CITY OF MERCED

Meeting Agenda

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

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

Monday, July 20, 2015 | **7:00 PM** | **Council Chambers, 2nd Floor, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340**

Study Session at 6:00 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 Chambers. 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 Chambers

A. STUDY SESSION ROLL CALL

B. STUDY SESSION

B.1. **SUBJECT:** Re-evaluation of the Future Police Building Site

REPORT IN BRIEF

The City Council has indicated an interest in re-evaluating the site that was selected as the City's future Police Headquarters Building.

RECOMMENDATION

City Council - Adopt a motion providing the City Manager with direction regarding the future Police Headquarters Building.

C. CALL TO ORDER

C.1. Invocation - Chas Jolly, Member of the Board Congregation Etz Chaim

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

D.1. City Clerk Announcement - 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 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 Public Financing and Economic Development Authority receive no compensation.

F. CEREMONIAL MATTERS

F.1. Father of the Year Award - Presented by Paul Lundberg

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. 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. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. The Mayor may, at his discretion, decrease the time allotted to speakers in order to accommodate as many speakers as possible. Members of the public who wish to speak on a matter this is listed on the agenda will be called upon to speak during discussion of that item.

I. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Councilmember, 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.

I.1. **SUBJECT:** Information Only - Economic Development Advisory Committee Minutes of January 27, 2015 and March 31, 2015

I.2. **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.

I.3.

SUBJECT: Award Bid to BMY Construction Group, Inc., for the Wastewater Treatment Plant UV Building Remodel Project 115029

REPORT IN BRIEF

Consider awarding a construction contract in the amount of $245,543 for the remodel of the WWTP UV Building.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding the bid for the Wastewater Treatment Plant UV Building Remodel Project 115029, to BMY Construction Group, Inc., in the amount of $245,543.00; and,

B. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.4.

SUBJECT: Award Bid to DOD Construction for the CDBG South Merced ADA Ramps Project 115028

REPORT IN BRIEF

Consider awarding a construction contract in the amount of $105,990 for the installation of handicap access ramps and sidewalks at various locations.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a technical amendment to the 2014 HUD Annual Action Plan in the amount of $50,000 due to construction costs; and,

B. Authorizing a transfer from Fund 018-Housing to Fund 450 -Streets and Signals CIP in the amount of $50,000 and appropriating the same to Account 450-1104-637.65-00-Project 115028 South Merced ADA Ramps; and,

C. Approving the First Amendment to Interdepartmental Cooperative Agreement between the City of Merced Economic Development and Development Services Departments in the amount of $50,000; and,

D. Awarding the bid for the CDBG South Merced ADA Ramps Project 115028, to DOD Construction, in the amount of $105,990; and,

E. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.5.

SUBJECT: Street Sweeping Agreement with Merced Camelot Owners Association

REPORT IN BRIEF

Consider providing street sweeping services to Merced Camelot Owners Association, as the residents pay for refuse services, which include street sweeping

RECOMMENDATION

City Council - Adopt a motion approving an agreement to provide street sweeping to Merced Camelot Owners Association

I.6.

SUBJECT: Purchase a Pierce Quantum Pump Under Cab (PUC) Pumper Fire Engine Utilizing a Government Procurement Program and Waiving the Competitive Bidding Process

REPORT IN BRIEF

Recommends purchasing a Pierce Quantum PUC Pumper Fire Engine from Pierce Manufacturing, Inc., (Pierce) using the Houston-Galveston Area Council Government (HGAC) Cooperative Purchasing Program and waiving the bidding threshold.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the purchase of one (1) Quantum PUC Pumper Fire Engine from Pierce, with a total purchase price of $575,203.42, which includes the discount through the HGAC Cooperative Program, factory inspection trips, delivery/dealer preparation, performance bond, contingency fund, 100% pre-payment discount, and 8% sales tax; and,

B. Waiving the competitive bid requirements, in conformance with Section 3.04.210 of the Merced Municipal Code.

I.7. **SUBJECT:** Citizen Engagement Application Service Contract

REPORT IN BRIEF
Enter into a contract with PublicStuff, and amend a contract with SunGard for a Citizen Engagement Application for $17,784.29 per year.

RECOMMENDATION
City Council - Adopt a motion approving the PublicStuff contract and approving the SunGard contract amendment for a citizens engagement application; and, authorizing the City Manager to execute the necessary documents.

I.8. **SUBJECT:** Authority to Sign Addendum and License E-mail Archiving Product

REPORT IN BRIEF
Consider approving an addendum to the City's existing Enterprise Agreement (EA) contract with Microsoft for e-mail archive product.

RECOMMENDATION
City Council - Adopt a motion approving an addendum to the City's Enterprise Software Agreement with Microsoft by licensing Microsoft's email archiving product (Exchange Online Archiving); and, authorizing the City Manager to sign the necessary documents.

I.9. **SUBJECT:** Predictive Policing Software Contract

REPORT IN BRIEF
Enter into a contract with Predpol to provide predictive policing software that will assign probabilities of future crime events for $44,700.00 for three years. The initial payment will be for $30,000.00 and the next fiscal year payment will be $14,700.00 for a total of $44,700.00.

RECOMMENDATION
City Council - Adopt a motion approving the contract with Predpol, and; authorizing the City Manager to execute the necessary documents.

I.10. **SUBJECT:** Parking Enforcement on County Parking Lots

REPORT IN BRIEF
Agreement between the City of Merced and Merced County for parking enforcement services on county owned parking lots located within the

jurisdiction of the City of Merced.

RECOMMENDATION

City Council/Parking Authority - Adopt a motion approving an agreement with the County of Merced for the Merced Police Department to provide parking enforcement services on all County owned parking lots within the jurisdiction of the City of Merced; and authorizing the City Manager to execute all necessary documents.

I.11. **SUBJECT:** Fahren's Park Assessment District Bond Call

REPORT IN BRIEF

Consider approving Fahren's Park Assessment District early Bond Call.

RECOMMENDATION

City Council - Adopt a motion approving Fahren's Park Assessment District Early Bond Call; and, authorizing the Finance Officer to make the necessary budget adjustments.

I.12. **SUBJECT:** Supplemental Appropriation from General Fund, FY 14/15 Fund Balance for Contract City Attorney Services

REPORT IN BRIEF

A supplemental appropriation is required to reimburse Best, Best, & Krieger, Attorneys at Law for services rendered.

RECOMMENDATION

City Council - Adopt a motion authorizing a supplemental appropriation from the General Fund, FY 14/15 Fund Balance to Account 001-0301-512.17-00 (Professional Services) in the amount of $7,973.90 to reimburse Best, Best, & Krieger, Attorneys at Law for services rendered and not anticipated in the original contract.

J. 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.

J.1. **SUBJECT:** Public Hearing - General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46 for an approximately 6 acre portion of a 10.42 acre parcel located at the southeast corner of Pacific

Drive and Horizons Avenue

REPORT IN BRIEF

Request for City Council approval to change the General Plan, Specific Plan, and Site Utilization Plan designations for a portion of a parcel located at the southeast corner of Pacific Drive and Horizons Avenue to allow the future construction of an apartment complex.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2015-29**, A Resolution of the City Council of the City of Merced, California, approving a Mitigated Negative Declaration for General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46 and approving General Plan Amendment #14-04 and Revision #2 to the Fahrens Creek Specific Plan changing the land use designation from Low Density Residential (LD) to Village Residential (VR) for an approximately 6 acre portion of an approximately 10.42 acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue;

B. Introducing **Ordinance 2445**, an Ordinance of the City Council of the City of Merced, California, approving Site Utilization Plan Revision #4 to Planned Development (P-D) #46 changing the land use designation from Low Density Residential (LD) to Village Residential (VR) for an approximately 6 acre portion of an approximately 10.42 acre parcel generally located at the southeast corner of Pacific Drive and Horizons Avenue; and,

C. Approving the Developer Agreement and Authorizing the City Manager to execute the necessary documents.

K. BUSINESS

K.1.

SUBJECT: Appointment to Fill Vacancy on the Independent Districting Advisory Committee (IDAC)

REPORT IN BRIEF

Consider appointing one candidate to fill a vacancy on the IDAC.

RECOMMENDATION

City Council - Adopt a motion appointing one candidate to the Independent Districting Advisory Committee to fill the seat vacated by

Carl Pollard.

K.2. Request to Add Item to Future Agenda

K.3. City Council Comments

L. ADJOURNMENT

ADMINISTRATIVE REPORT

Agenda Item **B.1.** Meeting Date: 7/20/2015

Report Prepared by: *John M. Bramble, City Manager*

SUBJECT: Re-evaluation of the Future Police Building Site

REPORT IN BRIEF
The City Council has indicated an interest in re-evaluating the site that was selected as the City's future Police Headquarters Building.

RECOMMENDATION
City Council - Adopt a motion providing the City Manager with direction regarding the future Police Headquarters Building.

ALTERNATIVES
A. Indicating that the staff should utilize the site selection criteria to obtain other suitable sites for the Police HQ Building Site for City Council consideration; or,
B. Indicate that the Mansionette property is an appropriate location for the future Police HQ Building Site; or,
C. Indicate that the Mansionette site is not the optimal property site and request proposals for an exchange of property that meets all the site criteria for a proposed Police HQ Building site; or,
D. Defer to a future Council Study Session.

AUTHORITY
Charter of the City of Merced, Section 200

CITY COUNCIL PRIORITIES
The City Council at their 2014 Council Policy Planning Session approved an action item that requested a re-evaluation of the Mansionette and Yosemite Site as to its appropriateness as the site for the future Police Headquarters Building.

DISCUSSION
The City Council requested that the City Manager and City Attorney review the steps that would be needed in the event the City Council made the decision that the Mansionette and Yosemite Avenue site does not meet the Council's policy criteria that as the optimum site for a Police HQ Building site for the City.

The City Attorney prepared an outline of the steps that would be necessary to follow in the event the City Council made the decision that a new site for the Police Station should be pursued. Outlined

below are the seven steps that would be required if the City Council made the decision that the present site would be more appropriate for private development and a new site search be conducted utilizing the site criteria established in 2008 to select a future Police Building site.

Outlined below are the seven steps that would be required to sell the Mansionette property once the City Council provides direction on the present site:

1. The City conducts a formal process to select a new location for the Police Building utilizing the site criteria previously established.
2. The City options or enters escrow to acquire a new location for Police Headquarters and has the necessary funds to acquire the site.
3. The City Council amends the General Plan to remove the Headquarters site from the Mansionette and Yosemite site.
4. The Planning Commission makes a finding of consistency with the General Plan. Council then can declare the present site as surplus.
5. City Council makes the necessary legal findings to sell the present police station site.
6. City provides notice of the proposed sale to specified public entities.
    a. The entities have 60 days to inform the City of their interest in acquiring the property. If a public entity indicates interest then there is a 90 day negotiation period.
    b. The City conducts an appraisal of the property.
    c. If there is no agreement with the public entity for the use of the property, then the property then can be placed on the open market for sale or a request for bid process would be conducted for the sale of the property.
7. The City Council approves a sale and acquires the new location for a police headquarters.

In the event the City Council selects the process of requesting an exchange of the property the steps outlined above are very similar to the declaring the property open for sale.

HISTORICAL OVERVIEW

The City purchased the Yosemite and Mansionette 5.16 acre site in March 2010 for a total of $1,112,388 (included closing and escrow costs). The property was purchased for $4.85 per square foot, 7.78% over the appraisal of $4.50. The initial approval was to purchase 4.55 acres; however, after negotiating with the property owner the final land purchase was 5.16 acres to align the property to the Sandpiper right-of-way. The funding came from the Public Facility Financing Plan fees that are paid by new development for the purpose of building infrastructure that new growth imposes upon the community.

The site analysis was conducted by a 9 person team consisting of the Police Department, Development Services planning and engineering staff, City Manager's Office, Economic Development staff and City Attorney office staff.

The site analysis was narrowed to three sites after a City Council study session with the City Council selecting the Yosemite and Mansionette site based on its central location for the future growth of the City and how it ranked against the other three sites the City Council reviewed.

COUNCIL CONSIDERATIONS

Site Re-evaluation:
The staffing for the re-evaluation of sites will include the Chief of Police, City Manager, City Attorney, the Engineering Department Architect and the Economic Development Director. It will be necessary for the time expended by the Engineering Department to be funded either from the PFFP Funds or a contribution from the General Fund in an amount of approximately $8,000 to conduct the site evaluation process.

Request for Proposals (Exchange of Property):
The staffing for preparation of the Request for Proposals for a possible exchange of properties would require the Chief of Police, City Manager, City Attorney, Engineering Department Architect, Finance Officer and Director of Development Services for the oversight and administration of the Request for Proposal process. It is estimated that the time for the Engineering Department to conduct this process is very similar to the above cost estimate

IMPACT ON CITY RESOURCES

The City has approximately $4.0 million in Public Facility Financing Fees for the police headquarters site. The sale of the property at Yosemite and Mansionette would be a part of the total funding for the design and construction of a new Police Headquarters as would the sale of the property at 22nd and M Streets.

ATTACHMENTS

1. Site Selection Process Criteria
2. List of Sites previously evaluated

future expansion. A search began to identify existing buildings and/or sites to be considered for the facility. Twenty-six (26) building site alternatives were identified by the committee. Each site was then reviewed and scored as to their adequacy against site criteria standards. The Project Committee was able to reduce the initial list to three sites that met all of the site criteria, which are presented in this report. A map of the 26 locations is attached.

SITE CRITERIA UTILIZED:

The Project Committee identified 21 points of criteria to be utilized on each location that was identified to determine the value, both positive and negative, of that location. A point value was given to each criteria point, and each location received a total score. The criteria points used included:

Criteria	Point Value
• Property size	10
• Demolition of structures	-5
• Environmental	-5
• Relocation of current structures and/or businesses	5
• Loss of income	5
• Historic building	-10
• Existing building used	5
• Existing parking used	5
• Existing utilities	5
• Access points	10
• Located on major arterial	5
• Existing traffic signal (tri-light)	5
• Central location	10
• Adjacent to railroad	-5
• Adjacent to residential	-5
• Multi / Commercial zoning	5
• Proximity to Civic Center	5
• Better recommended usage	-5
• Cost	10
• Site visibility	10
• Traffic congestion	-5

DISCUSSION:

The current Police Headquarters Building is a two-story building sitting on 1.03 acres with approximately 20,000 square feet of building space and 67 parking spaces within the property. The building currently houses the Police Administration, including the Chief, Secretary III, and Criminal Analyst (3 employees); the Administrative Division, including a Lieutenant, Communications Unit, Records Unit, and Training Unit support staff (30 employees); Investigations Division, including a Commander, Sergeant, Detectives, Court Liaison Officer, and Evidence / Property Room staff (18 employees); and Operations Division, including a Lieutenant, Animal Control, Great Officers, Parking Enforcement, School Resource Officers and VIPS (Volunteers in Police Services) (14 employees); a total of 64 employees.

Other units not currently house at the main station include the four patrol shifts, the Community Aides, the Gang Violence Suppression Unit, and the Traffic Unit. These units are currently housed at either the North and South Stations, or the Shannon Parcade Facility. This accounts for 72 additional employees.

With a projected workforce of 189 sworn personnel and 80 civilian personnel by the year 2035 (25-year build out), the projected building size would need to be approximately 50,000 square feet, with a total of 196 parking spaces. This would require an approximate 2.5-acre site. For a site that would also house the expanded property room building (currently an additional rental site), and with room for building and parking expansion necessary for the future growth of the City, a larger acreage site would be required. The real estate market is in a favorable position to proceed with acquisition negotiations.

In order to meet the needs for the future, the Project Committee has identified three sites available for current and/or future needs of the City and the Department. Those sites are:

1. Yosemite Avenue and Mansionette Drive, with vacant, undeveloped property – 4.55 acres.

Site Study and Recommendations

CITY OF MERCED POLICE HEADQUARTERS

SITE CRITERIA — Part One

The following is a list of basic requirements for the selection of a site:

- **Building**

  1. As determined by the needs assessment a two story building of 47,553 square feet.
  2. Police stations reviewed, built within the last 10 years, of similar size were two stories.
  3. A one story building or three story building would be less efficient.
  4. Parking under the building would be cost prohibitive.

  The footprint of the building would be approximately 23,776 square feet.

- **Parking — Note: all parking would include drive isles, landscape areas, and backup space**

  1. 12 Public Parking spaces @ 339 square feet per space = 4,068 square feet.
  2. 90 City / Department spaces @ 339 square feet per space = 30,510 square feet.
  3. 75 employee spaces @ 339 square feet per space = 25,425 square feet.
  4. 6 oversize spaces @ 425 square feet per space = 2,550 square feet.
  5. 2 SWAT & 6 trailers @ 339 square feet per space = 2,712 square feet.
  6. Area for emergency generator & tank = 275 square feet.
  7. Oversize Evidence storage = 929 square feet.
  8. File storage building = 820 square feet.

  The footprint of the parking would be approximately 67,289 square feet.

- **Future Expansion**

  1. Long Term Evidence Storage Building & Parking = 10,724 square feet.
  2. Building expansion by 10% = 4,756 square feet / 2 stories = 2,378 square feet.
  3. Parking lot expansion by 10% = 6,729 square feet.

  The footprint for expansion would be 19,831 square feet.

- **Total Land Required for New Police Central Facility plus minimum future expansion**

  2.5 acres

- A Larger site is preferable for the following reasons;

  1. It would allow for design versatility, such as a Community Room, a new Emergency Operations Center, floor layouts, additional facilities, and the combining of operations.

  2. Allowing future expansion of the police station, parking and additional facilities for many years.

CITY OF MERCED POLICE HEADQUARTERS

SITE CRITERIA — Part Two

The following is a list of basic requirements for the selection of a site:

- **Vacant Site versus Occupied Site**
  1. A vacant site, (not developed), would be the first choice for the following reasons;
     a. The cost of demolition of existing buildings or residences.
     b. The cost of relocation of existing buildings, residences, & businesses.
     c. The cost of lost revenue for business.
     d. The possibility of environmental concerns.
     e. The possibility of Historic designation of a building.
  2. An occupied site could have the following advantages if they exist and will work with the needs program;
     a. The reuse of an existing building.
     b. the reuse of existing parking.
     c. The reuse of existing utilities.
- **Access**
  1. The site must have a minimum of two access points.
  2. At least one access point on a major road.
  3. Preferably only secondary access on a residential road or not at all.
  4. Preferably at least one signal at one access point.
- **Visibility**
  1. Site should be on or visible from a major road.
- **Adjacent to Railroad Tracks**
  1. Location next to railroad track is unacceptable for the following reasons;
     a. Noise.
     b. Ability to respond.
     c. The possibility of environmental concerns.
     d. The possibility of the tracks being blocked and restricting access.
- **Location**
  1. Centrally located for access of the citizens of Merced both now and in 2035.
  2. Preferably not located adjacent to residential.
  3. Preferably located in a Multifamily or Commercial zone.
  4. Centrally located for easy access to the Civic Center, Courts & DA's office.

SITE CRITERIA — Part Three

The following is a list of basic requirements for the selection of a site:

- **Sites with better uses**
  1. Some sites have been identified for better uses such as;
     a. Commercial development that would bring in revenue to the City.
     b. Senior Care facility.
     c. Reuse of a commercial building like the hospital, grocery store, or business.
- **Cost**
  1. The city has $2,000,000.00 on hand to purchase the property;
     a. Sites that would require additional funds would have to be put off to a future date.
     b. Sites under the $2,000,000.00 would allow for further design and environmental work to be done.
     c. Sites over the $2,000,000.00 that are multiple acquisitions could be started and then completed at a later time.
     d. If a site was chosen that is over the $2,700,000.00 on hand, the City could look at ways to acquire additional funding.

- **Traffic Congestion**
  1. Traffic Congestion is a big concern for the location of a new Central Police Station for the following reasons;
     a. Accessibility to the site.
     b. Ability to respond to an emergency.
     c. The possibility of accidents, both police & civilian.
     d. In a disaster, the ability to become responsive to any situation.

- **Ability to Acquire the Property**
  1. Is the seller willing to sell the property?
  2. Will the City have to go to condemnation?
  3. What will the Public response be to the site?

SITE CRITERIA — Part Four

The following is a list of basic requirements for the selection of a site:

- **Smaller than minimum sites;**

1. A Smaller sites would require either a parking structure or parking under the building, which would be a significant increase in cost. The last garage we built in Merced was approximately $30,000.00 per parking space. Estimated cost 5-6 million dollars.

2. A Smaller site would require the building to go upward, three to four stories instead of two. This would increase costs, loss of efficiency to the circulation, and increase in square footage because of redundancy of items. (Like corridors, elevators, bathrooms, janitors closets, storage, mechanical chases, ect.)

3. The future expansion of both building and parking would not be possible. This was the most important item, according to the police facilities built in the last 10 years, that needs to be planned for. This would put the facility, if built on a smaller site, in the same position we are in today 20 to 30 years down the line.

4. A smaller site would not allow for design flexibility in design for adding a community room, a new Emergency Operations center, long term evidence storage, storage & file storage building, additional services and reduction in services.

5. A smaller site would require reducing the number of public and secure parking spaces or both or allow for any expansion of parking spaces as the Police Department grows.

CITY OF MERCED POLICE HEADQUARTERS

SITE CRITERIA—Ranking Data

The following is a list of recommendations to judge sites on plus or minus points based on a scale of 1-5 OR 1-10:

- **Property Size**
  - (+) 1. Minimum 2.5 acres includes building and parking.
  - (+) 2. Larger site would allow for future expansion, relocation of long-term evidence and additional parking.
  - (-) 3. Smaller site would require the building to expand vertically, with the possibility of parking under the building. This would add cost to construction but could save on land costs.
  - (+) 4. Site will be a police facility only, additional land may be used for other City needs.

- **Vacant land vs. Occupied land**
  - (-) 1. Occupied land would have some or all of the following costs;
    - a. Demolition of structures, parking and utilities.
    - b. Environmental review, concerns, especially previous commercial use.
    - c. Cost of relocation of residences or businesses.
    - d. Cost of loss of business income.
    - e. Relocation of historic buildings.
  - (+) 2. Occupied land would have some or all of the following cost savings;
    - a. Use of existing structures, parking, and utilities.
  - (-) 3. Vacant Land would have some or all of the following costs;
    - a. Construction of utilities, roads and frontage improvements.
    - b. Environmental review.

- **Accessibility**
  - (+) 1. Site shall have a minimum of 2 access points.
  - (+) 2. Site shall be located adjacent or close to a major roadway.
  - (+) 3. Signalized intersection preferred, or able to be added.

