 473-3231.

LADCP / LABBS MEMO PERTAINING TO ADUS, DECEMBER 2016
https://planning.lacity.org/documents/Citywide/MemoAB2299.pdf

ZIMAS
http://zimas.lacity.org/

CITYLAB – UCLA
https://citylab.ucla.edu/
citylab@aud.ucla.edu
310 794 6125

FURTHER READING
Accessory Dwelling Units
www.accessorydwellings.org

Backyard Homes LA - a pamphlet that describes the logics, design, and implementation of Backyard Homes as a response to current housing conditions in LA.
https://static1.squarespace.com/static/58e4e9705016e194dd5cde43/t/588b3783b3db4f197bb761c6/1492858885878/2010_Backyard_Homes.pdf

cityLAB - UCLA, Backyard BUNGOME
https://citylab.ucla.edu/backyard-bungome-1

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Dana Cuff and Jane Blumenfeld

Thank you to the following individuals, whose consistent feedback and willingness to lend their expertise have made this guidebook possible. Their enthusiastic support for this project will ensure that more Angelenos interested in building an ADU will have the resources and support they need. We especially wish to thank Council District 7, which supported this effort.

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VERSION 1.0 | SUMMER 2017

Jurisdiction	Min / Max ADU size	Min lot size	Max height Attached	Max height Detached	Two bedroom ADUs	JADUs – conversion of bedroom to dwelling	Zones Allowed	Required Parking	Owner Occupancy	Deed Notice
Burlingame	None / 640 sf	6,000 sf	15 ft		Allowed	Not allowed	All residential zones	One space	Required	Required
Daly City	None / 1,200 sf *(max applies to detached only)*	None	30 ft††		Allowed	Not allowed	All residential zones	None	Required	Required
Redwood City	None / 700-900 sf§	None	28 ft	14 ft	Allowed	Not allowed	All residential zones	None	Required	None
San Bruno	150 sf / 640 sf	None, but likely 2,500 sf to meet requirements	28 ft		Not allowed	Not allowed	All residential zones	One space	Required	Required
San Carlos	None / 640 sf detached or up to 30% of total living area attached	None	15 ft unless above a detached garage, then 28 ft		Allowed	Not allowed	RS-3, RS-6, and RM-20	One space	Required	Required
City of San Mateo	None / 640 sf	None	24 ft to plate line and 32 ft to roof top		Allowed	Allowed	Single-family and multifamily districts with a single-family dwelling	One space	Required	Required
San Mateo County	None / 1,200 sf	5,000 sf	26 ft		Allowed	Allowed	Bay side: all R zones except R-3 Coast side: R-1	0-2 bedroom: one space 3+ bedroom: two spaces	No requirement	None
South San Francisco	None / 900 sf detached or 50% of primary dwelling attached	None	28 ft		Allowed	Not allowed, but allow for efficiency units MAX 150 S.F.	RL-8 SFD or wherever a SFD is constructed	One space	Required	Required

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item M.2. Meeting Date: 9/17/2018

SUBJECT: City Council Discussion on District Meetings

REPORT IN BRIEF
This item is to initiate a Council discussion on holding individual informational meetings by Council District.

RECOMMENDATION
Provide staff direction on scheduling a yearly meeting in each Council Member's respective district.