- **Location**
  - (+) 1. Site should be centrally located in Merced for easy access to the public.
  - (+,-) 2. Site should not be adjacent to any railroad tracks.
  - (+,-) 3. Site should not be adjacent to residential.
  - (+) 4. Site should be in Multi-Family or Commercial Zone.
  - (+) 5. Site should be conveniently located for access to Civic Center, Courthouse and DA's office

- **Better use of Property**
  - (-) 1. Sites that would be better for the City to have as a location for new businesses to occupy.
  - (-) 2. Sites that are not contiguous.

- **Costs**
  - (+,-) 1. Base line for site cost is $1,500,000.00 for a 2.5 acre parcel.

- **Traffic Congestion**
  - (+,-) 1. Amount of traffic exceeds design street configuration at peak times.
  - (+,-) 2. Major route and access is on a local street.

September 22, 2009

MERCED CENTRAL POLICE STATION
City of Merced
Project No. 100090

SITE ANALYSIS

Location	Acres	Area	Size	Demolition	Relocation	Cost	Stories	Parking Area		Future	Remarks
	Approx	Approx	Approx			Approx				Expan	
Recommended											
Yosemite Avenue &	9.14	398,138 SF	660 X 604	No	No	3.2 Mil	2	108,000	Required	Yes	Expansion Possible
Manzanita	(4.85)	(194,300 SF)	(325 X 604)			1.7 Mil	25,000	368,138	Provided		Possibility of Buying 1/2 Site
								290,138	Difference		
Meadows Avenue &	6.9	295,700 SF	645 x 460	No	No	2.75 Mil	1	156,585	Required	Yes	Possibility of Selling or Using
Loughborough Drive							50,000	295,700	Provided		1/2 of Site
								139,700	Difference		
"K" Street &	2.1	87,700 SF	308 x 312 +	Yes	Yes	4.2 Mil	3	64,000	Required	Yes	Small Expansion Possible
Main Street			150 x 150				16,660	87,700	Provided		2 Commercial Relocations
Bank Of America								23,700	Difference		
						1 Mil R	25,000				
Existing Site	1.83	45,000 SF	300 x 150	Yes	Yes	0	3	64,000	Required	No	No Additional Property Available
22nd Street &							15,000	45,000	Provided		
"M" Street								-19,000	Difference		
Not Recommended											
16th Street &	1.93	45,500 SF	300 x 150	Yes	Yes	1.35 Mil	3	64,000	Required	No	
"N" Street						.5 Mil R	15,000	45,000	Provided		3 Residential/Com Relocations
Extra Lot	0.34	15,000 SF	100 x 150	No	No	$400,000		15,000			
											2 Residential/Com Relocations
Plus Extra Lot	0.34	15,000 SF	100 x 150	Yes	Yes	$400,000		4,000	Difference	No	* Historic Building / Move?
Remaining Lots	1.65	45,500 SF	300 x 150	Yes	Yes	2 Mil	3			Yes	Small Expansion Possible
						3.5 Mil R	25,000				
Yosemite Avenue &	5.64	146,000 SF	543 x 284	No	No	1.06 Mil	1	64,000	Required	Yes	Expansion Possible
"R" Street							50,000	146,000	Provided		
								84,000	Difference		
Yosemite Avenue &	8.13	223,720 SF	376 X 596	No	No	2.3 Mil	2	64,000	Required	Yes	Expansion Possible
"G" Street							25,000	223,720	Provided		
								159,720	Difference		
Olive Avenue &	6.5	177,000 SF	300 x 590	Yes	No	2.3 Mil	1	113,000	Required	Yes	Limit of building/parking design
"G" Street							50,000	177,000	Provided		
"Albertsons"								64,000	Difference		
Walgreen's Site	4.0			Yes	Yes						
Park Avenue	2.8	121,968 SF	199 x 490 x	No	No	$975,000	2	64,000	Required	Yes	Small Expansion Possible
			344				25,000	121,968	Provided		
								57,968	Difference		
Main Street I	2.5	112,500 SF	490 x 100 +	Yes	Yes	2.85 Mil	2	64,000	Required	Yes	Small Expansion Possible
Main & G			175 x 150 +			2.0 Mil R	25,000	121,968	Provided		4 Empty Commercial
			170 x 100					57,968	Difference		4 Commercial Relocations
20th Street &	1.37	60,000 SF	150 x 400	Yes	Yes	3.1 Mil	3	64,000	Required	No	
"M" Street							15,000	60,000	Provided		
								-4,000	Difference		
16th Street &	3.0	130,680 SF	700 x 170 +	Yes	No	0	1	64,000	Required	Yes	Small Expansion Possible
M.L.K Way			600 x 80 +				50,000	130,000	Provided		
			80 x 90					66,000	Difference		
16th Street &	4.37	190,357 SF	490 x 160 +	Yes	Yes	3.5 Mil	2	64,000	Required	Yes	Small Expansion Possible
M.L.K Way			RMO 3 AC			1.0 Mil	25,000	114,000	Provided		* Redevelopment / Commercial
(New)								50,000	Difference		* Additional Public Parking
Main Street II	2.32	101,200 SF	350 x 150 +	Yes	Yes	2.85 Mil	2	64,000	Required	Yes	Small Expansion Possible
Main & I			225 x 100 +			2.0 Mil R	25,000	101,200	Provided		4 Empty Commercial
			100 x 150					37,200	Difference		6 Commercial Relocations
14th Street & "O"	2.94	128,000 SF	329 X 400	Yes	Yes	3.5 Mil	2	100,000	Required	Yes	Small Expansion Possible
						2.0 Mil R	25,000	128,000	Provided	Yes/Yes	9 Residential/Com Relocations
								28,000	Difference		1 Empty Residence
											1 Empty Commercial
27th Street &	2.9	126,000 SF	329 x 400	Yes		25.0 Mil	1	64,000	Required	Yes	Small Expansion Possible
"M" Street				No			50,000	126,000	Provided	Yes/Yes	
"Mercy Hospital"								64,000	Difference		
Highway 99 &	2.7	132,400 SF	662 x 200 x	Yes		1.7 Mil	1	108,000	Required	Yes	Expansion Possible
Cooper			542	Yes			50,000	132,400	Provided	Yes/Yes	
								24,400	Difference		
Parsons Avenue &	3.2	124,000 SF	344 x 361	Yes		2.1 Mil	1	64,000	Required	Yes	Small Expansion Possible
Childs Avenue				No			60,000	124,000	Provided	Yes/Yes	
								60,000	Difference		
16th Street &	1.85	66,000 SF	400 x 170	No		$748,000	2	64,000	Required	No	
Canal				No			50,000	66,000	Provided		
								4,000	Difference		
13th Street &	1.36	59,000 SF	480 x 126	Yes		2.07 Mil	3	64,000	Required	No	
"V" Street				No			16,660	60,000	Provided		
								-4,000	Difference		
23rd Street &	2.16	93,960 SF	172 x 195	Yes		1.53 Mil	2	64,000	Required	*Yes	*Small Expansion Possible
"G" Street			165x 335	Yes			25,000	93,960	Provided	*Yes/Yes	
								29,960	Difference		
23rd Street &	2.68	117,000 SF	150 X 780	Yes		$960,000	2	64,000	Required	Yes	Small Expansion Possible
"N" Street				Yes			32,000	117,000	Provided	Yes/Yes	
								53,000	Difference		

SITE ELIMINATION AND RECOMMENDATIONS

These sites are **recommended** for the following reasons:

- **Yosemite and Mansionette Drive**
  1. Site is 4.55 acres, minimum required site is 2.5 acres.
  2. Site has never been developed, no existing structures or environmental concerns, no demolition, loss of income or relocation costs.
  3. Site has a existing signal at the corner of Mansionette and Yosemite.
  4. Site has a future street planned on the west side of the property.
  5. Cost is reasonable, and within the existing funds available..
  6. Relocation of long-term storage facility is possible.
  7. Future expansion of building, parking and additional structures is possible.
  8. This site offers the flexibility to expand both the building and parking for many years into the future, allowing both the City and the Police Department the luxury of not having to seek other sites or move departments in the future..
  9. The expansion of Yosemite Avenue to four lanes is in the planning for the future.
  10. Campus Parkway will connect to Yosemite Avenue in the future.
  11. Parsons Avenue is projected to become a north / south connected route.
  12. Compatible usages adjacent to the property.
  13. Site will be centrally located as Merced grows to the North.
  14. Site will have three access points.
  15. Site is located on a main thoroughfare.
  16. The site will allow for flexibility in design including the possibility of a new Emergency Operations Center and Community Room.

- **Meadows Avenue and Loughborough Drive**
  1. Site is 6.9 acres, minimum required site is 2.5 acres.
  2. Site has never been developed, no existing structures or environmental concerns, no demolition, loss of income or relocation costs.
  3. Site has access to existing signals at "R" and Loughborough and Olive and Meadows.
  4. Cost is reasonable.
  5. Relocation of long-term storage facility is possible.
  6. Future expansion of building, parking and additional structures is possible.
  7. Site will be centrally located as Merced grows to the North.
  8. Site will have two access points.
  9. Site is located close to a major thoroughfare.
  10. This site offers the flexibility to expand both the building and parking for many years into the future, allowing both the City and the Police Department the luxury of not having to seek other sites or move departments in the future..
  11. The site will allow for flexibility in design including the possibility of a new Emergency Operations Center and Community Room.

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.1**. Meeting Date: 7/20/2015

Report Prepared by: *Maria Mendoza, Development Associate, Office of Economic Development*

SUBJECT: Information Only - Economic Development Advisory Committee Minutes of January 27, 2015 and March 31, 2015

ATTACHMENTS

1. EDAC Minutes January 2015
2. EDAC Minutes March 2015

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE
City of Merced

MINUTES

MERCED CIVIC CENTER
3RD FLOOR CONFERENCE ROOM
678 W 18TH STREET
MERCED, CALIFORNIA

TUESDAY
JANUARY 27, 2015

A. CALL TO ORDER

The meeting was called to order by Committee Chair Doug Fluetsch at 7:00A.M.

B. ROLL CALL

Members Present: Mary Camper
Doug Fluetsch
Christie Hendricks
Vanessa Lara
Ashley Leffard
Paul Lundberg
Jeff Pennington
Joe Ramirez
John Sundgren

Members Absent: Steve Roussos (excused)

Others Present: None

Staff Present: John Bramble, City Manager
Frank Quintero, Director of Economic Development
Mike Wegley, Director of Public Works
Maria Mendoza, Development Associate
Karen Baker, Development Associate

C. ADDITIONS/DELETIONS TO THE AGENDA

None

None

E. CONSENT CALENDAR

M/S LUNDBERG/LARA to approve the EDAC Minutes of November 25, 2014.

The motion passed by the unanimous voice vote of all members present.

F. DIRECTOR'S REPORT

Director of Economic Development Frank QUINTERO reported that Food Processing continues to play an important role in the City's Economic Development efforts. Staff is currently working on a project at the former Ragu plant.

Economic Development staff is receiving more commercial inquiries. Staff has responded to two auto related inquiries, and other inquiries continue to focus on existing buildings, re-purposing buildings, and creating more sites on W. Olive Avenue.

Economic Development staff recently met with representatives from Fresno-based Newmark, Grubb, Pearson Commercial regarding a proposed project at the Airport Industrial Park. Newmark, Grubb, Pearson Commercial would like to construct a spec building on the City's Airport Industrial Park property through a Public-Private Partnership with the City. In addition, the firm will represent the City's remaining Airport Industrial Park properties. The team assembled by Newmark, Grubb, Pearson has been responsible for building many quality projects throughout the Central Valley, and staff is confident that if the spec building project comes to fruition, it will be another success to be added to the list.

Mr. QUINTERO also reported that Borrell USA is in the process of expanding their current facility at Riggs and West Ave. The company purchased two parcels west of their site with plans to expand operations.

G. ACTION/INFORMATION ITEMS

G.1 Cancelation of the EDAC meeting of Tuesday, February 24, 2015.

Director of Economic Development Frank QUINTERO stated that staff was scheduled to participate in three outreach events during February 2015, including the World Ag Expo in Tulare, California League of Food Processors in Sacramento, and Society of Industrial and Office Realtors Chapter Event in

Santa Clara. In addition to the follow up that would ensue from the return of the aforementioned events, staff would also need time to prepare for TeamCalifornia's 4th Annual Meeting the Consultants Conference and the ICSC Idea exchange which were scheduled for March 2015.

It was the request of staff to cancel the EDAC meeting of March 24, 2015 to allow time to respond to contacts and prepare for March 2015 outreach events.

M/S LEFFARD/SUNDGREN to cancel the EDAC meeting of February 24, 2015.

The motion passed by the unanimous voice vote of the members present.

G.2 UC Merced Parcade Lease Proposed Amendment and Memorandum of Understanding

Director of Economic Development Frank QUINTERO stated that following the July 29, 2014 EDAC Meeting regarding the University of California Parcade Lease, concerns were raised that the UC was getting the office space free of charge. As a result, an Amendment to the Lease was proposed.

As University staff re-visited space needs and program implementation for the business accelerator, an opportunity made itself available to temporarily re-locate UC Merced personnel into a portion of the Parcade office space until the space was needed for the accelerator. The UC agreed to pay $0.80/sq.ft. on the 3,635 sq.ft. that is to be temporarily occupied by UC staff. City and UC Merced staffs anticipate that the business accelerator will come to maturity during 2018.

A Memorandum of Understanding (MOU) was also proposed to set the foundation for work products generated including programs, plans and strategies relative to the business incubator.

The project is anticipated to be up and running by June 2015 with a projected 50 employees.

M/S PENNINGTON/RAMIREZ to approve the Lease Amendment and MOU to Council.

The motion passed by the unanimous voice vote of all members present.

G.3 Waste Water Treatment Alternatives for Food Processing Companies

According to Director of Economic Development Frank QUINTERO, the City of Merced has been runner up to projects that have recently located in Turlock such as Hilmar Cheese and Blue Diamond. Staff is working on ways to become more

competitive concerning treating heavy wastewater loads from food processing companies. Mr. Quintero discussed the difference between wastewater loads versus wastewater flow.

Director of Public Works, Mike WEGLEY stated that one of the major limiting factors when it comes to food processing is waste water treatment plant capacity. Tulare has a separate treatment plant and Turlock's wastewater processing rates favor food processing users which has given them the advantage on industrial projects. For the past ten years, the City of Merced has been working on getting the waste water treatment plant ready for residential development based on growth rates during the boom. City staff is evaluating different pre-treatment alternatives for treating heavy food processing wastewater loads.

Mr. QUINTERO added that water discharge regulations are set at the state and federal levels, not by the Cities, and that staff was working with a company called Symbiont to assist with the future plans regarding waste water issues.

H. OTHER BUSINESS

None

I. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:59 a.m. to the EDAC meeting on March 31, 2015 at 7:00 a.m., Third Floor Conference Room, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340.

Prepared by:

Maria Mendoza
Recording Secretary

Approved by:

Doug Fluetsch
Chair

CITY OF MERCED
Economic Development Advisory Committee

MINUTES

Third Floor Conference Room
Tuesday, March 31, 2015

Chairperson Doug FLUETSCH called the meeting to order at 7:00 a.m.

ROLL CALL

Advisory Members Present:	Mary Camper, Jeff Pennington, Joe Ramirez, Steve Roussos, John Sundgren and Chairperson Doug Fluetsch.
Advisory Members Absent:	Christine Hendricks (excused), Vanessa Lara (excused), Ashley Leffard (excused) and Paul Lundberg (excused), (one vacancy)
Staff Present:	City Manager John Bramble, Director of Economic Development Frank Quintero, Director of Public Works Stan Murdock, Development Associate Maria Mendoza, Development Associate Karen Baker, and Program Coordinator Marcus Tucker
Others Present:	Loren Gonella, Owners Gonella Realty/Coldwell Banker

1. **MINUTES**

M/S CAMPER-SUNDGREN, and carried by unanimous voice vote (one vacancy) to approve the Minutes of January 27, 2015, with the following correction, EDAC Member Stergio Roussos' absence was excused.

2. **COMMUNICATIONS**

None.

3. **DIRECTOR'S REPORT**

Director of Economic Development Frank QUINTERO reviewed the February and March 2015 activity report. For further information, refer to Item E-1 of the March 31, 2015 Economic Development Advisory Committee Agenda.

4. **ITEMS**

4.1 Merced Real Estate Update

Owner of Gonella Realty/Coldwell Banker Loren GONELLA presented an update on the real estate market in Merced. The main points of the presentation were that the Merced real estate market is recovering, construction jobs are returning, and the stock of available homes for sales continues to remain low.

No action was needed since the item was for information only.

5. **OTHER BUSINESS**

Director of Economic Development Frank QUINTERO stated that Director of the Merced County Aviation, Commerce, and Economic Development Department, Mark HENDRICKSON would present an update on the progress regarding the economic partnership between Merced County and all of its member Cities.

6. **ADJOURNMENT**

There being no further business, Chairperson Doug FLUETSCH adjourned the meeting at 7:52 a.m.

Respectfully Submitted

MARIA MENDOZA, Secretary
Economic Development Advisory Committee

APPROVED:

DOUG FLUETSCH, Chairperson
Economic Development Advisory Committee

ADMINISTRATIVE REPORT

Agenda Item **I.2.** Meeting Date: 7/20/2015

Report Prepared by: *Miranda Lutzow, Assistant City Clerk, City Clerk's Office*

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 **I.3.**

Meeting Date: 7/20/2015

Report Prepared by: *John C. Sagin Jr., AIA, Principal Architect*

SUBJECT: Award Bid to BMY Construction Group, Inc., for the Wastewater Treatment Plant UV Building Remodel Project 115029

REPORT IN BRIEF

Consider awarding a construction contract in the amount of $245,543 for the remodel of the WWTP UV Building.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding the bid for the Wastewater Treatment Plant UV Building Remodel Project 115029, to BMY Construction Group, Inc., in the amount of $245,543.00; and,

B. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions 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 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

Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than sixty-one thousand seven hundred and eighty-five dollars ($61,785) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, park, and

playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES
As provided for in the 2015-16 Adopted Budget.

DISCUSSION
The work to be done consists, in general, of the removal of the existing railing system and installation of Granitstone wall panels, including the structural support, metal roll-up door, metal service doors, windows, supply air intake fans, air relief vents, and electrical work. The project is located at the Wastewater Treatment Plant within the City of Merced.

City staff prepared plans and specifications, and the project was advertised for bids. Bids were opened on June 11, 2015, with the following results:

1. BMY Construction Group, Inc. (Fresno, CA) $245,543.00

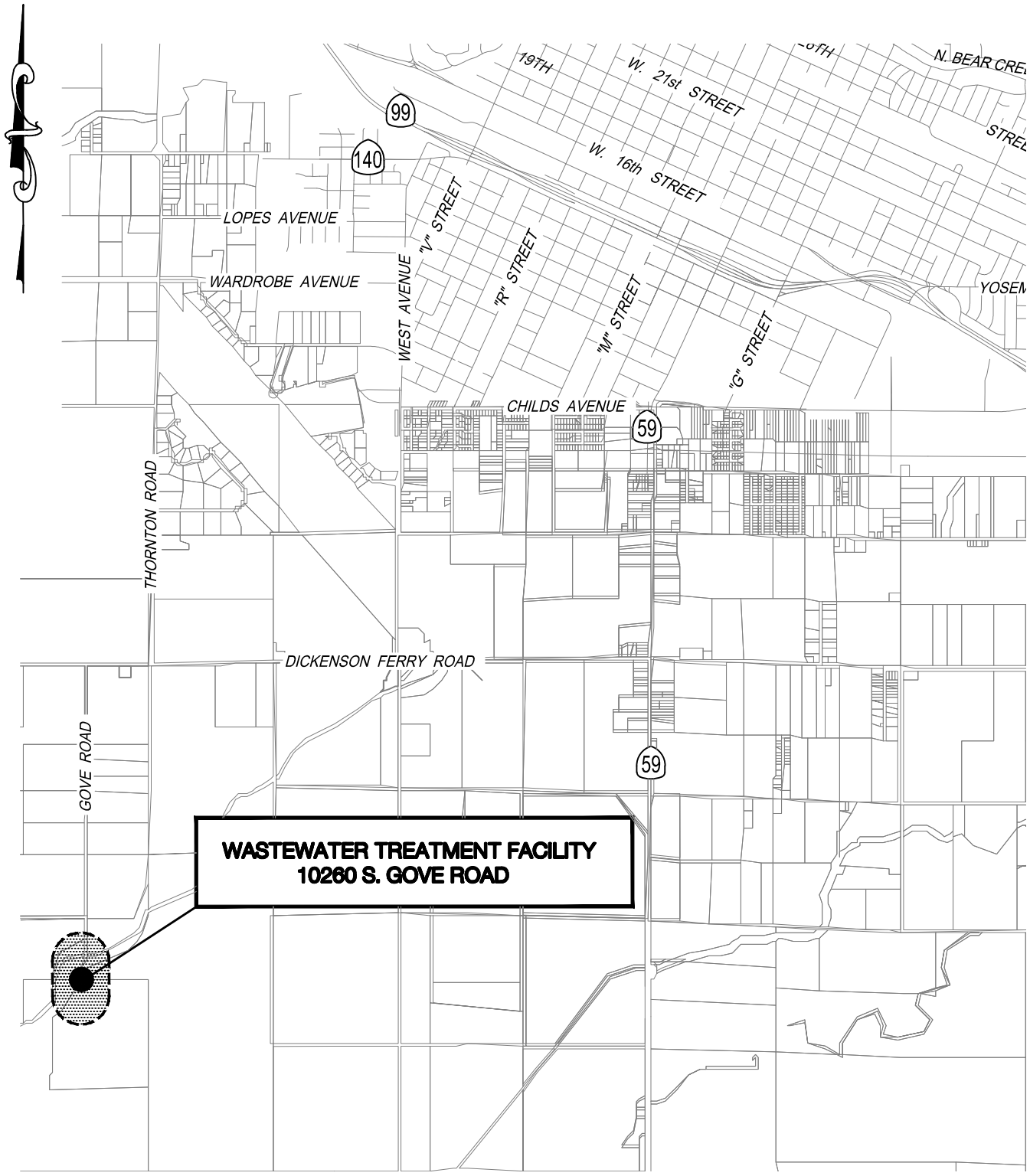
The engineers estimate was $180,000.

The following is the proposed budget for the project:

Construction	$ 245,543.00
Contingency	$ 24,554.00
Engineering, Testing, Inspection	$ 40,503.00
Total	$ 310,600.00

IMPACT ON CITY RESOURCES
This project was established as a Capital Improvement Project and account 553-1108-637.65-00-115029 contains sufficient funding to complete the project.

ATTACHMENTS
1. Location Map
2. Bid Results
3. Construction Contract



LOCATION MAP

NOT TO SCALE

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

PROJECT NO. 115029
WASTEWATER TREATMENT PLANT
UV BUILDING REMODEL

DR. BY:	KGE
DATE:	4/13/15
CH. BY:	JCS
DATE:	4/13/15
File No.	0930
SCALE:	AS SHOWN

I:\1 Current Projects\115029 - UV Bypass Building Remodel\Dwg\0936.dwg

CITY OF MERCED
PROJECT NO. 115029
WASTEWATER TREATMENT PLANT UV BUILDING REMODEL

Bid Opening 6/11/2015

Base Bid

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	BMY Construction Group, Inc. (Fresno, CA) UNIT PRICE	BMY Construction Group, Inc. (Fresno, CA) ITEM TOTAL
1	Permits, Bonds, Licenses, & Insurance	LS	1	$ 5,622.00	$ 5,622.00
2	Demolition	LS	1	$ 12,100.00	$ 12,100.00
3	Structural Framing and Support	LS	1	$ 77,400.00	$ 77,400.00
4	Exterior Wall Panels	LS	1	$ 61,650.00	$ 61,650.00
5	Exterior Doors	LS	1	$ 16,553.00	$ 16,553.00
6	Exterior Windows	EA	14	$ 900.00	$ 12,600.00
7	Mechanical Ventilation System	LS	1	$ 34,110.00	$ 34,110.00
8	Electrical	LS	1	$ 12,460.00	$ 12,460.00
9	Plumbing	LS	1	$ 2,100.00	$ 2,100.00
10	Insulation	LS	1	$ 10,948.00	$ 10,948.00
11	Modify Rain Gutter	LS	1	$ -	$ -
					$ 245,543.00

Alternate Bid

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	BMY Construction Group, Inc. (Fresno, CA) UNIT PRICE	BMY Construction Group, Inc. (Fresno, CA) ITEM TOTAL
1	Insulated Metal Panels (in lieu of ribbed)	LS	1	$ 55,986.00	$ 55,986.00
					$ 55,986.00

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and BMY CONSTRUCTION GROUP, INC., hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete contract consists of the following documents, to wit:
   (1) This General Construction Contract;
   (2) Faithful Performance Bond;
   (3) Laborers and Materialmens Bond;
   (4) Guaranty;
   (5) Special Provisions for **PROJECT NUMBER 115029**;
   (6) Amendments to the Standard Specifications;
   (7) Project Plans;
   (8) Standard Specifications;
   (9) City Standards;
   (10) Proposal;
   (11) Instructions to Bidders;
   (12) Notice Inviting Bids;
   (13) Bidder's Bond;
   (14) Notice of Determination of Prevailing Wages;
   (15) List of Subcontractors and Material Dealers; and
   (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NUMBER 115029**, which said Plans and Specifications are entitled, "**WASTEWATER TREATMENT PLANT UV BUILDING REMODEL**," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2015.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. CONTRACT PRICE. The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

BASE BID

NO	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, Licenses, & Insurance	LS	1	$ 5,622.00	$ 5,622.00
2	Demolition	LS	1	$ 12,100.00	$ 12,100.00
3	Structural Framing and Support	LS	1	$ 77,400.00	$ 77,400.00
4	Exterior Wall Panels	LS	1	$ 61,650.00	$ 61,650.00
5	Exterior Doors	LS	1	$ 16,553.00	$ 16,553.00
6	Exterior Windows	EA	14	$ 900.00	$ 12,600.00
7	Mechanical Ventilation System	LS	1	$ 34,110.00	$ 34,110.00
8	Electrical	LS	1	$ 12,460.00	$ 12,460.00
9	Plumbing	LS	1	$ 2,100.00	$ 2,100.00
10	Insulation	LS	1	$ 10,948.00	$ 10,948.00
11	Modify Rain Gutter	LS	1	$ 0.00	$ 0.00

TOTAL BID ITEMS 1 THROUGH 11: $ 245,543.00

4. TERMINATION. If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to

the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at 5485 EAST OLIVE AVENUE, FRESNO, CA 93727 postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications, as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185**. **Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects**. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required by this section shall be from a California admitted insurance company.

9. HOLD HARMLESS. The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

(a) The amount of securities to be deposited;
(b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
(c) The termination of the escrow upon completion of the Contract.

14. TRENCHES AND EXCAVATIONS. Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

(a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Subsurface or latent physical conditions at the site differing from those indicated;

(3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.

(b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.

(c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars ($375,000), or less, which arise out of this contract.

(a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.

(b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(c) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

(1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.

(2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

(d) For claims of over fifty thousand dollars ($50,000) and less than, or equal to, three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.

(1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.

(2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater

(e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

(g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:

(1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual

stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.

(i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

BMY CONSTRUCTION GROUP, INC.
(Herein called Contractor)

By: _____
City Attorney

By: _____
Contractor

ACCOUNT DATA:

Project No. **115029**

Project Account Number(s) / Amount

553-1108-637.65-00-115029 **$ 245,543.00**

TAXPAYER I.D. NO: **20-2191163**

VENDOR NUMBER: **17251**

ADDRESS: **5485 EAST OLIVE AVENUE**
FRESNO, CA 93727

PHONE: **(559) 243-4200**

FAX: **(559) 222-2380**

EMAIL: **EBOWER@BMYINC.COM**

By: _____
Finance Officer Verification

(SEAL)

GUARANTY

To the City of Merced, California:

PROJECT NUMBER 115029

The undersigned guarantees the construction and installation of the work included in this project as described in the Contract Documents.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within one year after date on which the "Notice of Completion" is recorded by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to that contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function as contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

By: _____ Date: 6/18/15

Contractor

ADMINISTRATIVE REPORT

Agenda Item **I.4.** Meeting Date: 7/20/2015

Report Prepared by: *John C. Sagin Jr., AIA, Principal Architect*

SUBJECT: Award Bid to DOD Construction for the CDBG South Merced ADA Ramps Project 115028

REPORT IN BRIEF

Consider awarding a construction contract in the amount of $105,990 for the installation of handicap access ramps and sidewalks at various locations.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a technical amendment to the 2014 HUD Annual Action Plan in the amount of $50,000 due to construction costs; and,

B. Authorizing a transfer from Fund 018-Housing to Fund 450-Streets and Signals CIP in the amount of $50,000 and appropriating the same to Account 450-1104-637.65-00-Project 115028 South Merced ADA Ramps; and,

C. Approving the First Amendment to Interdepartmental Cooperative Agreement between the City of Merced Economic Development and Development Services Departments in the amount of $50,000; and,

D. Awarding the bid for the CDBG South Merced ADA Ramps Project 115028, to DOD Construction, in the amount of $105,990; and,

E. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

1. Approve, as recommended by staff; or,

2. Approve, subject to conditions 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 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

Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than sixty-one thousand seven hundred and eighty-five dollars for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, park, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES

As provided for in the 2014-15 Adopted Budget.

DISCUSSION

The work to be done consists, in general, of removal of existing sidewalk, curb and gutter, landscape and irrigation repair, and the installation of handicap access ramps and sidewalks. The project locations are the intersections of T & 6th Street, T & 7th Street, S & 4th Street, S & 6th Street, and S & 7th Street.

City staff prepared plans and specifications, and the project was advertised for bids. Bids were opened on May 12, 2015, with the following base bid results:

1. DOD Construction (Bakersfield, CA) $105,990.00
2. Ross F. Carroll, Inc. (Oakdale, CA) $144,748.50
3. Hobbs Construction, Inc. (Fresno, CA) $174,295.00
4. Avison Construction (Madera, CA) $183,850.00
5. Taylor Backhoe Service, Inc. (Merced, CA) $197,050.00

The engineers estimate was $80,000 based on a calculation of the previous three year's ramp projects. The increased cost of this project is due to the size of the project and the current bidding trends.

The following is the proposed budget for the project:

Preliminary Phase	$ 20,958.48
Construction Contract	$ 105,990.00
Contingency	$ 10,599.00
Engineering, Testing, Inspection	$ 15,890.00
Total	$ 153,437.48

HISTORY AND PAST ACTIONS

On May 5, 2014, City Council adopted the Department of Housing and Urban Development (HUD) 2014/2015 Annual Action Plan, allocating $103,438 for South Merced Right of Way Improvements.

On August 18, 2014, City Council approved an Interdepartmental Cooperative Agreement between the departments of Development Services and Economic Development in the amount of $103,438 for the design and construction of the CDBG South Merced ADA Ramps Project.

IMPACT ON CITY RESOURCES

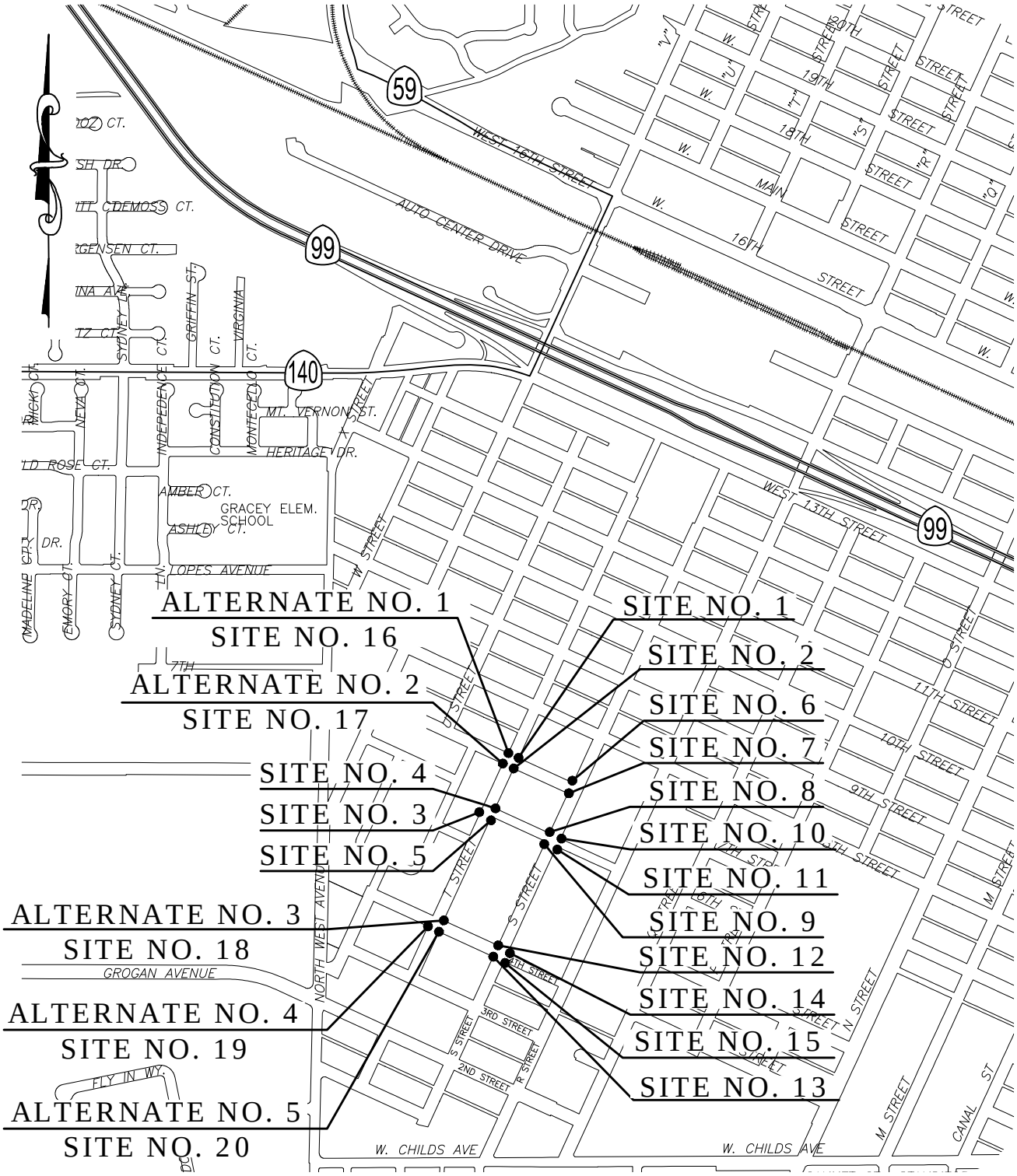
Out of the original $103,438 in project budget funds, a total of $20,958.48 was expended during the preliminary phase on plans, specifications, engineering, survey, advertising and printing costs. The remaining budget of $82,479.52 is not sufficient to complete the construction phase of the project.

A technical amendment to the 2014/2015 HUD Annual Action Plan, in the amount of $50,000, is necessary due to the cost of the construction bids received. A budget transfer from Fund 018-Housing to Capital Improvement Project Account 450-1104-637.65-00-115028 in the amount of $50,000 will be required as part of the technical amendment in order to complete the project.

The Interdepartmental Cooperative Agreement will also need to be amended to account for the increased budget of $50,000.

ATTACHMENTS

1. Location Map
2. Bid Results
3. Construction Contract
4. First Amendment to Interdepartmental Cooperative Agreement



LOCATION MAP

NOT TO SCALE

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

PROJECT NO. 115028

CDBG SOUTH MERCED
ADA RAMPS PROJECT

DR. BY:	KGE
DATE:	4/10/15
CH. BY:	JS
DATE:	4/10/15
File No.	0809
SCALE:	AS SHOWN

I:\1 Current Projects\115028-CDBG Sidewalk S Street and T Street\Dwg\0932.DWG

CITY OF MERCED
PROJECT NO. 115028
CDBG SOUTH MERCED ADA RAMPS

Bid Opening 5/12/2015

Base Bid

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	DOD Construction (Bakersfield, CA) UNIT PRICE	DOD Construction (Bakersfield, CA) ITEM TOTAL	Ross F. Carroll, Inc. (Oakdale, CA) UNIT PRICE	Ross F. Carroll, Inc. (Oakdale, CA) ITEM TOTAL	Hobbs Construction, Inc. (Fresno, CA) UNIT PRICE	Hobbs Construction, Inc. (Fresno, CA) ITEM TOTAL	Avison Construction (Madera, CA) UNIT PRICE	Avison Construction (Madera, CA) ITEM TOTAL	Taylor Backhoe Service, Inc. (Merced, CA) UNIT PRICE	Taylor Backhoe Service, Inc. (Merced, CA) ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 3,000.00	$ 3,000.00	$ 8,500.00	$ 8,500.00	$ 11,000.00	$ 11,000.00	$ 5,000.00	$ 5,000.00	$ 2,520.00	$ 2,520.00
2	Public Convenience & Safety	LS	1	$ 2,000.00	$ 2,000.00	$ 2,950.00	$ 2,950.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 7,963.20	$ 7,963.20
3	Surveying	LS	1	$ 2,000.00	$ 2,000.00	$ 3,200.00	$ 3,200.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 4,233.60	$ 4,233.60
4	Remove Concrete Sidewalk	SF	2,750	$ 2.00	$ 5,500.00	$ 3.00	$ 8,250.00	$ 4.00	$ 11,000.00	$ 2.42	$ 6,655.00	$ 5.09	$ 13,997.50
5	Remove Curb and Gutter	LF	450	$ 11.00	$ 4,950.00	$ 3.00	$ 1,350.00	$ 20.00	$ 9,000.00	$ 15.00	$ 6,750.00	$ 11.59	$ 5,215.50
6	Remove AC Pavement	SF	2,230	$ 2.00	$ 4,460.00	$ 3.00	$ 6,690.00	$ 4.00	$ 8,920.00	$ 2.00	$ 4,460.00	$ 7.06	$ 15,743.80
7	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,050.00	$ 2,050.00	$ 7,000.00	$ 7,000.00	$ 500.00	$ 500.00	$ 2,257.92	$ 2,257.92
8	Earthwork	LS	1	$ 3,000.00	$ 3,000.00	$ 17,000.00	$ 17,000.00	$ 14,000.00	$ 14,000.00	$ 20,000.00	$ 20,000.00	$ 4,015.20	$ 4,015.20
9	Concrete Sidewalk	SF	705	$ 6.00	$ 4,230.00	$ 6.80	$ 4,794.00	$ 4.00	$ 2,820.00	$ 8.00	$ 5,640.00	$ 8.11	$ 5,717.55
10	Concrete Curb and Gutter	LF	450	$ 30.00	$ 13,500.00	$ 30.00	$ 13,500.00	$ 45.00	$ 20,250.00	$ 45.00	$ 20,250.00	$ 45.91	$ 20,659.50
11	Handicap Access Ramp	SF	3,325	$ 10.00	$ 33,250.00	$ 8.50	$ 28,262.50	$ 9.00	$ 29,925.00	$ 15.00	$ 49,875.00	$ 11.24	$ 37,373.00
12	Aggregate Base	TN	84	$ 100.00	$ 8,400.00	$ 98.00	$ 8,232.00	$ 45.00	$ 3,780.00	$ 140.00	$ 11,760.00	$ 173.07	$ 14,537.88
13	Hot Mix Asphalt	TN	42	$ 250.00	$ 10,500.00	$ 260.00	$ 10,920.00	$ 400.00	$ 16,800.00	$ 350.00	$ 14,700.00	$ 466.24	$ 19,582.08
14	Traffic Stripes and Pavement Markings	LS	1	$ 3,000.00	$ 3,000.00	$ 26,400.00	$ 26,400.00	$ 28,500.00	$ 28,500.00	$ 28,900.00	$ 28,900.00	$ 33,453.28	$ 33,453.28
15	Relocate Traffic Signs	EA	4	$ 300.00	$ 1,200.00	$ 150.00	$ 600.00	$ 200.00	$ 800.00	$ 265.00	$ 1,060.00	$ 302.40	$ 1,209.60
16	Restoration	LS	1	$ 2,000.00	$ 2,000.00	$ 2,050.00	$ 2,050.00	$ 3,000.00	$ 3,000.00	$ 1,800.00	$ 1,800.00	$ 8,570.39	$ 8,570.39
					$ 105,990.00		**$ 144,748.50**		**$ 174,295.00**		**$ 183,850.00**		**$ 197,050.00**

Bid Alternate 1

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	DOD Construction (Bakersfield, CA) UNIT PRICE	DOD Construction (Bakersfield, CA) ITEM TOTAL	Ross F. Carroll, Inc. (Oakdale, CA) UNIT PRICE	Ross F. Carroll, Inc. (Oakdale, CA) ITEM TOTAL	Hobbs Construction, Inc. (Fresno, CA) UNIT PRICE	Hobbs Construction, Inc. (Fresno, CA) ITEM TOTAL	Avison Construction (Madera, CA) UNIT PRICE	Avison Construction (Madera, CA) ITEM TOTAL	Taylor Backhoe Service, Inc. (Merced, CA) UNIT PRICE	Taylor Backhoe Service, Inc. (Merced, CA) ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 700.00	$ 700.00	$ 375.00	$ 375.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 336.00	$ 336.00
2	Public Convenience & Safety	LS	1	$ 200.00	$ 200.00	$ 275.00	$ 275.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 784.00	$ 784.00
3	Surveying	LS	1	$ 200.00	$ 200.00	$ 750.00	$ 750.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00	$ 604.80	$ 604.80
4	Remove Concrete Sidewalk	SF	165	$ 3.00	$ 495.00	$ 3.00	$ 495.00	$ 8.00	$ 1,320.00	$ 5.50	$ 907.50	$ 8.11	$ 1,338.15
5	Remove Curb and Gutter	LF	29	$ 20.00	$ 580.00	$ 3.00	$ 87.00	$ 25.00	$ 725.00	$ 32.00	$ 928.00	$ 18.54	$ 537.66
6	Remove AC Pavement	SF	151	$ 3.00	$ 453.00	$ 3.00	$ 453.00	$ 7.50	$ 1,132.50	$ 6.00	$ 906.00	$ 9.94	$ 1,500.94
7	Clearing and Grubbing	LS	1	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 156.80	$ 156.80
8	Earthwork	LS	1	$ 200.00	$ 200.00	$ 2,800.00	$ 2,800.00	$ 700.00	$ 700.00	$ 3,000.00	$ 3,000.00	$ 324.80	$ 324.80
9	Concrete Sidewalk	SF	15	$ 10.00	$ 150.00	$ 6.80	$ 102.00	$ 10.00	$ 150.00	$ 33.00	$ 495.00	$ 22.62	$ 339.30
10	Concrete Curb and Gutter	LF	29	$ 50.00	$ 1,450.00	$ 30.00	$ 870.00	$ 55.00	$ 1,595.00	$ 75.00	$ 2,175.00	$ 52.91	$ 1,534.39
11	Handicap Access Ramp	SF	276	$ 11.00	$ 3,036.00	$ 8.50	$ 2,346.00	$ 9.25	$ 2,553.00	$ 18.00	$ 4,968.00	$ 11.57	$ 3,193.32
12	Aggregate Base	TN	6	$ 280.00	$ 1,680.00	$ 160.00	$ 960.00	$ 100.00	$ 600.00	$ 200.00	$ 1,200.00	$ 417.76	$ 2,506.56
13	Hot Mix Asphalt	TN	3	$ 400.00	$ 1,200.00	$ 360.00	$ 1,080.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00	$ 412.16	$ 1,236.48
14	Traffic Stripes and Pavement Markings	LS	1	$ 300.00	$ 300.00	$ 700.00	$ 700.00	$ 517.50	$ 517.50	$ 450.00	$ 450.00	$ 957.60	$ 957.60
15	Relocate Traffic Signs	EA	1	$ 300.00	$ 300.00	$ 150.00	$ 150.00	$ 200.00	$ 200.00	$ 275.00	$ 275.00	$ 392.00	$ 392.00
16	Restoration	LS	1	$ 300.00	$ 300.00	$ 1,025.00	$ 1,025.00	$ 1,500.00	$ 1,500.00	$ 1,750.50	$ 1,750.50	$ 1,187.20	$ 1,187.20
					$ 11,544.00		**$ 12,968.00**		**$ 14,343.00**		**$ 22,555.00**		**$ 16,930.00**

CITY OF MERCED
PROJECT NO. 115028
CDBG SOUTH MERCED ADA RAMPS

Bid Alternate 2

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	DOD Construction (Bakersfield, CA) UNIT PRICE	DOD Construction (Bakersfield, CA) ITEM TOTAL	Ross F. Carroll, Inc. (Oakdale, CA) UNIT PRICE	Ross F. Carroll, Inc. (Oakdale, CA) ITEM TOTAL	Hobbs Construction, Inc. (Fresno, CA) UNIT PRICE	Hobbs Construction, Inc. (Fresno, CA) ITEM TOTAL	Avison Construction (Madera, CA) UNIT PRICE	Avison Construction (Madera, CA) ITEM TOTAL	Taylor Backhoe Service, Inc. (Merced, CA) UNIT PRICE	Taylor Backhoe Service, Inc. (Merced, CA) ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 700.00	$ 700.00	$ 375.00	$ 375.00	$ 200.00	$ 200.00	$ 1,000.00	$ 1,000.00	$ 336.00	$ 336.00
2	Public Convenience & Safety	LS	1	$ 200.00	$ 200.00	$ 275.00	$ 275.00	$ 200.00	$ 200.00	$ 2,000.00	$ 2,000.00	$ 672.00	$ 672.00
3	Surveying	LS	1	$ 200.00	$ 200.00	$ 750.00	$ 750.00	$ 350.00	$ 350.00	$ 430.00	$ 430.00	$ 604.80	$ 604.80
4	Remove Concrete Sidewalk	SF	109	$ 3.00	$ 327.00	$ 3.00	$ 327.00	$ 10.00	$ 1,090.00	$ 5.00	$ 545.00	$ 11.25	$ 1,226.25
5	Remove Curb and Gutter	LF	21	$ 20.00	$ 420.00	$ 3.00	$ 63.00	$ 25.00	$ 525.00	$ 24.00	$ 504.00	$ 22.93	$ 481.53
6	Remove AC Pavement	SF	44	$ 3.00	$ 132.00	$ 3.00	$ 132.00	$ 10.00	$ 440.00	$ 10.00	$ 440.00	$ 33.35	$ 1,467.40
7	Clearing and Grubbing	LS	1	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 156.80	$ 156.80
8	Earthwork	LS	1	$ 200.00	$ 200.00	$ 2,350.00	$ 2,350.00	$ 700.00	$ 700.00	$ 2,500.00	$ 2,500.00	$ 324.80	$ 324.80
9	Concrete Sidewalk	SF	26	$ 10.00	$ 260.00	$ 6.80	$ 176.80	$ 10.00	$ 260.00	$ 40.00	$ 1,040.00	$ 14.78	$ 384.28
10	Concrete Curb and Gutter	LF	21	$ 50.00	$ 1,050.00	$ 30.00	$ 630.00	$ 55.00	$ 1,155.00	$ 82.00	$ 1,722.00	$ 56.37	$ 1,183.77
11	Handicap Access Ramp	SF	160	$ 20.00	$ 3,200.00	$ 8.50	$ 1,360.00	$ 10.00	$ 1,600.00	$ 17.00	$ 2,720.00	$ 13.07	$ 2,091.20
12	Aggregate Base	TN	2	$ 200.00	$ 400.00	$ 300.00	$ 600.00	$ 200.00	$ 400.00	$ 215.00	$ 430.00	$ 804.16	$ 1,608.32
13	Hot Mix Asphalt	TN	1	$ 400.00	$ 400.00	$ 590.00	$ 590.00	$ 600.00	$ 600.00	$ 700.00	$ 700.00	$ 412.16	$ 412.16
14	Traffic Stripes and Pavement Markings	LS	1	$ 200.00	$ 200.00	$ 700.00	$ 700.00	$ 517.50	$ 517.50	$ 450.00	$ 450.00	$ 957.60	$ 957.60
15	Relocate Traffic Signs	EA	1	$ 300.00	$ 300.00	$ 150.00	$ 150.00	$ 200.00	$ 200.00	$ 275.00	$ 275.00	$ 392.00	$ 392.00
16	Restoration	LS	1	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00	$ 1,750.00	$ 1,750.00	$ 1,186.09	$ 1,186.09
					$ 8,589.00		**$ 9,478.80**		**$ 9,937.50**		**$ 17,006.00**		**$ 13,485.00**

Bid Alternate 3

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	DOD Construction (Bakersfield, CA) UNIT PRICE	DOD Construction (Bakersfield, CA) ITEM TOTAL	Ross F. Carroll, Inc. (Oakdale, CA) UNIT PRICE	Ross F. Carroll, Inc. (Oakdale, CA) ITEM TOTAL	Hobbs Construction, Inc. (Fresno, CA) UNIT PRICE	Hobbs Construction, Inc. (Fresno, CA) ITEM TOTAL	Avison Construction (Madera, CA) UNIT PRICE	Avison Construction (Madera, CA) ITEM TOTAL	Taylor Backhoe Service, Inc. (Merced, CA) UNIT PRICE	Taylor Backhoe Service, Inc. (Merced, CA) ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 500.00	$ 500.00	$ 375.00	$ 375.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 336.00	$ 336.00
2	Public Convenience & Safety	LS	1	$ 200.00	$ 200.00	$ 275.00	$ 275.00	$ 750.00	$ 750.00	$ 1,400.00	$ 1,400.00	$ 672.00	$ 672.00
3	Surveying	LS	1	$ 200.00	$ 200.00	$ 750.00	$ 750.00	$ 350.00	$ 350.00	$ 450.00	$ 450.00	$ 604.80	$ 604.80
4	Remove Concrete Sidewalk	SF	168	$ 3.00	$ 504.00	$ 3.00	$ 504.00	$ 8.00	$ 1,344.00	$ 4.00	$ 672.00	$ 7.97	$ 1,338.96
5	Remove Curb and Gutter	LF	40	$ 20.00	$ 800.00	$ 3.00	$ 120.00	$ 25.00	$ 1,000.00	$ 15.00	$ 600.00	$ 13.44	$ 537.60
6	Remove AC Pavement	SF	232	$ 3.00	$ 696.00	$ 3.00	$ 696.00	$ 7.50	$ 1,740.00	$ 5.00	$ 1,160.00	$ 6.47	$ 1,501.04
7	Clearing and Grubbing	LS	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 156.80	$ 156.80
8	Earthwork	LS	1	$ 300.00	$ 300.00	$ 3,500.00	$ 3,500.00	$ 700.00	$ 700.00	$ 4,000.00	$ 4,000.00	$ 324.80	$ 324.80
9	Concrete Sidewalk	SF	49	$ 10.00	$ 490.00	$ 6.80	$ 333.20	$ 10.00	$ 490.00	$ 30.00	$ 1,470.00	$ 11.11	$ 544.39
10	Concrete Curb and Gutter	LF	42	$ 40.00	$ 1,680.00	$ 30.00	$ 1,260.00	$ 55.00	$ 2,310.00	$ 73.00	$ 3,066.00	$ 49.71	$ 2,087.82
11	Handicap Access Ramp	SF	295	$ 11.00	$ 3,245.00	$ 8.50	$ 2,507.50	$ 9.25	$ 2,728.75	$ 18.00	$ 5,310.00	$ 11.38	$ 3,357.10
12	Aggregate Base	TN	8	$ 160.00	$ 1,280.00	$ 98.00	$ 784.00	$ 100.00	$ 800.00	$ 220.00	$ 1,760.00	$ 316.96	$ 2,535.68
13	Hot Mix Asphalt	TN	4	$ 300.00	$ 1,200.00	$ 260.00	$ 1,040.00	$ 500.00	$ 2,000.00	$ 400.00	$ 1,600.00	$ 412.16	$ 1,648.64
14	Traffic Stripes and Pavement Markings	LS	1	$ 300.00	$ 300.00	$ 700.00	$ 700.00	$ 977.25	$ 977.25	$ 850.00	$ 850.00	$ 1,327.20	$ 1,327.20
15	Relocate Traffic Signs	EA	1	$ 200.00	$ 200.00	$ 150.00	$ 150.00	$ 200.00	$ 200.00	$ 275.00	$ 275.00	$ 392.00	$ 392.00
16	Restoration	LS	1	$ 200.00	$ 200.00	$ 500.00	$ 500.00	$ 1,750.00	$ 1,750.00	$ 1,750.00	$ 1,750.00	$ 1,579.17	$ 1,579.17
					$ 12,295.00		**$ 13,994.70**		**$ 18,140.00**		**$ 25,863.00**		**$ 18,944.00**

CITY OF MERCED
PROJECT NO. 115028
CDBG SOUTH MERCED ADA RAMPS

Bid Alternate 4

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	DOD Construction (Bakersfield, CA) UNIT PRICE	DOD Construction (Bakersfield, CA) ITEM TOTAL	Ross F. Carroll, Inc. (Oakdale, CA) UNIT PRICE	Ross F. Carroll, Inc. (Oakdale, CA) ITEM TOTAL	Hobbs Construction, Inc. (Fresno, CA) UNIT PRICE	Hobbs Construction, Inc. (Fresno, CA) ITEM TOTAL	Avison Construction (Madera, CA) UNIT PRICE	Avison Construction (Madera, CA) ITEM TOTAL	Taylor Backhoe Service, Inc. (Merced, CA) UNIT PRICE	Taylor Backhoe Service, Inc. (Merced, CA) ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 400.00	$ 400.00	$ 375.00	$ 375.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 336.00	$ 336.00
2	Public Convenience & Safety	LS	1	$ 400.00	$ 400.00	$ 275.00	$ 275.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 672.00	$ 672.00
3	Surveying	LS	1	$ 400.00	$ 400.00	$ 750.00	$ 750.00	$ 350.00	$ 350.00	$ 430.00	$ 430.00	$ 604.80	$ 604.80
4	Remove Concrete Sidewalk	SF	128	$ 3.00	$ 384.00	$ 3.00	$ 384.00	$ 9.00	$ 1,152.00	$ 4.00	$ 512.00	$ 9.58	$ 1,226.24
5	Remove Curb and Gutter	LF	23	$ 20.00	$ 460.00	$ 3.00	$ 69.00	$ 25.00	$ 575.00	$ 22.00	$ 506.00	$ 20.94	$ 481.62
6	Remove AC Pavement	SF	49	$ 3.00	$ 147.00	$ 3.00	$ 147.00	$ 15.00	$ 735.00	$ 10.00	$ 490.00	$ 29.94	$ 1,467.06
7	Clearing and Grubbing	LS	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 156.80	$ 156.80
8	Earthwork	LS	1	$ 500.00	$ 500.00	$ 1,025.00	$ 1,025.00	$ 700.00	$ 700.00	$ 2,000.00	$ 2,000.00	$ 324.80	$ 324.80
9	Concrete Sidewalk	SF	0		$ -	$ 6.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Concrete Curb and Gutter	LF	23	$ 50.00	$ 1,150.00	$ 30.00	$ 690.00	$ 55.00	$ 1,265.00	$ 75.00	$ 1,725.00	$ 54.98	$ 1,264.54
11	Handicap Access Ramp	SF	128	$ 15.00	$ 1,920.00	$ 8.50	$ 1,088.00	$ 15.00	$ 1,920.00	$ 20.00	$ 2,560.00	$ 14.17	$ 1,813.76
12	Aggregate Base	TN	2	$ 200.00	$ 400.00	$ 300.00	$ 600.00	$ 200.00	$ 400.00	$ 220.00	$ 440.00	$ 847.84	$ 1,695.68
13	Hot Mix Asphalt	TN	1	$ 400.00	$ 400.00	$ 595.00	$ 595.00	$ 1,200.00	$ 1,200.00	$ 700.00	$ 700.00	$ 412.16	$ 412.16
14	Traffic Stripes and Pavement Markings	LS	1	$ 500.00	$ 500.00	$ 700.00	$ 700.00	$ 4,140.00	$ 4,140.00	$ 3,600.00	$ 3,600.00	$ 3,484.32	$ 3,484.32
15	Relocate Traffic Signs	EA	0		$ -	$ 150.00	$ -	$ 200.00	$ -	$ -	$ -	$ -	$ -
16	Restoration	LS	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 1,750.00	$ 1,750.00	$ 1,187.22	$ 1,187.22
					$ 8,061.00		**$ 7,698.00**		**$ 14,937.00**		**$ 17,213.00**		**$ 15,127.00**

Bid Alternate 5

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	DOD Construction (Bakersfield, CA) UNIT PRICE	DOD Construction (Bakersfield, CA) ITEM TOTAL	Ross F. Carroll, Inc. (Oakdale, CA) UNIT PRICE	Ross F. Carroll, Inc. (Oakdale, CA) ITEM TOTAL	Hobbs Construction, Inc. (Fresno, CA) UNIT PRICE	Hobbs Construction, Inc. (Fresno, CA) ITEM TOTAL	Avison Construction (Madera, CA) UNIT PRICE	Avison Construction (Madera, CA) ITEM TOTAL	Taylor Backhoe Service, Inc. (Merced, CA) UNIT PRICE	Taylor Backhoe Service, Inc. (Merced, CA) ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 300.00	$ 300.00	$ 375.00	$ 375.00	$ 500.00	$ 500.00	$ 1,700.00	$ 1,700.00	$ 336.00	$ 336.00
2	Public Convenience & Safety	LS	1	$ 300.00	$ 300.00	$ 275.00	$ 275.00	$ 750.00	$ 750.00	$ 1,700.00	$ 1,700.00	$ 672.00	$ 672.00
3	Surveying	LS	1	$ 300.00	$ 300.00	$ 750.00	$ 750.00	$ 350.00	$ 350.00	$ 430.00	$ 430.00	$ 604.80	$ 604.80
4	Remove Concrete Sidewalk	SF	191	$ 3.00	$ 573.00	$ 3.00	$ 573.00	$ 8.00	$ 1,528.00	$ 3.00	$ 573.00	$ 7.01	$ 1,338.91
5	Remove Curb and Gutter	LF	35	$ 20.00	$ 700.00	$ 3.00	$ 105.00	$ 25.00	$ 875.00	$ 16.00	$ 560.00	$ 15.36	$ 537.60
6	Remove AC Pavement	SF	144	$ 3.00	$ 432.00	$ 3.00	$ 432.00	$ 8.50	$ 1,224.00	$ 4.00	$ 576.00	$ 10.42	$ 1,500.48
7	Clearing and Grubbing	LS	1	$ 700.00	$ 700.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 156.80	$ 156.80
8	Earthwork	LS	1	$ 500.00	$ 500.00	$ 3,725.00	$ 3,725.00	$ 700.00	$ 700.00	$ 4,000.00	$ 4,000.00	$ 324.80	$ 324.80
9	Concrete Sidewalk	SF	51	$ 10.00	$ 510.00	$ 6.80	$ 346.80	$ 10.00	$ 510.00	$ 21.00	$ 1,071.00	$ 10.89	$ 555.39
10	Concrete Curb and Gutter	LF	32	$ 40.00	$ 1,280.00	$ 30.00	$ 960.00	$ 55.00	$ 1,760.00	$ 85.00	$ 2,720.00	$ 52.64	$ 1,684.48
11	Handicap Access Ramp	SF	301	$ 15.00	$ 4,515.00	$ 8.50	$ 2,558.50	$ 8.50	$ 2,558.50	$ 18.00	$ 5,418.00	$ 11.33	$ 3,410.33
12	Aggregate Base	TN	8	$ 160.00	$ 1,280.00	$ 160.00	$ 1,280.00	$ 100.00	$ 800.00	$ 220.00	$ 1,760.00	$ 316.96	$ 2,535.68
13	Hot Mix Asphalt	TN	4	$ 300.00	$ 1,200.00	$ 360.00	$ 1,440.00	$ 500.00	$ 2,000.00	$ 400.00	$ 1,600.00	$ 412.16	$ 1,648.64
14	Traffic Stripes and Pavement Markings	LS	1	$ 500.00	$ 500.00	$ 700.00	$ 700.00	$ 4,140.00	$ 4,140.00	$ 3,600.00	$ 3,600.00	$ 3,484.32	$ 3,484.32
15	Relocate Traffic Signs	EA	0		$ -	$ 150.00	$ -	$ 200.00	$ -	$ -	$ -	$ -	$ -
16	Restoration	LS	1	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 1,750.00	$ 1,750.00	$ 1,299.77	$ 1,299.77
					$ 13,390.00		**$ 14,520.30**		**$ 19,695.50**		**$ 27,958.00**		**$ 20,090.00**

CITY OF MERCED
PROJECT NO. 115028
CDBG SOUTH MERCED ADA RAMPS

	DOD Construction (Bakersfield, CA)	Ross F. Carroll, Inc. (Oakdale, CA)	Hobbs Construction, Inc. (Fresno, CA)	Avison Construction (Madera, CA)	Taylor Backhoe Service, Inc. (Merced, CA)
TOTAL BASE BID	$ 105,990.00	$ 144,748.50	$ 174,295.00	$ 183,850.00	$ 197,050.00
TOTAL BASE BID + BID ALTERNATE 1	$ 117,534.00	$ 157,716.50	$ 188,638.00	$ 206,405.00	$ 213,980.00
TOTAL BASE BID + BID ALTERNATES 1 - 2	$ 126,123.00	$ 167,195.30	$ 198,575.50	$ 223,411.00	$ 227,465.00
TOTAL BASE BID + BID ALTERNATES 1 - 3	$ 138,418.00	$ 181,190.00	$ 216,715.50	$ 249,274.00	$ 246,409.00
TOTAL BASE BID + BID ALTERNATES 1 - 4	$ 146,479.00	$ 188,888.00	$ 231,652.50	$ 266,487.00	$ 261,536.00
TOTAL BASE BID + BID ALTERNATES 1 - 5	$ 159,869.00	$ 203,408.30	$ 251,348.00	$ 294,445.00	$ 281,626.00

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____ by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and DOD CONSTRUCTION, hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS. The complete CONTRACT consists of the following documents, to wit:

(1) This Contract;
(2) Plans for **PROJECT NO. 115028;**
(3) Special Provisions for **PROJECT NO. 115028**;
(4) Notice to Contractors;
(5) Proposal to the City of Merced;
(6) Caltrans Standard Specifications, dated May 2006;
(7) Caltrans Standard Plans, dated May 2006; and,
(8) The latest revisions to the General Prevailing Wage Rates.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the documents first listed above shall prevail.

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents as called for, and in the manner designated in, and in strict conformity with, the Project Plans for **PROJECT NO. 115028**, prepared by the City Engineer, and adopted by the Owner, which said Plans are entitled, **"PROJECT NO. 115028 - CDBG SOUTH MERCED ADA RAMPS PROJECT,"** project plans for construction in Merced County in Merced, awarded _____.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. CONTRACT PRICE. The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

BASE BID:

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	$ 3,000.00	$ 3,000.00
2	Public Convenience & Safety	LS	1	$ 2,000.00	$ 2,000.00
3	Surveying	LS	1	$ 2,000.00	$ 2,000.00
4	Remove Concrete Sidewalk	SF	2,750	$ 2.00	$ 5,500.00
5	Remove Curb and Gutter	LF	450	$ 11.00	$ 4,950.00
6	Remove AC Pavement	SF	2,230	$ 2.00	$ 4,460.00
7	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
8	Earthwork	LS	1	$ 3,000.00	$ 3,000.00
9	Concrete Sidewalk	SF	705	$ 6.00	$ 4,230.00
10	Concrete Curb and Gutter	LF	450	$ 30.00	$ 13,500.00
11	Handicap Access Ramp	SF	3,325	$ 10.00	$ 33,250.00
12	Aggregate Base	TN	84	$ 100.00	$ 8,400.00
13	Hot Mix Asphalt	TN	42	$ 250.00	$ 10,500.00
14	Traffic Stripes and Pavement Markings	LS	1	$ 3,000.00	$ 3,000.00
15	Relocate Traffic Signs	EA	4	$ 300.00	$ 1,200.00
16	Restoration	LS	1	$ 2,000.00	$ 2,000.00

TOTAL: $ 105,990.00

4. TERMINATION. If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the Director of Public Works of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope. addressed to the Owner, postage prepaid and registered; (b) if the

notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at PO BOX 70187, BAKERSFIELD, CA 93387, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185**. **Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects**. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

The Contractor may file insurance acceptable to the City covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury...	$500,000.00	each person
	$1,000,000.00	each occurrence
	$1,000,000.00	aggregate products and completed operations
Property Damage...	$250,000.00	each occurrence
	$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of $1,250,000.00 will be considered equivalent to the required minimum limits.

The Contractor will require all subcontractors to take out and maintain bodily injury liability and property damage liability in the amounts stated above.

The Contractor and subcontractors shall save, keep and hold harmless the City, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractors employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provide that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with the applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's bid.

CANCELLATION CLAUSE

NOTE: The standard form used by insurance carriers will not be acceptable unless the word "endeavor" is crossed out where the paragraph states, "The issuing company will (endeavor to) mail . . ." A portion of the last paragraph should be crossed out, which states, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

9. HOLD HARMLESS. The contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Contractor will submit its own invoice for work performed to the closure date and the Engineer will make an approximate measurement of the work performed to the closure date and as a basis for making monthly payments, estimate its value based on the contract unit prices or as the Engineer deems appropriate. The owner will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the Owner will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the Owner and the Contractor, the Owner shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completes, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there by any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

13. ARTICLE VI. -- The improvements contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

14. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

By:_____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By:_____
City Attorney

DOD CONSTRUCTION
(Here in called Contractor)

By:_____
Contractor licensed in accordance with an act providing for the registration of contractors.

ACCOUNT DATA:

PROJECT NO. 115028

Contract No. _____

Project Account No./Amount:

450-1104-637.65-00-115028 $ 105,990.00

LICENSE NO. **624970**

TAXPAYER I.D. NO. **77-0294329**

VENDOR NO. _____

ADDRESS: **PO BOX 70187**
BAKERSFIELD, CA 93387

PHONE: **(661) 366-8000**

FAX: **(661) 366-8001**

EMAIL: **derrickd@dodconstruction.com**

By:_____
Finance Officer Verification

(SEAL)

CITY OF MERCED
FIRST AMENDMENT TO
INTERDEPARTMENTAL COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT to Interdepartmental Cooperative Agreement ("First Amendment") between the City of Merced Economic Development Department and the City of Merced Development Services Department (collectively referred to as the "City Departments") is entered into this _____ day of _____, 2015.

WHEREAS, City is undertaking a project to manage the construction of various sidewalks for the improvement of ADA accessibility; and

WHEREAS, the City Departments entered into an Interdepartmental Cooperative Agreement dated August 18, 2014 ("Agreement"); and

WHEREAS, the City Departments desire to amend said Agreement to extend the time of performance and increase the CDBG funds.

The City Departments agree as follows:

1. Section 2 of the Agreement, "Time of Performance," is hereby amended to read as follows:

   "2. Time of Performance. The project will be completed no later than June 30, 2016."

2. Section 3 of the Agreement, "Budget and Use of Funds," is hereby amended to read as follows:

   "3. Budget and Use of Funds. The total amount to be paid by CDBG funds under this Agreement shall not exceed $153,437.48. Payment will be made only for the cost of designing and constructing the above-described improvements and direct costs for advertising, printing, and other necessary costs to bid the project. Administrative time will not be eligible for reimbursement."

3. Section 10 of the Agreement, "Contacts," is hereby amended to read as follows:

   "10. Contacts. The primary contact for the Development Services Department will be the City Engineer or designee, and the primary contact for the Economic Development Department will be the Housing Program Supervisor."

4. Except as herein amended, the Agreement dated August 18, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the City Departments have caused this First Amendment to Interdepartmental Cooperative Agreement to be executed on the date first above written.

City of Merced Housing Division:

By: _____ Date: _____
Mark Hamilton
Housing Program Supervisor

City of Merced Economic Development Department:

By: _____ Date: _____
Frank Quintero
Director of Economic Development

City of Development Services Department:

By: _____ Date: _____
David B. Gonzalves
Director of Development Services

APPROVED AS TO FORM:
RANDOLPH S. HOM, CITY ATTORNEY

By: Kelly C. Fincher 7/9/15
City Attorney Date

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.5.** Meeting Date: 7/20/2015

Report Prepared by: *Stan Murdock, Director of Public Works - Operations*

SUBJECT: Street Sweeping Agreement with Merced Camelot Owners Association

REPORT IN BRIEF
Consider providing street sweeping services to Merced Camelot Owners Association, as the residents pay for refuse services, which include street sweeping

RECOMMENDATION
City Council - Adopt a motion approving an agreement to provide street sweeping to Merced Camelot Owners Association

ALTERNATIVES
1. Approve as recommended by Staff; or,
2. Approve, subject to other than recommended by (identify specific findings and/or conditions to be addressed in the motion; or,
3. Deny; or,
4. Refer 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 Charter of the City of Merced, Article II Powers of the City, Section 200 Powers

CITY COUNCIL PRIORITIES
As provided for in the 2015-16 Adopted Budget

DISCUSSION
Staff was approached by members of the Merced Camelot Owners Association (Camelot) asking for street sweeping services. As a gated homeowners association Camelot has private streets, which are not typically swept by the City. However, the individual members of Camelot pay the City rate for refuse.

As Council will remember, the approved refuse rate provides the citizens of Merced with a variety of related services including street sweeping and the rate cannot be separated into individual components.

Given that street sweeping is being paid for and desired by the members, but not provided by the City on the private streets of Merced Camelot Owners Association, the City Attorney's office has drafted an agreement (Attachment 1) for Council consideration. The City will provide regular street sweeping services, according to the schedule of the surrounding area, and Camelot will provide access to its streets and indemnify the City for performing street sweeping services on Association property.

Therefore, Staff recommends Council approve an agreement between the City of Merced and Merced Camelot Owners Association to provide street sweeping services.

IMPACT ON CITY RESOURCES

There is no impact on City resources. Refuse rates currently paid by Camelot members include street sweeping, and street sweepers operate adjacent to the area at this time.

ATTACHMENTS

1. Agreement Between the City of Merced and Merced Camelot Owners Association

AGREEMENT BETWEEN THE CITY OF MERCED AND MERCED CAMELOT OWNERS ASSOCIATION TO PROVIDE STREET SWEEPING SERVICES ON STREETS WITHIN THE ASSOCIATION BOUNDARIES

THIS AGREEMENT is made effective this ___ day of _____, 2015, by and between the City of Merced, a California Charter Municipal Corporation, (hereinafter referred to as "City") and Merced Camelot Owners Association and its members, (hereinafter referred to as "Camelot").

WHEREAS, Camelot is a gated Homeowners Association, with private streets within; and

WHEREAS, private streets do not typically receive street sweeping services from the CITY; and

WHEREAS, the individual residents of Camelot pay City residential refuse rates, which rate includes twice monthly street sweeping; and-

WHEREAS, the refuse rate is a single rate for various services and cannot be reduced in the absence of any particular service; and

WHEREAS, recognizing the refuse rate of the City includes street sweeping, the members of Camelot have expressed a desire to have their private streets swept by the City.

WHEREAS, the City has the ability to provide the desired street sweeping services as part of their normal operations, which include twice per month sweeping on the same schedule as the City streets surrounding Camelot.

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

1. The City will provide street sweeping services to Camelot in accordance with the normal schedule for the surrounding area, which includes twice per month sweeping. Such service shall commence on the first day after this Agreement takes effect, in which street sweeping would normally be provided to the streets surrounding Camelot.

2. Camelot agrees to provide the City access to the private streets by providing to the City the normal and customary means of access which is provided to its members. If access is by remote control, Camelot shall provide the City, at no cost, at least five (5) remote gate controls. Should the means of access change, Camelot agrees to provide such access as soon as practically possible.

3. Camelot 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, demands, liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, except that Camelot's duty to indemnify under this Agreement shall not apply to claims, demands, liability, judgments, awards, interest, attorney's fees, costs or other related expenses caused solely by the negligent or willful misconduct of City, it's officers, employees, agents or assigns. Camelot will on request and at its expense defend any action, suit or proceeding arising hereunder and shall reimburse and pay the City for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder.

4. This Agreement will remain in force for as long as the Parties desire. Either Party may terminate the agreement with a sixty (60) day written notice to the other Party.

5. This Agreement sets forth the full and complete understanding of the Parties as of the date first above states, and it supersedes any and all agreements and representations between the Parties made or dated prior to the date of this Agreement. No term or provision of this Agreement shall be modified except by a writing signed by both Parties. Prior courses of dealing or usages of trade shall not be used to modify, vary, supplement or explain any provision of this Agreement.

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:
JOHN M. BRAMBLE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

MERCED CAMELOT OWNERS ASSOCIATION,
A California Corporation

BY: Mary Garcia
(Signature)

Mary Garcia
(Typed Name)

Its: Agent on behalf of Merced Camelot Owners Association
(Title)

BY: _____
(Signature)

_____
(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 77-0495288

ADDRESS: C/o Christson Company
4901 Stoneridge Dr. Ste 222
Pleasanton, CA 94588

TELEPHONE: 925-371-5700
FAX: 925-371-5799
E-MAIL: mgarcia@christsoncompany.com

ADMINISTRATIVE REPORT

Agenda Item **I.6.** Meeting Date: 7/20/2015

Report Prepared by: *Janet German, Secretary III, Fire Department*

SUBJECT: Purchase a Pierce Quantum Pump Under Cab (PUC) Pumper Fire Engine Utilizing a Government Procurement Program and Waiving the Competitive Bidding Process

REPORT IN BRIEF

Recommends purchasing a Pierce Quantum PUC Pumper Fire Engine from Pierce Manufacturing, Inc., (Pierce) using the Houston-Galveston Area Council Government (HGAC) Cooperative Purchasing Program and waiving the bidding threshold.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the purchase of one (1) Quantum PUC Pumper Fire Engine from Pierce, with a total purchase price of $575,203.42, which includes the discount through the HGAC Cooperative Program, factory inspection trips, delivery/dealer preparation, performance bond, contingency fund, 100% pre-payment discount, and 8% sales tax; and,

B. Waiving the competitive bid requirements, in conformance with Section 3.04.210 of the Merced Municipal Code.

ALTERNATIVES

1. Authorizing the purchase of one (1) Quantum PUC Pumper Fire Engine from Pierce, with a total purchase price of $575,203.42, using the HGAC Cooperative Purchasing Program; or,
2. Deny the purchase of one (1) Quantum PUC Pumper Fire Engine and the waiving of the competitive bid requirements; or,
3. Continue this item to a future City Council meeting.

AUTHORITY

Title 3, Article III of the Merced Municipal Code, Purchases Over Twenty-Five Thousand Dollars.

Section 3.04.210 - Exemptions from competitive bidding

Except as otherwise provided in this chapter, competitive bidding requirements for purchases in excess of twenty-five thousand dollars ($25,000), the “bidding threshold”, may be waived with the approval of the City Council. Waivers may be authorized for, but are not limited to, cooperative purchasing in conjunction with other governmental entities, professional services, annual service or

supply agreements, or purchases necessary for standardization on particular types of equipment. The bidding threshold shall be adjusted for inflation utilizing the same index and methodology as the bidding threshold in Section 3.04.080 of this code.

CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget and making Public Safety a priority.

DISCUSSION

The Merced Fire Department (MFD) is requesting City Council to authorize the purchase of one (1) Quantum PUC Pumper Fire Engine from Pierce, with a total purchase price of $575,203.42. Total purchase price includes the discount through the HGAC Cooperative Purchasing Program, factory inspection trips, delivery/dealer preparation, performance bond, contingency fund, 100% pre-payment discount, and 8% sales tax. Additionally, we are requesting that the competitive bid requirement be waived based upon the need to standardize our fleet of apparatus.

History and Past Actions

On July 7, 2013, City Council authorized the MFD to utilize the HGACBuy program and waive the competitive bidding process based upon apparatus standardization to purchase from Pierce, a Pierce Quantum PUC Pumper in the amount of $539,554.59. Due to the favorable outcome of the purchase, the MFD is requesting to utilize the same processes for the replacement of its 1991 Beck Fire Engine.

Need for Replacement

The MFD is requesting authority to replace a 1991 Beck Fire Engine (E253), now serving as a reserve engine, which was originally scheduled for replacement in 2011. Fleet Services recommended replacement of the 1991 Beck Fire Engine based upon its safety, condition, age, regulatory requirements, and unavailability of parts. Although this engine had exceeded its economic and useful life, due to the economic downturn in 2011, many of the MFD's vehicles' service life had been extended beyond their original projected replacement date, as in the case of the 1991 Beck. However, this economic decision resulted in an engine that is continually out-of-service due to ongoing breakdowns due to the vehicle's age and the unavailability of parts due to its manufacturer no longer operating.

Fire Engine Specification

The new fire engine specification consists of a Pierce Quantum PUC Pumper, which meets and/or exceeds the applicable Insurance Services Organization (ISO) and National Fire Protection Association (NFPA) standards. Additionally, the fire engine will meet the clean air emission Tier IV compliance for the California Air Resources Board (CARB).

Cooperative Purchasing

The fire engine will be purchased through the HGACBuy Program, Contract Number SW04-08. All products and price structures offered through the HGACBuy program have been awarded through an open, competitive bidding process. Merced Municipal Code 3.04.210-*Exemptions from competitive bidding,* provides the opportunity to purchase equipment through cooperative purchasing in

conjunction with other governmental entities. In 2010, the City Council approved the use of HGAC, and the City has used HGAC to procure public works equipment/vehicles. The HGAC is a regional council of governments operating under the laws of the State of Texas and governed by a board of elected officials and has been in existence for more than 30 years. The HGAC Board awards all contracts, which can then be made available to local governments nationwide through HGACBuy, which specializes in capital-intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate the bid responses. All products offered through HGACBuy have been awarded by virtue of an open competitive bid process and enables the City to purchase large specialized equipment at a greater savings than the traditional method of creating detailed specifications and soliciting and administering the bid process. Because of the national sales base, HGAC's pricing is typically more competitive than a local agency can obtain through its own bidding process. There are no membership fees to purchase through HGAC, however, a transaction fee, will apply. The City of Merced is eligible to participate in the HGACBuy program, due to execution of an Interlocal Contract for Cooperative Purchasing between the City of Merced and the Texas Interlocal Cooperation Act under Contract Number SW04-08. Funds for the purchase have been appropriated in the FY 15/16 budget. If City Council authorizes the purchase of the engine, a request is being made to waive the competitive bidding process based upon standardization of the MFD's apparatus. Council authorization waiving the competitive bidding process will not affect local vendors, because there are no local vendors for the Type I Fire Engine being purchased.

Standardization

This purchase also would continue the MFD practice of standardization of its vehicles. The MFD currently has an existing fleet of 11 City-owned fire apparatus of various kinds and types, nine of which were manufactured by Pierce in Appleton, Wisconsin. For 22 years, Pierce has provided the City with excellent quality workmanship, reliability, serviceability, and availability of parts.

Pierce produces fire apparatus that is used throughout the nation for various firefighting applications and each piece of firefighting apparatus is individually customized for the specific needs of the requesting agency. Prior to the start of the manufacturing process, Pierce Engineers meet with agency representatives to discuss the specific performance and functional requirements of the apparatus being ordered. As a result of the City's longstanding relationship with Pierce Manufacturing, Inc., the MFD has been provided with a fleet of apparatus that has been specifically customized and is ideally suited for the needs of Merced. Fire apparatus developed and engineered in cooperation with Pierce has provided the MFD with an end product that cannot be easily duplicated through the publication of specifications and collection of bids. Although there are many other providers of customized firefighting apparatus, Pierce provides the MFD with the best overall value based on the quality of the construction, performance, warranties, maintenance, and overall service life of the apparatus.

Pierce has a long standing reputation for producing high quality firefighting apparatus. All of the major components used in the assembly of their firefighting apparatus, with the exception of the motor, are manufactured on-site by Pierce. The frame, cab, chassis, pumps, and other major components are manufactured by Pierce to provide quality assurance. Since 1993, the MFD has had many opportunities to send representatives to the Pierce plant to tour and observe processes and each department representative would attest to the quality and precision that is involved in the

manufacturing process. However, the quality of our Pierce apparatus is best exemplified by the service this product delivers. The MFD apparatus replacement plan is built on the assumption that our fire apparatus will provide an estimated service life of 20 years. On average, a firefighting engine can be used as the primary or front-line emergency response vehicle for 10 years and will provide an additional 10 years of service in a more limited capacity as a reserve engine. All of the initial firefighting engines purchased since 1993 from Pierce are still operating as front line or reserve fire apparatus.

The standardization of our fleet to Pierce manufactured apparatus has allowed Fleet Services to maintain an inventory of standard parts and allowed our mechanics to be trained and certified to perform factory warranty repairs. When repairs exceed our capabilities, our apparatus is taken to Pierce's Regional Service Provider, Burton's Fire, Inc. in Modesto. The availability of an authorized repair facility has greatly assisted the MFD in performing timely repairs, reducing the overall time an apparatus is out of service. More importantly, the standardization of firefighting apparatus has eliminated the need for specialized training, which can be critical in life saving situations. In emergency situations, firefighters can respond instinctively based on their training and familiarity with the apparatus.

Pierce has been in business for 102 years and is North America's largest fire and emergency vehicle manufacturer. The workmanship, attention to detail, and performance provided by Pierce exceeds its competition.

Pursuant to the City of Merced Municipal Code, Section 3.04.210 - *Exemptions from Competitive Bidding*, the MFD recommends that Pierce remain the standardized vendor for fire apparatus, and that HCAGBuy be utilized to procure the engine, which will streamline the acquisition of the engine at the best price available.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

The total cost of the engine is $575,203.42 and is well within the $600,000 available in account number 674-1103-63.00 (Vehicle Replacement).

ATTACHMENTS

1. Quote 40617-15 from Pierce Manufacturing Inc.
2. HGACBuy Interlocal Contract for Cooperative Purchasing

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

Merced Fire Department
678 W. 18th Street
Merced, CA 95340
City of Merced HGAC # SW04-08

DATE	June 17, 2015
QUOTE NO.	40617-15
EXPIRES	July 31, 2015
SALES REP.	Rich Myers

100% PRE-PAYMENT OPTION (or lease purchase through OSHKOSH CAPTIAL)

With this option you will realize a pre-tax price savings of **($25,242.93)** PER UNIT from the total proposal amount listed on our June 17, 2015 proposal, our quote number 40617-15.

#	Description	Each
A	One (1) Pierce Quantum PUC Pumper	573,747.89
B	Discount for HGAC contract number FS12-11, WC05	(36,897.00)
C	Factory Inspection Trips (1 trip, 3 MFD representatives)	4,134.00
D	Delivery / Dealer Preparation	5,246.25
E	Performance Bond	1,607.55
F	Merced FD Pre-Construction Contingency Fund	10,000.00
G	100% pre-payment discount	(25,242.93)
H	**APPARATUS COST**	**532,595.76**
I	State Sales Tax @ 8.00%	42,607.66
J	**TOTAL PURCHASE PRICE**	**575,203.42**

100% Pre-Payment Terms and Conditions:

1) The Merced Fire Department shall pay the entire contract amount of **$575,203.42** PER UNIT within fifteen (15) calendar days of receipt of invoice to Pierce Manufacturing Inc.

2) **Customer is entitled to this discount if Oshkosh Capital makes payment on behalf of the customer**. Third party shall pay the entire contract amount of **$575,203.42** PER UNIT within fifteen (15) calendar days of receipt of invoice to Pierce Manufacturing Inc.

3) Proposed delivery timeframe after receipt / acceptance of contract (or purchase order) will not begin until full payment of **$575,203.42** PER UNIT is received by Pierce Manufacturing Inc.

4) If payment of **$575,203.42** PER UNIT is late and if the customer elects not to have the delivery extended, **$95.00** per unit, per calendar day will be deducted from the 100% pre-payment discount at time of final invoice.

ATTACHMENT 3

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 0-2409
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * the City of Merced, CA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 678 W. 18th Street, Merced, CA 95340

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391. Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * March 15, 2010 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 7/1/2009 and ends * 6/30/2010. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Merced, CA
Name of End User *(local government, agency, or non-profit corporation)*

* 678 W. 18th Street
Mailing Address

* Merced | CA | 95340
City | State | ZIP Code

*By: John M. Bramble
Signature of chief elected or appointed official

* John M. Bramble, City Manager 03-22-10
Typed Name & Title of Signatory | Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By _____
Executive Director

Date 4-19-10

Attest. _____
Manager

Date April 1, 2010

201383
FUNDS/ACCOUNTS VERIFIED
3-18-10
FINANCE OFFICE DATE

No funds to encumber at this time.
3/18/10
3/18/10

APPROVED AS TO FORM:
JEANNE SCHECHTER
Chief Deputy City Attorney

**Denotes required fields*

Rev. 7/07

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.7.** Meeting Date: 7/20/2015

Report Prepared by: *Jeff Bennyhoff, I.T. Manager, Information Technology*

SUBJECT: Citizen Engagement Application Service Contract

REPORT IN BRIEF
Enter into a contract with PublicStuff, and amend a contract with SunGard for a Citizen Engagement Application for $17,784.29 per year.

RECOMMENDATION
City Council - Adopt a motion approving the PublicStuff contract and approving the SunGard contract amendment for a citizens engagement application; and, authorizing the City Manager to execute the necessary documents.

ALTERNATIVES
1. Approve execution of contract(s) as recommended; or

2. Decline to award contract(s); or,

3. Refer to staff with direction.

AUTHORITY
Section 3.04.120 of the Merced Municipal Code

CITY COUNCIL PRIORITIES
To enhance the communications and interaction with citizens.

DISCUSSION
The City would like to procure a Citizens engagement application. Currently most citizens engage with the City by calling over the phone, sending an email, or talking directly to a City employee. A citizen engagement system uses technology to empower and connect with citizens in our community. The application allows a citizen to use a smartphone app to report a problem, find out the status of a request, find out about upcoming and ongoing events, and have two way communication with the City.

How does the smartphone app work to report a problem to the City?

A Citizen opens the app, selects the type of problem(s) they are reporting (Pot hole, garage issues, water violation, etc.) The application will use GPS on their smartphone to know location of the reported problem. They can choose to take a photo of the problem and type in additional information

about the problem and submit the request to the City. They can submit the request in their native language, be it in English, Spanish, or Hmong. The City will receive the request (translated into English) and can take action on it. Along each step, the citizen will get notified about the status of their request and when their request was completed in their native language.

Another feature of the application is it allows the City to send out notifications to citizens. This would operate similar to a cell phone text message. It could inform citizens about a water line break, upcoming road construction, or other important items.

The application will help the City become more operationally efficient. Currently many of the requests received don't have enough detailed information to dispatch the correct resource to the problem, or doesn't communicate where the problem is occurring. With GPS and photos of the problem the City should be able to dispatch the correct resource the first time.

This application will also integrate into our work order management system provided by SunGard. This will allow Public Works and Finance Department to maintain their existing cost accounting and control processes.

The I.T. Department recommends entering into a contract with PublicStuff and amend the contract with SunGard for the Citizen Engagement application.

IMPACT ON CITY RESOURCES
Funding is available within the Adopted Fiscal Year 2015-16 budget in the following account.

672-0403-512-2100 $17,784.29 per year

ATTACHMENTS
1. Public Stuff Contract
2. SunGard Contract

PUBLICSTUFF

Please complete the information highlighted in yellow below.

Date	March 12, 2015

Order form valid for 30 days after Date of delivery.

Pro Edition Order Schedule (OS) Confirmation

General Information

Client Name	The City of Merced, CA
Client Contact	Jeff Bennyhoff 209.385.6829
Client Contact Email	bennyhoffj@cityofmerced.org

Accounts Payable Information

Accounts payable contact will receive invoice via email. Please enter their information below:

AP Contact AP Address	Jeff Bennyhoff City of Merced 678 West 18th Street Merced, CA 95340
AP Contact Email	bennyhoffj@cityofmerced.org

Agreement Term

Invoices will be sent out using the term start and end dates below:

Term Start	August 1st, 2015
Term End	June 30th, 2016

Description of Services

PublicStuff, Inc. ("PublicStuff") will provide Client with access to PublicStuff's citizen engagement & workflow management suite (the "Services"), which includes the following:

- Custom branded smartphone applications
- Public-facing web portal
- Cloud-based CRM and administrative dashboard

Staff User Accounts	80 included
Mobile Application	City branded in-app store application for iOS and Android phones, with Unlimited widgets. General Windows & Blackberry app.
Mapping Features	Google (standard) and ESRI (enhanced)
Reporting	Enhanced reporting with analytics
System Configuration	Remote, account manager assisted
Training	Remote, account manager assisted
Account Support	Account Management support is available Monday through Friday between 9:00am and 6:00pm EST, excluding holidays.
One-Voice	Dynamic translation of resident and staff communication for 15 languages via mobile and 50 languages via web, including Spanish and Hmong.

Products & Pricing Conditions

Product Pricing

Product	Billing Frequency	Price
PublicStuff Pro (11-month subscription)	Upfront	$10,450
SunGard Integration (11-month subscription)	Upfront	$2,750
Knowledge Base – Initial Term	One-Time	Waived
Total Subscription – Initial Term	Upfront	**$13,200**

Purchase Order Information

Is a purchase order (PO) required for the purchase or payment of the products on this order schedule? ☐ No ☐ Yes

If yes, please complete the following:

PO Number	
PO Amount	

Payment

PublicStuff will send Client invoices on an upfront basis based on the PublicStuff Agreement Term Start Date. Payments will be due within 45 days of the PublicStuff Agreement Term Start Date. Any changes to the Term Start Date needs to be approved in writing by both parties. Should PublicStuff not receive payment when due, PublicStuff reserves the right to discontinue Services upon ten days prior with written notice. Client will be responsible for all costs and expenses (including, without limitation, reasonable attorneys fees) PublicStuff incurs in collecting late payments not disputed in good faith.

Additional Representations & Warranties

PublicStuff represents and warrants the ability to provide bi-direction service request updates between the PublicStuff Platform and any 3rd party vendor, provided that the City ensures that PublicStuff has access to the application web services associated with the

software of the 3rd party vendor ("Integration Guarantee").

If PublicStuff fails to deliver such functionality within 90 days of the web services being made generally available to PublicStuff by the City, PublicStuff shall be in breach of the Integration Guarantee, which shall constitute a material breach of the Agreement.

In the event of this, or any other material breach, the City may terminate the Agreement, as outlined in Section 9 of the Terms, and shall be entitled to a full refund of the last 12 months fees paid to PublicStuff.

Acceptance & Authorization

This Order Schedule ("OS") is entered into between Client and PublicStuff. Client accepts and agrees to adhere to the Terms and Conditions for PublicStuff Services hereby incorporated by reference and available at: http://pro.publicstuff.com/terms, which, together with this OS will be referenced as the "Agreement." This Agreement between Client and PublicStuff, which Client hereby acknowledges and accepts, constitutes the entire agreement between PublicStuff and Client governing the Services referenced above. Client represents that its signatory below has the authority to bind Client to the terms of this Agreement. Additionally, Client hereby consents to extend to other municipalities the terms, with the exclusion of pricing, of this Agreement for use in inter-governmental cooperative purchasing ("Piggybacking"). Notwithstanding the foregoing, the terms of this Agreement are Confidential Information.

PublicStuff, Inc	**Client:**
By:	By:
Printed Name: Surya Yalamanchili	Printed Name:
Title: ~~CEO~~ SVP	Title
Date: 17 JUN 2015	Date:

APPROVED AS TO FORM:

KENNETH ROZELL
Senior Deputy City Attorney

PUBLICSTUFF

Terms and Conditions for PublicStuff Services

THESE TERMS AND CONDITIONS FOR SERVICES ("AGREEMENT") AND ONE OR MORE WRITTEN ORDERS ("ORDER SCHEDULES") GOVERN USE OF OUR SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A MUNICIPALITY OR OTHER LEGAL OR GOVERNMENTAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. YOU ARE ENTERING INTO THIS AGREEMENT WITH PUBLICSTUFF ~~INC., A DELAWARE CORPORATION~~ ("PUBLICSTUFF", "WE", "US" OR "OURS"), AN ACCELA, INC Company.

PublicStuff provides a tool that You can use to understand issues surfaced by users of the PublicStuff applications in respect of Your city, municipality, facility, complex, building or campus. By subscribing to the PublicStuff Service, PublicStuff allows You to interact directly with individuals in Your location by providing such individuals with tools and applications to report issues, concerns or problems to You for efficient resolution. The PublicStuff Services are made available to You through a password-protected hosted interface and dashboard provided by PublicStuff.

~~This Agreement was last updated on February 27, 2013.~~

This Agreement and the applicable Order Schedules (incorporated herein by reference) are effective between You and PublicStuff as of the date that You accept these Terms and Conditions.

1. DEFINITIONS

"Implementation Services" means services provided to You to integrate and implement the PublicStuff Services, as may be mutually agreed upon by the parties.

"Platform" means all ideas, concepts, inventions, systems, platforms, software, dashboards, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-

how, trade secrets and other technologies, implementations and information that are used by PublicStuff in providing the PublicStuff Services.

"PublicStuff Data" means all data and information created, received, processed or provided by PublicStuff in performing the PublicStuff Services, or that result from performance of the PublicStuff Services.

"PublicStuff Services" means, collectively, the interface and dashboard hosted by PublicStuff and provided to You from time to time, the PublicStuff Data, the Platform, the Implementation Services and the documentation. The PublicStuff Services include any change, improvement, extension or other new version thereof that is developed or otherwise made available to You.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the PublicStuff Services, and are identified as third-party applications.

"User Guide" means the online user guide for the Services, accessible via login at accounts.publicstuff.com as updated from time to time.

"Users" means individuals who are authorized by You to use the PublicStuff Services and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents.

"You" or "Your" means the Municipality or other legal or governmental entity for which you are accepting this Agreement.

"Your Data" means all electronic data or information submitted by You to the PublicStuff Services.

2. PUBLICSTUFF SERVICES

2.1 Order Schedules. These Terms and Conditions will be implemented through one or more written orders that reference this Agreement and contain such other information as Your contact information, the PublicStuff Services to be accessed, any third-party applications to be accessed, subscription fees, implementation services, the term and agreed-upon termination provisions. Any change to the terms of this Agreement within an Order Schedule will apply only to the PublicStuff Service described therein. PublicStuff may provide the PublicStuff Services directly, or indirectly using contractors or other third party vendors or service providers. PublicStuff agrees that it shall be fully responsible for performance of PublicStuff Services for You by any such third party contractors, vendors or service providers.

2.2 PublicStuff Services. Subject to these terms and conditions and the Order Schedules, PublicStuff will use commercially reasonable efforts to operate and host the Platform in connection with making the PublicStuff Services available to Customer in accordance with the service levels which can be accessed on our website at http://www.publicstuff.com/terms as amended, from time to time. PublicStuff reserves the right to modify the PublicStuff Services (in whole or in part) at any time, provided that PublicStuff will not materially reduce the functionality of the PublicStuff Services.

2.3 Analytics. PublicStuff hereby grants You all necessary rights to access and analyze PublicStuff Data, solely via the PublicStuff Services during the term defined in the applicable Order Schedule.

2.4 Third-Party Products and Services. PublicStuff may offer Third-Party Applications for sale under Order Schedules. Any other acquisition by You of Third-Party Applications, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. PublicStuff does not warrant or support third-party products or services, except as specified in an Order Schedule. No purchase of third-party products or services is required to use the PublicStuff Services.

2.5. Third-Party Applications and Customer Content. If You install or enable Third-Party Applications for use with the PublicStuff Services, You acknowledges that PublicStuff may allow providers of those Third-Party Applications to access Your content as required for the interoperation of such Third-Party Applications with the PublicStuff Services. PublicStuff shall not be responsible for any disclosure, modification or deletion of Your content resulting from any such access by Third-Party Application providers.

2.6 Availability of Third Party Applications. PublicStuff Service features that interoperate with Third Party Applications depend on the continuing availability of such Third Party Applications. If such Third Party Applications cease to be available on reasonable terms for inclusion in the PublicStuff Services, PublicStuff may cease providing such Third Party Applications without entitling You to any refund, credit, or other compensation.

2.7 Support. PublicStuff will use commercially reasonable efforts to provide You with the necessary technical support and updates for the PublicStuff Services.

2.8 Limitations. PublicStuff will not be responsible or liable for any failure in the PublicStuff Services resulting from or attributable to (a) usage in excess of the usage for which You have ordered pursuant to an applicable Order Schedule, (b) failures in any telecommunications, network or other service or equipment that are not within PublicStuff's

reasonable control, (c) Your negligence, acts or omissions, (d) any force majeure or other cause beyond PublicStuff's reasonable control, or (e) unauthorized access, breach of firewalls or other hacking by third parties, except to the extent such access, breach or hacking is caused by PublicStuff's negligence or willful misconduct.

2.9 Privacy. PublicStuff shall collect, process and store personally identifiable information in accordance with PublicStuff's privacy policy located at http://www.publicstuff.com/privacy.

2.10 User Subscriptions. Unless otherwise specified in the applicable Order Confirmation, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users.

3. FEES AND PAYMENTS

3.1 Fees. You agree to pay PublicStuff all fees and expenses in the amounts and at the times specified in the applicable Order Schedule.

3.2 Payment Terms. Unless specified otherwise or subject to a good faith dispute, all amounts due hereunder shall be paid in full (without deduction, set-off or counterclaim) within 45 days after Your receipt of invoice in US dollars at PublicStuff's address or to an account specified by PublicStuff.

3.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Confirmations on payment terms shorter than those specified above.

3.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4. PROPRIETARY RIGHTS

3.1 PublicStuff Services. Except for the limited rights and licenses expressly granted to You hereunder, no other license is granted, no other use is permitted and PublicStuff (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the PublicStuff Services.

3.2 Customer Content. You shall own all rights in all content and data created or provided by You, subject to the rights and licenses granted herein. During the term of this Agreement, You hereby grant PublicStuff and its successors a worldwide royalty-free, nonexclusive, sublicensable right and license to exploit and use Your content in connection with the provision or exploitation of the PublicStuff Services.

3.3 Restrictions. Except as expressly permitted in this Agreement, You shall not directly or indirectly (a) use any of PublicStuff's Confidential Information (as defined herein) to create any service, software, documentation or data that is similar to any aspect of the PublicStuff Services, provided that the foregoing does not prohibit independent development of similar functionality by You or third parties, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Platform, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the PublicStuff Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the PublicStuff Services, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or (f) permit any third party to engage in any of the foregoing proscribed acts.

5. CONFIDENTIALITY

Each party agrees that the business, technical and financial information, that is designated in writing as confidential, or is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing party and its licensors ("Confidential Information"). Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party. Except as expressly and unambiguously allowed herein, the receiving party will hold in

confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, and independent contractors. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party, and receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

6. LIMITED WARRANTY AND DISCLAIMERS

6.1 General. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

6.2 PublicStuff. PublicStuff warrants to Customer that (i) the PublicStuff Services will be provided in a professional and workmanlike manner; (ii) the PublicStuff Services will perform in accordance with the documentation in all material respects; (iii) the PublicStuff Services as delivered by PublicStuff do not contain any Trojan horses, worms, or undocumented disabling devices; and (iv) PublicStuff scans the PublicStuff Services and the hosted environment for known viruses using industry standard virus detection techniques.

6.3 Disclaimers. PUBLICSTUFF DOES NOT WARRANT THAT THE PUBLICSTUFF SERVICES WILL MEET YOUR REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, PUBLICSTUFF HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PUBLICSTUFF SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INDEMNIFICATION

7.1 Infringement. Except as provided below, PublicStuff agrees to (a) defend You against any claim by a third party that the PublicStuff Service infringes a valid US patent (issued as of

the Effective Date), or any copyright or trade secret, of such third party and (b) indemnify You for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any PublicStuff Service becomes or, in PublicStuff's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, PublicStuff may, at its option (i) obtain for You the right to continue using the PublicStuff Service or (ii) replace or modify the PublicStuff Service so that it becomes non-infringing without substantially compromising its principal functions. If (i) and (ii) are not reasonably available to PublicStuff then it may (iii) terminate this Agreement upon written notice to You and refund to You any PublicStuff Service fees that were pre-paid for the then current term, pro-rated for the remainder thereof.

7.2 Exclusions. PublicStuff shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any PublicStuff Service in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) modifications, alterations, combinations or enhancements of the PublicStuff Service not created by or for PublicStuff (c) any of your content, (d) any portion of the PublicStuff Service that implements Your requirements, (e) Your continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement or (f) any intellectual property right in which You or any of its affiliates has an interest.

7.3 Procedures. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

7.4 Entire Liability. The foregoing states the entire liability of PublicStuff and Your exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the PublicStuff Services, any part thereof or its use or operation.

8. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACH OF SECTION 5 (CONFIDENTIALITY), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7 OR A PARTY"S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS AND CONDTIONS OR ANY

ORDER SCHEDULE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES IN THE AGGREGATE, IN EXCESS OF THE AMOUNT PAID TO IT (IN THE CASE OF PUBLICSTUFF) OR PAID AND PAYABLE BY IT (IN THE CASE OF YOU) HEREUNDER DURING THE PREVIOUS 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION

9.1 Term. These Terms and Conditions and each applicable Order Schedule shall commence upon your acceptance of the Terms and Conditions and each Order Schedule and shall continue in effect until terminated in accordance with the Order Schedule.

9.2 Termination. This Agreement may be terminated (in whole, or in respect of any Order Schedule) by a party (a) if the other party materially breaches a provision of these Terms and Conditions or the applicable Order Schedule and fails to cure such breach within 30 days (10 days in the case of non-payment) after receiving written notice of such breach from the non-breaching party or (b) as otherwise set forth in the Order Schedule.

9.3 Effects of Termination. Upon any expiration or termination of any Order Schedule or the termination of these Terms and Conditions, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 3 (Fees and Payments), 4 (Proprietary Rights), 5 (Confidentiality), 6 (Limited Warranty and Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9.3 shall survive.

10. GENERAL PROVISIONS

10.1 Entire Agreement. These Terms and Conditions (including the Order Schedules) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of these Terms and Conditions (and all past dealing or industry custom). Any inconsistent or additional terms on any related writing or similar form, even if signed by the parties hereafter, shall have no effect under these Terms & Conditions. PublicStuff reserves the right to change these Terms and

Conditions from time to time upon written notice to You. The failure of either party to enforce its rights under these Terms and Conditions at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of these Terms and Conditions is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable.

10.2 Prevailing Party. In any action or proceeding to enforce these Terms and Conditions, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10.3 Remedies. Except as specifically provided otherwise herein, each right and remedy in these Terms and Conditions is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 4 or 5, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.4 Notices. All notices under these Terms and Conditions will be in writing, in English and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.5 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms and Conditions and Order Schedule(s) (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.6 Publicity. Neither party shall use the other party's trademarks, trade names or make any public statements concerning the relationship between the parties without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, You hereby grant to PublicStuff the right to use, reproduce and publish, Your name, trademarks, service marks, brand names and brand marks in connection with advertising, marketing and sales.

10.7 Assignment. These Terms and Conditions and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld, conditioned or delayed. However, without consent, either party may assign their rights and obligations hereunder to any successor to all or substantially all of its business (whether by sale of assets or equity, merger, consolidation or otherwise). These Terms and Conditions shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

10.8 Independent Contractors. The parties shall be independent contractors, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

10.9 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with these Terms and Conditions. If You learn of any violation of the above restriction, You agree to contact us immediately.

SUNGARD® PUBLIC SECTOR

SunGard Public Sector Inc. Application Service Provider Agreement
Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated September 8, 2014 (Agreement), between **SunGard Public Sector Inc. (SunGard Public Sector) and City of Merced, California (Customer).** Unless otherwise stated above, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: City of Merced, California

Agreement Number: MERC-141659-3

	Yes	No
Initial Order Form		X
Replacement Order Form		X
Replaces Order Dated		

1. **Term:** Begins August 1, 2015 and expires commensurately with the expiration of the Agreement.

2. **Application Groups:** Monthly Access Fees

	Applications and/or Services	Monthly Access Fee
New Products (Not Currently Licensed)	Web Enablement- (WB) Utilities Fusion- (FUSION-NL-UTIL)	$ 382.02
Cloud Services	Setup, Implementation, Disaster Recovery Plan for SunGard Public Sector applications	Included in Monthly Access Fee
	Total Proposed System:	**$ 382.02**

3. **Payment Terms:**
Monthly Access Fees: The initial Monthly Access Fee will be due August 1, 2015. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be billed with current ASP Monthly Access Fees. Additional ASP Monthly Fees will be subject to increases defined in the initial ASP agreement.

The terms and conditions contained in this Schedule A – Order Form, including the prices, will be honored as set forth herein, provided this Schedule A – Order Form is executed by March 31, 2015.

City of Merced
687 W. 18th Street
Merced, CA 95340

Authorized Signature **Date** **Printed Name**

APPROVED AS TO FORM:
5/4/15
KENNETH ROZELL
Senior Deputy City Attorney

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.8.** Meeting Date: 7/20/2015

Report Prepared by: *Aarin Garrison, Systems Engineer II, Information Technology Department*

SUBJECT: Authority to Sign Addendum and License E-mail Archiving Product

REPORT IN BRIEF
Consider approving an addendum to the City's existing Enterprise Agreement (EA) contract with Microsoft for e-mail archive product.

RECOMMENDATION
City Council - Adopt a motion approving an addendum to the City's Enterprise Software Agreement with Microsoft by licensing Microsoft's email archiving product (Exchange Online Archiving); and, authorizing the City Manager to sign the necessary documents.

ALTERNATIVES
1. Adopt the motion as recommended; or,
2. Decline to award contract; or,
3. Refer to staff with direction.

AUTHORITY
Section 200 of the Merced Municipal Code gives City Council the power to make and enforce all laws and regulations in respect to municipal affairs, subject to limitations provided in the State of California Constitution.

CITY COUNCIL PRIORITIES
As provided for in the 2015-16 Adopted Budget.

DISCUSSION
In April 2014 the City renewed a five year Enterprise Agreement (EA) contract with Microsoft. This agreement allowed the City to become compliant with Microsoft software licensing terms, receive the newest versions of the software the City is licensed to operate, utilize software that only EA contract holders have access to, and license software at the lowest possible rate of -7.5% off the government contract rate. The City "piggy backed" off the County of Riversides' competitively bid agreement. The cost of the Microsoft agreement is $117,635 per year.

The Exchange Online Archiving product will be licensed under the City's active EA contract to ensure

lowest possible pricing.

The Exchange Online Archiving product will help the City to solve archiving, compliance, eDiscovery, and public records act requests as they are related to email. This product will be licensed by the City and added to our existing EA contract with Microsoft.

Currently the City cannot;

- Easily perform eDiscovery or public records act request
- Perform in-place holds of email upon request.
- Archive email. Staff must print and file their records.

The following are benefits of the Exchange Online Archiving product:

- Preserve and hold email information for eDiscovery / public records request.
- Enable staff to archive email in a digital format.
- Archive any amount of email, within the corresponding department's records retention schedule.

Ability to access archived email remotely.

IMPACT ON CITY RESOURCES

The cost of the Exchange Online Archiving product from Microsoft is $11,305 per year.

Funds for this product are available from the Information Technology Department. Future year payments will also be made from this same fund.

1) $11,600 in funding is available in account: 672-0403-512.2100

ATTACHMENTS

1. CompuCom software quote
2. Enterprise Enrollment (Indirect) Amendment ID M97
3. Program Signature Form

CompuCom - software quote

Quoted by Miles Allarea, CompuCom 7171 Forest Lane, Dallas TX 75230

Phone **916-934-6023 miles.allarea@compucom.com**

Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.

	Quoted to:	City of Merced (CA)		
		Exchange Online Add On		
	Date	3/13/2015		
		EA#		
		6849850		
	Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"			
Quantity	***Part #***	***Description***	***Unit Price***	***Ext. Price***
		2 Months		
529	F2T-00001	ExchgOnlnArchSrvGov ShrdSvr ALNG SubsVL MVL PerUsr	$3.56	$ 1,883.24
		Payment Due Now		$ 1,883.24
		Year 2, 3 ,4, 5		
529	F2T-00001	ExchgOnlnArchSrvGov ShrdSvr ALNG SubsVL MVL PerUsr	$21.37	$ 11,304.73
		Annual Payment Due Begininng Each Year		$ 11,304.73
	Tax	Please write "Electronic Delivery Only" on your order.		$0.00
Prices good for 30 days				

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

Microsoft Volume Licensing

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

000-jorob-s-778

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment 6849850 is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

94

APPROVED AS TO FORM:

KENNETH ROZELL
Senior Deputy City Attorney

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73134

000-jorob-s-778

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
EA Enrollment Amendment	M97 (6849850)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Merced (CA)
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

APPROVED AS TO FORM:
4/23/15
KENNETH ROZELL
Senior Deputy City Attorney

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.9.** Meeting Date: 7/20/2015

Report Prepared by: *Tom Trindad, Captain, Police Department*

SUBJECT: Predictive Policing Software Contract

REPORT IN BRIEF
Enter into a contract with Predpol to provide predictive policing software that will assign probabilities of future crime events for $44,700.00 for three years. The initial payment will be for $30,000.00 and the next fiscal year payment will be $14,700.00 for a total of $44,700.00.

RECOMMENDATION
City Council - Adopt a motion approving the contract with Predpol, and; authorizing the City Manager to execute the necessary documents.

ALTERNATIVES
1. Approve execution of the contract as recommended; or

2. Decline to award contract; or

3. Refer to staff with direction

AUTHORITY
Section 3.04.120 of the Merced Municipal Code

CITY COUNCIL PRIORITIES
To enhance police staffing by providing tools to assist officers in carrying out law enforcement duties.

DISCUSSION
Predictive policing will enhance the Departments ability to, assign probabilities of future crime events to each districts, present estimated crime risk in a useable framework to law enforcement decision makers and lead to more efficient & more accurate resource deployment by local law enforcement agencies.

How PredPol Works:

Using only three data points - past type, place and time of crime and a unique algorithm based on criminal behavior patterns, PredPol's powerful software provides Merced Police Department with customized crime predictions for the places and times that crimes are most likely to occur. PredPol

pinpoints small areas, depicted in 500 feet by 500 feet boxes on maps - that are automatically generated for each shift of each day.

PredPol's tool enables law enforcement to enhance and better direct the patrol resources they have. It does not replace, but requires, the insights of veteran officers and crime analysts. Typically, patrol officers spend a few minutes in PredPol boxes to deter crime when they're not responding to calls for service or performing other duties. Some of these boxes are places that officers routinely cover, but many others are places that might not otherwise receive attention. This also provides officers an opportunity to interact with residents, aiding in relationship building and strengthening community ties.

The Merced Police Department's Command Staff recommends the use of this software to help reduce crime and provide more efficient service to our community. Modesto Police Department has already started using this technology and appears to have been beneficial to their city.

IMPACT ON CITY RESOURCES

Funding is available within the Adopted Fiscal Year 2015-16 budget in the following account.

Measure C account #061-1026-522-17-00	$44,700.00 for three years first year $30,000.00 second year $14,700.00

ATTACHMENTS

1. Predpol contract

PREDPOL

PredPol Predictive Policing Software as a Service Subscription Agreement

This Subscription Agreement ("**Agreement**") between PredPol, Inc., a California corporation, with offices at 2801 Mission Street, Suite 2803, Santa Cruz, CA 95060 ("**PredPol**") and The City of Merced (**"Client"**). This Agreement is effective when signed by both Parties (the "**Effective Date**"). This Agreement governs Client's access to and use of the PredPol's technology services.

1. **Definitions.** (for terms that may appear either in this Agreement or in an attachment hereto)

A) "Admin Account(s)" means the administrative account(s) provided to Client by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Client.

B) "Administrators" mean the Client-designated technical personnel who administer the Services to End Users on Client's behalf.

C) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

D) "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

E) "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

F) "Client Data" means data, including crime data, provided, generated, transmitted or displayed via the Services by Client or End Users.

G) "Data Pipe" means the server software used by PredPol to extract crime data from Client's RMS, encrypt it, and send to the PredPol servers to use to deliver the Service.

H) "Emergency Security Issue" means either: (a) Client's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other Client's use of the Services; or (iii) the PredPol network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

I) "End Users" means the individuals Client permits to use the Services.

J) "End User Account" means a PredPol-hosted account established by Client through the Services for an End User.

K) "Fees" means the amounts invoiced to Client by PredPol for the Services as described in the Statement of Work.

L) "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the duration of the Initial Services Term as set forth in the Statement of Work.

M) "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

N) "RMS" means Records Management System database, an agency-wide system that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations.

O) "Service Commencement Date" is the date upon which PredPol makes the Services available to Client. This date will follow receipt of the year one payment and is dependent upon Client taking the necessary steps as defined in this Agreement and the Statement of Work to enable PredPol to setup the Services.

P) "Services" means the applicable PredPol product or service, as described in this Agreement or the Statement of Work.

Q) "Services Term" means the applicable Initial Services Term and all renewal terms for the applicable Services as set out in the Statement of Work.

R) "Statement of Work" means one or more fully-executed statements containing the terms and conditions for the provision of Services to or for the benefit of a specific Client.

S) "Subscription Terms" means the order document reflecting the financial terms of the subscription, including: (i) the Services being ordered; (ii) Fees; and (iii) Initial Services Term.

T) "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

U) "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the Services Term or (ii) termination date of the Agreement (or Statement of Work) as set forth herein.

2. Product and Payment.

Product. In consideration of the pricing and other obligations described herein, Client shall receive PredPol Services that are focused on crime predictions by shift, day, and location, including, but not necessarily related to, property crime, assault, and robbery.

Client shall receive PredPol Services for the Services Term set forth in the Statement of Work, executed by the Parties and attached hereto. The Subscription Terms, including the Fees that Client agrees to pay for PredPol Services, are as described in the Statement of Work.

A) ***Payment*** The first payment is due thirty days after this Agreement is executed. The Client will be invoiced annually after the first payment. Fees for orders where PredPol issues an invoice are due upon Client's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice. Payments shall be made in U.S. Dollars by either wire transfer or check.

B) ***Commencement of Service.*** The Service Commencement Date is the date upon which PredPol makes the Services available to Client. This date will follow receipt of the Year One payment and depends on the Client taking the necessary steps as defined in the Statement of Work to enable PredPol to set up the Services.

C) ***Invoices.*** Each year PredPol shall furnish to Client an original invoice for all services to be delivered in an upcoming contract year. The first invoice shall be issuable upon full execution of this Agreement. Client will make all required payments to PredPol within thirty (30) days of receipt of PredPol's invoice.

D) ***Revising Rates.*** Rates may not be changed during the Initial Services Term of this Agreement without consent of both Parties. Following the end of the Initial Services Term, PredPol may revise its rates by providing Client written notice (which may be by email) at least thirty days prior to the effective date of the revision.

E) ***Delinquent Payments.*** Delinquent payments shall bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by PredPol in collecting such delinquent amounts except where such delinquent amounts are due to PredPol's billing inaccuracies.

3. Term

A) ***Term.*** This Agreement will remain in effect for the Term as laid out in the Statement of Work, as attached hereto as Ex. A, and incorporated herein

B) ***Renewal.*** The renewal process is laid out in the Statement of Work.

4. Services.

A) ***License to Use.*** Client shall be licensed and authorized to use the Services as provided as a SaaS (software as a service). The license is non-transferable, non-assignable and non-exclusive.

B) ***Facilities and Data Transfer.*** Facilities used to store and process Client data will adhere to security standards no less protective than the standards used for PredPol's own information and shall be compliant with applicable laws.

C) ***Modifications to the Services.*** PredPol may make commercially reasonable changes to the Services. If PredPol materially changes the Services, PredPol will inform Client in writing.

D) ***Retention.*** PredPol will have no obligation to retain archived Client data.

5. **Additional Client Obligations.**

Client agrees to provide the information and take the steps requested by PredPol to facilitate setup and implementation of the Services.

A) ***License to Use Client Data.*** Client understands and agrees that Client is solely responsibility for ensuring it has all rights in or to the Crime Data as necessary to upload the Crime Data to the System as provided for without violation of any laws, regulations or guidelines, or any privacy or property rights of any third parties. In connection with such Data, Client hereby represents and warrants that:

(i) Client owns, or otherwise has the necessary licenses, rights, consents, and permissions under all intellectual property and/or proprietary rights in Crime Data to enable inclusion and use of the Crime Data by PredPol and its agents in the manner permitted by this Agreement.

(ii) PredPol's receipt and/or storage of such Data on the System pursuant to this Agreement, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law, regulation or guideline.

(iii) Client retains ownership at all times of the Application Data, provided that Client hereby grants to PredPol and its agents the right to use, store, reproduce, and otherwise possess and utilize the Application Data in connection with and as reasonably necessary for PredPol to provide the Services to Client hereunder, and to disclose Crime Data to its officers, employees, agents, consultants, contractors and representatives for the purposes of performing Services for the Client.

B) ***Additional Obligations.*** The Client also agrees to: a) Support testing of new features/tools; b) Contribute to requested case studies; and c) Provide user feedback.

a. Client shall (i) obtain access to the Internet at Client's expense from a provider selected by Client so that Client can communicate with the System, (ii) select, obtain and maintain all equipment necessary to permit Client to communicate with the Web based interfaces of the Software. PredPol will have no obligations with respect to any hardware, software, or services chosen and/or used by Client to access the Client Installation. PrePol will not have any liability if Client is unable to access or utilize the Client Installation due to a fault or failure in any such hardware, software and/or services.
b. Client shall provide access for the Data Pipe to the Client's server which houses applicable crime data. Client shall ensure their server is running at all times and communicate any pertinent changes to their server or database to PredPol in a timely manner.

*C) **Compliance**.* Client will use the Services in accordance with this Agreement, the Statement of Work and all applicable laws.

*D) **Login IDs and Passwords:*** Client is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its End Users.

*E) **Client Administration of the Services.*** Client may specify one or more Administrators with the rights to administer the End User Accounts. Client is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating individuals authorized to access the Admin Account(s); and (c) ensuring activities that occur in connection with the Admin Account(s) comply with this Agreement. Client agrees that PredPol's responsibilities do not extend to Client's internal management or administration of the Services.

*F) **Unauthorized Use**.* Client will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Client will promptly notify PredPol of any unauthorized use of or access to the Services of which it becomes aware.

*G) **Restrictions on Use.*** Unless PredPol specifically agrees in writing, Client will not, and will use commercially reasonable efforts to make sure a third party does not: (i) intentionally store or send software viruses, worms, Trojan horses or other harmful computer code, files, scripts or programs; (ii) modify any software programs on the System; (iii) use any programs on the System other than the Application as installed and maintained by PredPol; (iv) access the System in any manner other than via the Software's Web based administrative, user and mobile interfaces; (v) remove, circumvent, disable, damage or otherwise interfere with any security-related features of the System, or features that enforce limitations on the use of the System; (vi) attempt to gain unauthorized access to the System, or any part of it, other accounts, computer systems or networks connected to the System through hacking, password mining or any other means; (vii) assign, sell, resell, rent, lease, distribute, delegate or otherwise transfer any rights or obligations under or in connection with this Agreement or the System; (viii) use the System, or sell access to the System, on a time-sharing, service bureau,

application service provider, or similar basis; (ix) reverse engineer, decompile, reverse compile, disassemble, or reverse assemble, any aspect or element of the System, or attempt to do so, except if and to the extent permitted by relevant law applicable to Client; (xi) take any action the intent or likely result of which would be to reveal or reconstruct all or any portion of the design of the System; (xii) use the System in a manner that violates any applicable law; (xv) use the facilities or capabilities of the System to conduct any business or activity or solicit the performance of any activity which is prohibited by law; or (xvi) upload into the System, or cause or permit the System to store, copy, process, communicate, distribute or publish, any data, information or materials (including without limitation, the Application Data) to the extent that so doing actually, or allegedly, (a) creates any liability for, or imposes any obligations upon, PredPol (b) violates any legal requirement, violates any rights of any person or entity or violates any duty to any person or entity, (c) damages any person or entity, (d) would be abusive, profane or sexually offensive to a reasonable person as judged by PredPol, (e) infringes, misappropriates or violates any intellectual property right or any personal right of any person or entity anywhere at any time, including, but not limited to, rights arising out of, or related to, copyright, patent, trade secret, trademark, service mark, privacy and publicity or (f) gives rise to any claims by any person or entity anywhere at any time for slander, liable, false light, invasion of privacy, unfair competition or misappropriation.

H) Third Party Requests. Client is responsible for responding to Third Party Requests. PredPol will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Client of its receipt of a Third Party Request; (b) comply with Client's reasonable requests regarding Client's efforts to respond to a Third Party Request; and (c) provide Client with the information or tools required for Client to respond to the Third Party Request. Client will first seek to obtain the information required to respond to the Third Party Request on its own and will contact PredPol only if it cannot reasonably obtain such information.

6. Technical Support Services.

A) By Client. Client will, at its own expense, respond to questions and complaints from End Users or third parties. Client will use commercially reasonable efforts to resolve support issues before escalating them to PredPol.

a. Should Client need to escalate the issue to PredPol, contact will be made in accordance with Notices, section 15(b).

B) By PredPol. PredPol will provide the support necessary to resolve Client's issue, to the extent reasonably practicable in PredPol's discretion and in accordance with PredPol's standard Support & Maintenance Program, a copy of which is attached.

7. Suspension Of End User Accounts by PredPol.

If PredPol becomes aware of an End User's violation of the Agreement, PredPol may request that Client suspend the applicable End User Account. If Client fails to comply with PredPol's request,

PredPol may suspend the End User Account. The suspension will continue until the applicable End User has cured the breach.

A) ***Emergency Security Issues.*** If there is an emergency security issue (determined solely in PredPol's reasonable business judgment), PredPol may automatically suspend the offending use. Suspension will be to the extent and duration required to prevent or terminate the emergency security issue. If PredPol suspends an End User Account without prior notice to Client, at Client's request, PredPol will provide Client the reason for the suspension.

8. Confidential Information.

A) ***Asset of PredPol.*** Client acknowledges and agrees that the System constitutes a valuable, proprietary and confidential asset of PredPol and its licensors, successors and assigns

B) ***Obligations.*** Each party will: (a) protect the other party's confidential information with the same standard of care it uses to protect its own; and (b) not disclose confidential information except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Confidential information may only be used to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for the actions of its affiliates' employees.

C) ***Required Disclosure.*** Each party may disclose the other party's confidential information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

9. Intellectual Property Rights; Brand Features.

A) ***Intellectual Property Rights.*** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content, brand features or intellectual property. Client grants to PredPol a non-exclusive license to use Client's Data for PredPol's legitimate business purposes, including providing products and services to law enforcement agencies.

10. Disclaimers.

A) ***Disclaimers.*** TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN; (i). PREDPOL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES; AND (ii) THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. PREDPOL AND ITS SUPPLIERS DO NOT GUARANTEE

OR WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

B) **Warranty.** PredPol warrants all work performed or services rendered under the Agreement to be of good quality and free from any defective or faulty material and workmanship.

11. Termination.

A) ***Termination for Breach.*** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or is subject to insolvency proceedings that are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

B) ***Effects of Termination.*** If this Agreement terminates, upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

12. Indemnification.

A) ***By Client.*** Client will indemnify, defend, and hold harmless PredPol from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Client Data; or (ii) regarding Client's use of the Services in violation of this Agreement or applicable law.

B) ***By PredPol.*** PredPol will defend and hold harmless Client against any third party claim that the Services infringe or misappropriate the intellectual property of a third party ("Infringement Claim"), and indemnify Client from all resulting costs and damages actually awarded against Client to the third party making such Infringement Claim by a court of competent jurisdiction or agreed to in settlement. PredPol will have no obligations or liability under this Section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, and (ii) any content, information or data provided by Client, End Users or other third parties.

C) ***General.*** The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; (c) the other party reasonably cooperates with requests for assistance; and (b) the other party may join in the

defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. Possible Infringement.

A) ***Repair, Replace, or Modify.*** If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Client, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; **or** (c) modify the Services so that they no longer infringe.

B) ***Suspension or Termination.*** If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Client's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned Fees.

14. Limitation of Liability.

A) ***Limitation on Indirect Liability.*** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

B) ***Limitation on Amount of Liability.*** EXCEPT AS PROVIDED HEREIN, PREDPOL SHALL NOT BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CLIENT TO PREDPOL HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

C) ***Exceptions to Limitations.*** These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

15. Miscellaneous.

A) **Privacy Rights:** Without limiting any of the foregoing, Client hereby agrees to strictly comply with all laws, regulations and guidelines relating to the privacy rights of any individuals applicable to its use of the System, including, without limitation, personally identifiable information.

B) ***Notices.*** (a) All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier,

or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

i. ***Point of Contact, PredPol:*** *Mary Woodard*

ii. ***Point of Contact, Client:*** *Lance Eber, Crime Analyst*

C) Change of Control. Upon a change of control (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may terminate this Agreement any time between the change of control and thirty days after it receives the notice.

D) Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war, riot, labor condition, governmental action, and Internet disturbance) beyond the party's reasonable control; provided, that obligations that are purely financial in nature shall not be subject to this provision.

E) No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

F) Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

G) No Agency. The Parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

H) Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

I) Governing Law. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CRUZ COUNTY, CALIFORNIA. The Parties explicitly agree that no other laws, treaties or regulations shall control this Agreement.

J) Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

K) Survival. The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 10, 11.2, 12, 13, 14 and 15.

L) Entire Agreement. This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

*M) **Interpretation of Conflicting Terms.*** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Subscription Terms set forth in any separate quote prepared by PredPol, then the Agreement, and the terms located at any URL. If Client signs a physical agreement with PredPol to receive the Services, the physical agreement will override any online agreement.

*N) **Counterparts.*** The Parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

PREDPOL

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services.

DATED: June 24, 20 5

PredPol, Inc.:

By: Larry Samuels, CEO

DATED: _____, 20___

Entity _____:

_____

By:_____

APPROVED AS TO FORM:
Kelly C. Fincher
KELLY C. FINCHER
Chief Deputy City Attorney

PREDPOL

STATEMENT OF WORK **Ex. A**
PREDICTIVE POLICING DEPLOYMENT

Predictive Policing Software as a Service Subscription Agreement Between PredPol, Inc. and Merced ("Client")

❑ OVERVIEW

PredPol, the predictive policing company, provides command staff, crime analysts, and patrol officers with proven, accurate, easy to use predictions for where and when crime is most likely to occur. This includes property crime, drug crime, gun violence, gang activity, and traffic incidents. Used as an everyday policing tool and for special operations, predictions are generated for each shift and delivered on paper or to any internet-connected device. The predictions are shown on maps as 500 foot by 500 foot boxes, about the size of a large intersection, that officers patrol during their shift when not responding to calls for service or performing other duties.

Three types of crime data – type of crime, place of crime, and time of crime – are delivered through a secure Data Pipe from Client's RMS to the PredPol Service. Predictions are then generated and made available anytime a user logs in to the system.

❑ TERMS

1. Financial Parameters:

    a. Merced Police Dept will purchase three years of PredPol Predictive Service +GPS Dosage Feature at a cost of $44,700.00. PredPol will waive the $2,000 set up fee and CrimeWhere public crime mapping will be provided at no cost.

    b. There are no additional fees for training, no individual license fees, no need for new hardware or new hiring, and no limit on the number of Client users or prediction views.

2. Non-Financial Parameters: Client agrees to make reasonable efforts to support PredPol by doing the following during the term of this Agreement:

    a. Provide IT staff and services as needed during the initial setup of the Data Pipe;

    b. Deploy and utilize the PredPol tool according to PredPol's recommended best practices;

    c. Generally support the deployment of any new features/tools, including providing user feedback, as requested by PredPol;

EXHIBIT A

d. Provide access to relevant databases and shared databases to which Client has access, pursuant to all applicable laws and access agreements;

3. Initial Services Term & Renewal: This Agreement is for an Initial Services Term of three years with annual payments due according to the terms set forth herein. Renewal following the Initial Services Term will be determined by both Parties in writing sixty (60) days prior to the end of the Initial Services Term.

4. Term: This Agreement is effective when signed by both Parties and will terminate on the end of the Services Term

❑ SCOPE OF WORK

Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of the PredPol Services to support Client's efforts to suppress, deter, and reduce crime. The scope of work will include the following:

- Setup and integration of a secure Data Pipe from Client's RMS to PredPol Service. Data to be transferred is restricted to fields related to type of crime, place of crime, and time of crime.

- Provide electronic transfer of 500' x 500' predictive locations (latitude and longitude data) identified by PredPol to Client for electronic consumption by Client's computer systems.

- Access to historical crime mapping for crime types as defined and agreed with the Client.

- Provide access to the Radar tool that details hit scoring.

- Provide GPS Dosage tool which uses AVL data to track use of PredPol.

- A "train the trainers" session in operations and best practices. Training takes one hour. PredPol also provides client support and training materials online through the Support Portal.

- Full access to the Services by Client, including unlimited Client users, prediction views, and report generation.

- Provide online, and email support to Client for technical and operational use.

❑ DEPLOYMENT STEPS AND PROPOSED TIME SCHEDULE

Implementation of predictive policing for Client will include the following steps and proposed schedule:

- **Setup of the PredPol Services using Client's existing RMS database.**
  Timeline for setup is dependent upon availability of the Client's technician for installation of the Predpol data pipe. Once an agency provides initial data transfer and ensures the correct data mapping is in place, the PredPol system can be ready to generate predictions within two weeks.

- **Technical Implementation Steps.**
  Technical Implementation depends on Client IT resource availability. The steps are as follows:
  1. PredPol to conduct a kickoff meeting or conference call with appropriate Client staff (as identified by the Client) upon receiving signed Agreement.
  2. Client to complete an informational form.
  3. Upon form receipt, PredPol will send installation instructions to Client.
  4. Per instructions, the Client must complete the installation of Data Pipe and complete the online setup form. PredPol staff will be available for support as needed.
  5. Upon successful installation of Data Pipe and completion of setup form, PredPol will complete initial data processing. The PredPol Service will generally be available to Client within two weeks from the completion of this step. Successful completion of this step is contingent on the Client confirming that the data mapping is correct.

  The overall timeline for implementation depends on Client resource availability.

- **Electronic transfer of 500 square foot predictive locations (latitude and longitude data) identified by PredPol to Client.**
  Upon completion of technical implementation, Client will receive the URL and login information of their PredPol site via email for their review. Upon Client signoff, PredPol will work with Client to schedule training.

- **Training.**
  PredPol recommends a "train the trainers" approach for command staff, supervisors, and analysts once the system goes live. This provides a better understanding of the system and allows new officers to be trained as needed. Training takes one hour, including questions and answers. PredPol also provides online training materials and email support.

PREDPOL

PROPOSED PROJECT SCHEDULE	
Deliverable/Task	**Target Date**
Effective Date	Date of contract signature
Kickoff call	Within 7 days of Effective Date
Client completion of information form	Within 7 days of kickoff call
Installation of Data Pipe and completion of setup form	Within 30 days of Effective Date *
1st Payment in the amount $30,000	July 30, 2015
Service Commencement Date	2 weeks after installation of Data Pipe and completion of setup form *
Training	Within 14 days of Service Commencement Date
Remaining balance invoice	July 1, 2016
Remaining balance payment in the amount of $14,700	July 30, 2016

* These dates are dependent on Client's completion of Data Pipe installation and setup form.

ADMINISTRATIVE REPORT

Agenda Item **I.10.** Meeting Date: 7/20/2015

Report Prepared by: *Andre Matthews, Police Lieutenant, Police Department*
SUBJECT: Parking Enforcement on County Parking Lots

REPORT IN BRIEF
Agreement between the City of Merced and Merced County for parking enforcement services on county owned parking lots located within the jurisdiction of the City of Merced.

RECOMMENDATION
City Council/Parking Authority - Adopt a motion approving an agreement with the County of Merced for the Merced Police Department to provide parking enforcement services on all County owned parking lots within the jurisdiction of the City of Merced; and authorizing the City Manager to execute all necessary documents.

ALTERNATIVES
1. Approve, as recommended; or,

2. Approve, subject to other than recommended by Council; or,

3. Deny the request; or,

4. Refer back to staff for reconsideration of specific items as requested by Council; or,

5. Continue to a future Council meeting (date and time to be specified in the motion).

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
Not Applicable.

DISCUSSION
The County of Merced requested the City of Merced Police Department provide parking enforcement coverage on all County-owned parking lots within the jurisdictional boundaries of the City of Merced. A contract for the agreement between the City of Merced and Merced County has been prepared and approved by the City Attorney's Office. The contract sets the term of the agreement as five years for the city of Merced Police Department to provide parking enforcement on County-owned parking lots within the jurisdiction of the City of Merced Police Department. The agreement begins on the date

the contract is approved and entered into by both the City of Merced and Merced County.
The City will provide the citations, forms and will handle any matters related to appeals from citations issued under this agreement. The County of Merced shall be responsible for completing all appropriate posting, signing, and all curb markings as required as well as the maintenance thereof. The City shall be compensated for services by retaining all revenues generated by each citation issued. The agreement has been reviewed and approved as to form by the City Attorney and is acceptable to the Chief of Police.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed. The City of Merced is compensated by retaining all revenue generated by each citation issued.

ATTACHMENTS

1. Parking Enforcement Services Agreement.

AGREEMENT FOR PARKING ENFORCEMENT OF COUNTY PARKING LOTS

Merced County
Contract No. _____

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, 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 the County of Merced, a Political Subdivision of the State of California, whose address of record is 2222 M Street, Merced, California 95340, (hereinafter referred to as "County").

WHEREAS, County desires to have the City Police Department provide parking enforcement coverage on all County parking lots located within the jurisdiction of the City of Merced.

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

1. CITY RESPONSIBILITIES.

A. The City Police Department shall extend parking enforcement coverage on all County owned parking lots located within the jurisdiction of the City of Merced.

B. Parking patrol of the above-described parking lots shall be provided by the City through the City Police Department Parking Enforcement Division on an "as time permits basis."

C. All parking citations shall be written on City parking citation forms.

D. The City shall give the County at least sixty 60 days advance notice of any changes regarding its fee schedule.

2. COUNTY RESPONSIBILITIES.

A. County agrees to adopt an appropriate ordinance regulating parking on all County lots located within the jurisdiction of the City of Merced.

B. County shall be responsible for completing the appropriate posting, signing, and curb painting for parking control.

C. All on-going maintenance of the parking lots, postings, signings, and curb paintings shall be the responsibility of the County, at the County's sole expense.

3. COMPENSATION. The City shall be compensated by retaining all revenues generated by each citation issued.

4. TERM. This term of this Agreement shall begin on the date that the last party signs the agreement and shall continue for five years thereafter. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Nothing included in this Agreement voids any retroactive enforcement authority previously granted by the County to the City.

5. 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 ten (10) calendar days following deposit thereof in United States Mail.

Notices required to be given to City shall be addressed as follows:

City Clerk
City of Merced
678 W. 18th Street
Merced, CA 95340

with a copy to:
City Attorney
City of Merced
678 W. 18th Street
Merced, CA 95340

Notices required to be given to the County shall be addressed as follows:

County Executive Office
County of Merced
2222 M. Street
Merced, CA 95340

6. INDEMNIFICATION. The City shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all liability, expense, including defense cost, legal fees and claims for damages arising from or related to the City's intentional or negligent acts, errors, or omissions in the performance of this Agreement. The County shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all liability, expense, including defense cost, legal fees and claims for damages arising from or related to the County's intentional or negligent acts, errors, or omissions in the performance of this Agreement.

7. RELEASE OF COUNTY. Except for instances involving a breach by County of its obligations under this agreement, City hereby releases, remises, acquits and forever discharges County, its employees, agents, attorneys, and other representatives (collectively the "Released Parties") from and against any and all claims for compensation pertaining, directly or indirectly, to the parking enforcement coverage on all County parking lots located within the jurisdiction of the City of Merced.

8. SEVERABILITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. AUTHORITY AND EXECUTION. This Agreement shall have no force or effect unless and until the County Board of Supervisors has granted its approval, which approval shall be obtained prior to County's execution of this Agreement.

11. ENTIRE AGREEMENT. This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with the respect to the parking enforcement coverage on all County parking lots located

within the jurisdiction of the City of Merced. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both City and County.

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:
CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kan Nagel 6/17/15
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

COUNTY OF MERCED
A Political Subdivision of the State of California

BY: _____

Chair of Merced County Board of Supervisors

Attest:

_____
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM
JAMES N. FINCHER

By: _____

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.11.** Meeting Date: 7/20/2015

Report Prepared by: *Faye S. Law, Accountant II*

SUBJECT: Fahren's Park Assessment District Bond Call

REPORT IN BRIEF
Consider approving Fahren's Park Assessment District early Bond Call.

RECOMMENDATION
City Council - Adopt a motion approving Fahren's Park Assessment District Early Bond Call; and, authorizing the Finance Officer to make the necessary budget adjustments.

ALTERNATIVES
1. Approve as recommended; or,

2. Refer back to staff for further study; or,

3. Deny; or,

4. Take no action.

AUTHORITY
Section 1105 of the City of Merced Charter

CITY COUNCIL PRIORITIES
Fiscal Administration

DISCUSSION
On November 16, 1998 there was a Development Agreement executed between the City of Merced and Fahren's Park, LP (Dunmore Homes). Pursuant to section 3.06 of the Development agreement, the developer is entitled to reimbursement from Public Facility Financing Plan fees for certain regional Public Improvements required to be installed as part of the development. These Public Improvements included: 1) Yosemite Avenue paving from Fahren's Creek to Highway 59; 2) Yosemite Avenue Bridge over Fahren's Creek; and 3) Yosemite Avenue bike undercrossing.

Developer, Fahren's Park, LP (Dunmore Homes), filed a petition with the City and the City instituted and proceeded under the Municipal Improvement Act of 1913 for the formation of a special

assessment district known as the Fahren's Park Specific Plan Assessment District. On February 20, 2002 Fahren's Park Specific Plan Assessment District 2002 Limited Obligation Improvement Bonds were issued in the amount of $5,914,453 to finance the Public Improvements.

Since the above Public Improvements were originally funded by bond proceeds and Fahren's Park, LP (Dunmore Homes) dissolved due to insolvency, the reimbursable amount totaling $276,274 should be refunded to the Assessment District to be used to pay down the principal of the bond.

IMPACT ON CITY RESOURCES

According to the official bond statement, bond calls are done in denominations of $5,000 or any integral multiple thereof. Therefore, $270,000 will be used to pay down the principal of the bond. As a result of this early bond call each parcel in the assessment district will realize annual savings which will be determined when the bond call process is complete.

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **I.12.** Meeting Date: 7/20/2015

Report Prepared by: *John Bramble, City Manager*

SUBJECT: Supplemental Appropriation from General Fund, FY 14/15 Fund Balance for Contract City Attorney Services

REPORT IN BRIEF
A supplemental appropriation is required to reimburse Best, Best, & Krieger, Attorneys at Law for services rendered.

RECOMMENDATION
City Council - Adopt a motion authorizing a supplemental appropriation from the General Fund, FY 14/15 Fund Balance to Account 001-0301-512.17-00 (Professional Services) in the amount of $7,973.90 to reimburse Best, Best, & Krieger, Attorneys at Law for services rendered and not anticipated in the original contract.

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 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
Charter of the City of Merced, Article XI Fiscal Administration, Section 1105 Budget - Appropriations, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by the affirmative vote of at least five members.

CITY COUNCIL PRIORITIES
As provided for in the 2014-15 Adopted Budget.

DISCUSSION

The City Council retained the law firm of Best, Best, & Krieger (BB&K) to provide services as the City Attorney after the resignation of prior City Attorney, Gregory Diaz. The original contract provided for services through the end of January 2015, however there were some issues which overlapped the appointment of Randolph Hom as City Attorney in February 2015 and were continued by BB&K with the knowledge and consent of City Manager John Bramble and Mr. Hom.

In addition to those services, at approximately the same time an extensive Public Records Act request was filed with the City which required extensive legal review. It was determined that BB&K was best suited to provide the necessary review.

As a result of the above, for services rendered, BB&K has invoiced the City a total of $7,973.90. $4,079.00 for completion of general services BB&K started and was requested to complete and $3,894.90 for services related to the Public Records Act request.

IMPACT ON CITY RESOURCES

FY 14/15 Ending Fund Balance will be reduced by the amount necessary to pay BB &K for services rendered in the performance of their duties.

ADMINISTRATIVE REPORT

Agenda Item **J.1.** Meeting Date: 7/20/2015

Report Prepared by: *Julie Nelson, Associate Planner, Planning Department*

SUBJECT: Public Hearing - General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46 for an approximately 6 acre portion of a 10.42 acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue

REPORT IN BRIEF

Request for City Council approval to change the General Plan, Specific Plan, and Site Utilization Plan designations for a portion of a parcel located at the southeast corner of Pacific Drive and Horizons Avenue to allow the future construction of an apartment complex.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2015-29**, A Resolution of the City Council of the City of Merced, California, approving a Mitigated Negative Declaration for General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46 and approving General Plan Amendment #14-04 and Revision #2 to the Fahrens Creek Specific Plan changing the land use designation from Low Density Residential (LD) to Village Residential (VR) for an approximately 6 acre portion of an approximately 10.42 acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue;

B. Introducing **Ordinance 2445**, an Ordinance of the City Council of the City of Merced, California, approving Site Utilization Plan Revision #4 to Planned Development (P-D) #46 changing the land use designation from Low Density Residential (LD) to Village Residential (VR) for an approximately 6 acre portion of an approximately 10.42 acre parcel generally located at the southeast corner of Pacific Drive and Horizons Avenue; and,

C. Approving the Developer Agreement and Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by the Planning Commission and staff; or,
2. Approve subject to modifications as conditioned by the City Council; or,
3. Deny; 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. Merced Municipal Code Section 20.42.080 grants the City Council authority to approve revisions to a Planned Development.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The applicant is requesting changes to the land use designations for a portion of a 10.42-acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue within Planned Development (P-D) #46 (Attachment 1). If approved, the applicant is proposing to construct an apartment complex on an approximately 5.9-acre portion of the parcel (Attachment 2). The parcel has a variety of land use designations according to the City's General Plan Land Use Diagram (Attachment 3). Approximately 4 acres of the parcel have a General Plan designation of Village Residential (VR), approximately 6.2 acres have a Low Density Residential (LD) designation, and approximately 0.22 acres have an Open Space/Parks designation. The Fahrens Creek Specific Plan and Site Utilization Plan for Planned Development #46 identify approximately 3.66 acres of the site as Village Residential and the remaining area as Low-Density Residential (Attachment 4). The proposed apartment complex would be marketed to students attending UC Merced, but could also be rented to the general public. The table below describes the existing land use designation and the requested changes.

Requested Changes

Plan	Area	Existing Designation	Proposed Designation
General Plan	6.2 acres (+/-)	Low Density Residential (LD)	Village Residential (VR)
Fahrens Creek Specific Plan	6.76 acres (+/-)	Low Density Residential (LD)	Village Residential (VR)
Site Utilization Plan for Planned Development (PD) #46	6.76 acres (+/-)	Low Density Residential (LD)	Village Residential (VR)

If the General Plan Amendment Specific Plan Revision, and Site Utilization Plan Revision are approved, the developer would apply for a Conditional Use Permit to approve the construction of the apartment complex. Because a portion of the site is located within a floodway (details provided below), the applicant is considering two options for construction. Option #1 would include a 136-unit apartment complex, the required parking, an office/lounge building, and a swimming pool (Attachment 2). With this option, the apartment complex would have a total of 17 buildings with 8 units each (4 units downstairs and 4 units upstairs). Covered parking would be provided for all units.

In this option, a portion of the parking area would be in the floodway. This would be allowed with proper documentation (details provided below).

Option #2 reduces the number of units to 104 with a total of 13 buildings (Attachment 5). The parking, office/lounge building, and pool would remain. This option moves all structures and parking out of the floodway. The applicant would determine prior to submitting a Conditional Use Permit application which option they prefer.

The project site is located within close proximity to property designated for commercial development (Attachment 1) and is across the street from the Compass Pointe Apartments which should be under construction within the next few months. The Compass Pointe Apartments are required to install a bus stop along their property frontage on Horizons Drive. This bus stop could also be utilized by this proposed development.

Traffic/Circulation

The act of changing the land use designations as requested would not affect the traffic or circulation in the area. However, staff did an analysis for the 136-unit apartment project to provide an idea of how traffic might be affected. A comparison of the project to the maximum density allowed under the current land use designations revealed that the project would generate less traffic than the maximum density currently allowed. More information on the trip generation is provided on Page 7 of the Planning Commission Staff Report at Attachment 13.

The level of service (LOS) for the major roads in the area (R Street, Yosemite Avenue, and North Highway 59) was also reviewed. Although R Street is expected to drop below the acceptable LOS of D or better at General Plan Buildout, it would not be due to this project. North Highway 59 currently operates at an LOS F, but this project would not generate enough traffic to cause a significant increase in the traffic on North Highway 59.

Floodway

Approximately 4.5 acres of the site have been designated as a “floodway” on the Flood Insurance Rate Map (FIRM) making it undevelopable for structures (Attachment 6). Therefore, the project area only encompasses approximately 5.9 acres. A small portion of the parking area with site plan Option #1 would encroach into the floodway. This could be allowed if proper documentation is provided and approved per Merced Municipal Code Section 17.48.190 (Attachment 7).

Deletion of Condition #18 of Planning Commission Resolution #2675

This property was part of an annexation that consisted of 273.6 acres. At the time of annexation, the Fahrens Creek Specific Plan and the establishment of Planned Development (P-D) #46 were also approved. One of the conditions placed on development at that time included Condition #18 of Planning Commission Resolution #2675 as follows (Attachment 8):

18) No approvals will be adopted or permits issued by the City of Merced, for actual construction on the portion of the Fahrens Creek Specific Plan depicted on Attachment 3* and Exhibit 1*, as further described as that portion outlined by heavy dashed line, until authorization has been received from, or a waiver acceptable to the City has been granted by, the U.S. Army Corps of Engineers (the “Corps”) regarding flood control measures to be taken to comply with that portion of the Merced Streams Group Project located within the Fahrens Creek Specific Plan. If the Corps does not authorize construction in that portion of the property, or grant a

satisfactory waiver by December 31, 2005, the applicant may request review of this condition by the City Planning Commission to determine whether, at that time, an extension of this condition is necessary or advisable (*Attachment 3 to City Manager Administrative Report on Fahrens Creek Specific Plan Adoption, dated December 10, 2001; and Planning Commission/City Council Exhibit 1: Fahrens Creek Specific Plan).

Currently there is no approved plan, alignment, or concept for a flood channel, and channelization is not considered to be feasible at this time. Therefore, staff is recommending that the previously approved Condition #18 from Planning Commission Resolution #2675 be deleted.

Land Use/Density Issues

The project site currently has three land use designations: Village Residential, Low Density Residential, and Open Space/Park. The proposal is a request to change the site (excluding the area designated as Open Space/Park - approximately 0.22 acres) to Village Residential. If approved, 10.2 acres would be available to develop multi-family residential units. The proposed 136-unit apartment complex would equal a density of 13 units per acre. The applicant is requesting a Village Residential (VR) land use designation which allows 7 to 30 units per acre for a minimum average of 10 dwelling units per acre.

Currently, approximately 6.2 acres of the site is designated for Low Density Residential (LD). This land use designation would allow 2 to 6 dwelling units per acre. As such, under the current LD designation, a maximum of 37 units would be allowed on this portion of the site.

Approximately 4 acres of the site are already designated for Village Residential. Based on the maximum density allowed (30 units/acre), 120 units could be allowed on this 4-acre portion of the site.

Based on the above information, the maximum density for the site could be 157 units. The proposed project would construct 136 units which is within the density allowed for Village Residential (VR).

It should also be noted that because of the awkward shape of this parcel, “a reverse L,” it would be difficult to develop the site with a traditional single-family development. Its proximity to future commercial development also makes it desirable for multi-family development. For these reasons, staff is recommending approval of the change in land use.

Environmental Clearance

The Planning staff has conducted an environmental review (Initial Study #14-26) 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 #14-26) is being recommended (Attachment 9).

Planning Commission Action

On May 20, 2015, the Planning Commission held a duly noticed public hearing and considered this request. Prior to the meeting, two letters were received in opposition to the request (Attachments 10 and 11). During the public hearing, one person spoke in favor of the project. No one spoke in opposition. The Planning Commission voted 5-0-2 (1 absence and 1 vacancy) to recommend that the City Council approve General Plan Amendment #14-04, Revision #2 to the Fahrens Creek

Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46 subject to the conditions in Planning Commission Resolution #3050 (Attachment 12). A copy of the Planning Commission Staff Report may be found at Attachment 13 and an excerpt from the Planning Commission minutes may be found at Attachment 14.

Recommendation

The Planning Commission and staff recommend approval of General Plan Amendment #14-04 and Revision #2 to the Fahrens Creek Specific Plan in accordance with the Draft Resolution found at Attachment 15 and approval of the Site Utilization Plan Revision #4 to Planned Development (P-D) #46 by introducing the Ordinance at Attachment 16. It is also recommended the City Manager be authorized to execute the Developer Agreement found at Attachment 17.

IMPACT ON CITY RESOURCES

If approved, this project would be required to annex into the Community Facilities District 2003-2 (Services) which would help fund police and fire services and maintenance of public infrastructure and landscaping (Condition #9 of Planning Commission Resolution #3050). No appropriation of funds is needed.

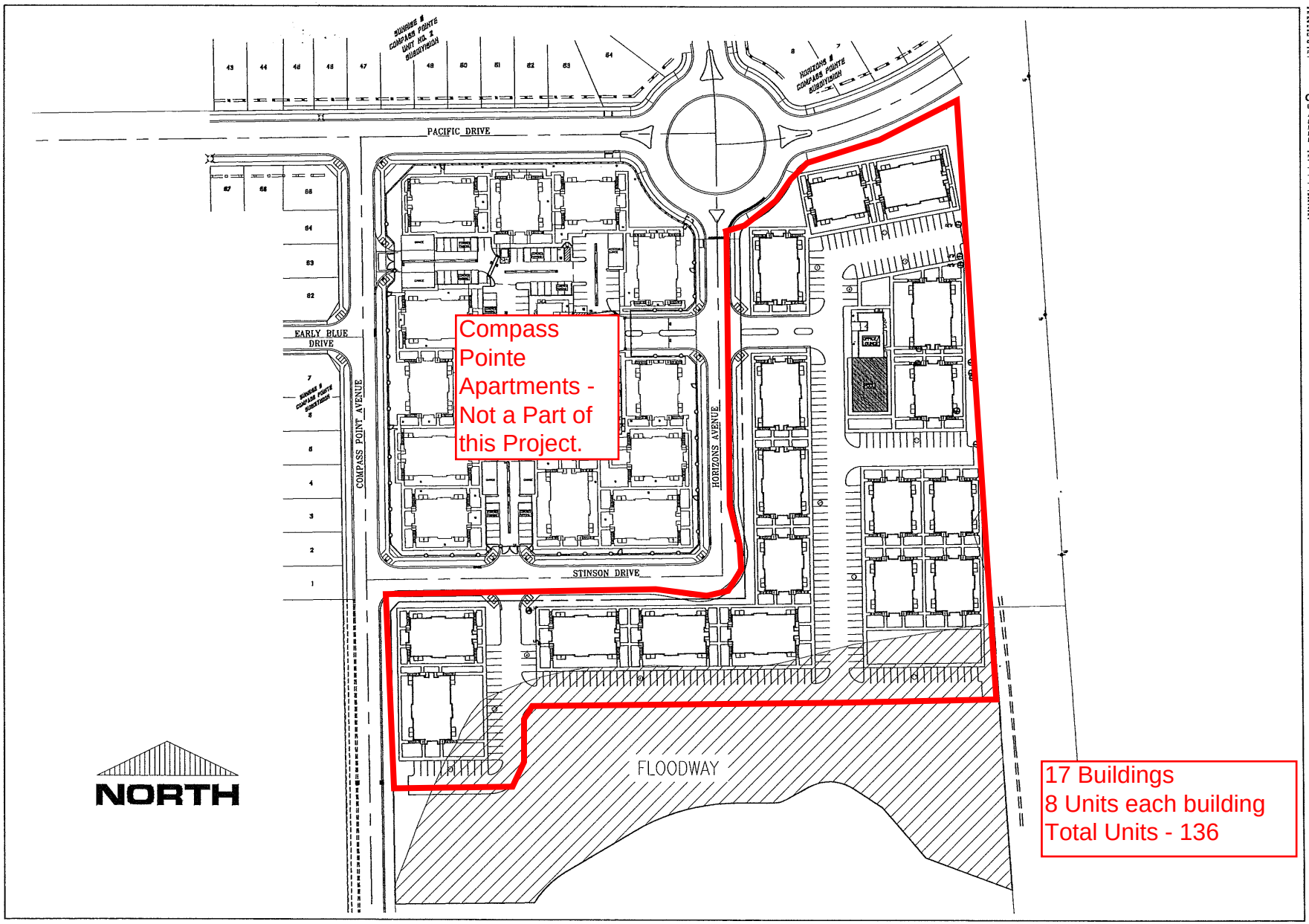
ATTACHMENTS

1. Location Map
2. Site Plan - Option #1
3. General Plan Land Use Diagram
4. Fahrens Creek Specific Plan/Site Utilization Plan Map
5. Site Plan - Option #2
6. Flood Map
7. Merced Municipal Code Section 17.48.190
8. Planning Commission Resolution #2675 (with proposed amendment)
9. Initial Study #14-26
10. Letter from Keith Tetangco
11. Letter from Joan Porter
12. Planning Commission Resolution #3050
13. Planning Commission Staff Report #15-05 - 3rd Addendum
14. Planning Commission Minutes Excerpt
15. Draft City Council Resolution
16. Draft Ordinance
17. Developer Agreement

ATTACHMENT 1

ATTACHMENT 2

SITE PLAN OPTION #1



GOLDEN VALLEY
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405 West 19th Street 95340
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Fax: (209) 722-3254

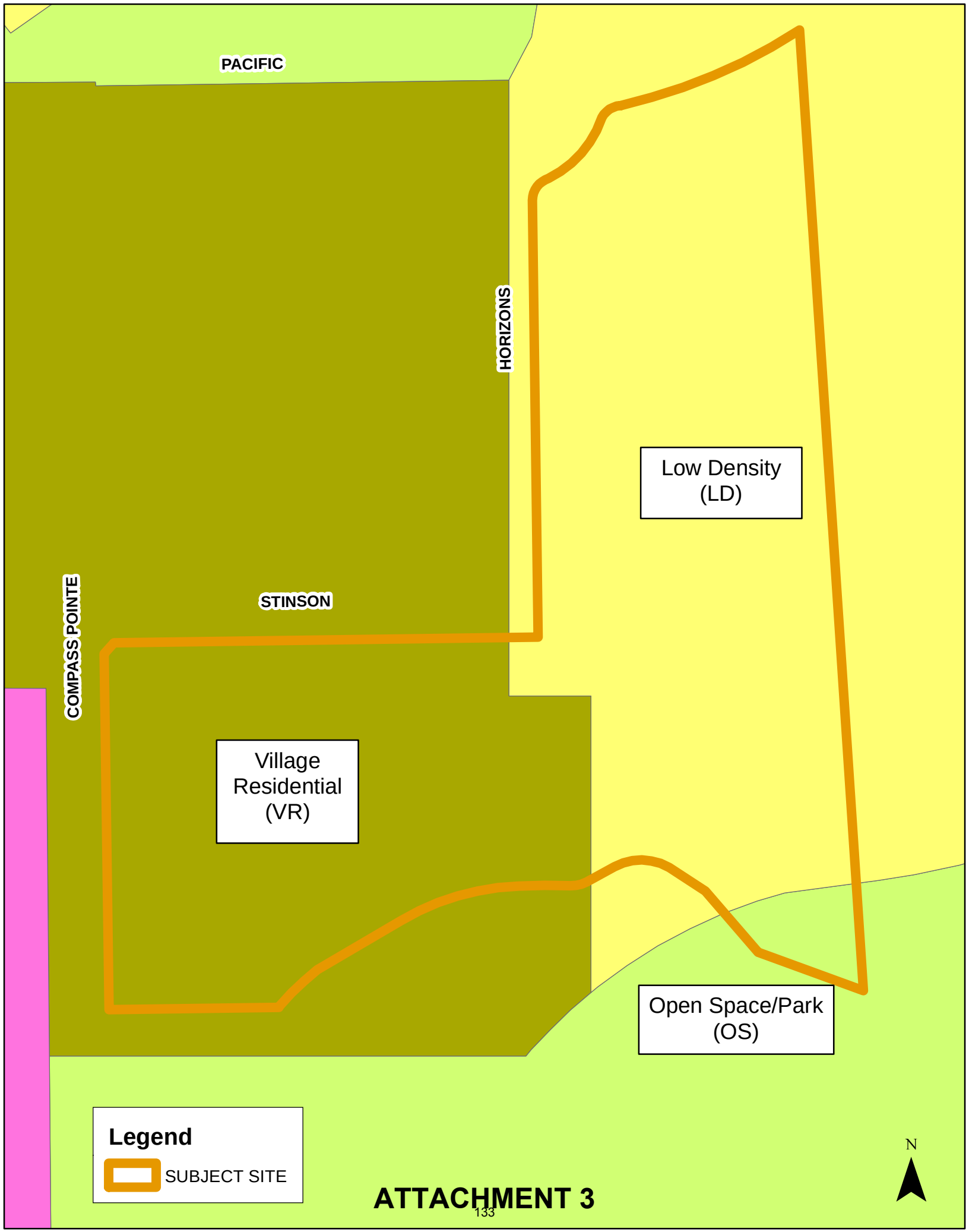
SITE PLAN
APARTMENT COMPLEX
APN: 206-070-006
CITY OF MERCED
CALIFORNIA

SHEET CONTENTS
SITEPLAN

PREPARED FOR
STEINER DEVELOPMENT
554 E. BELLEVUE ROAD, SUITE B
ATWATER, CA 95301
209-070-006

PROJECT DATA
Date: AUGUST 2014
Checked By: JX
Drawn By: KLF
Job No.: 14096

SHEET NUMBER
C1.0

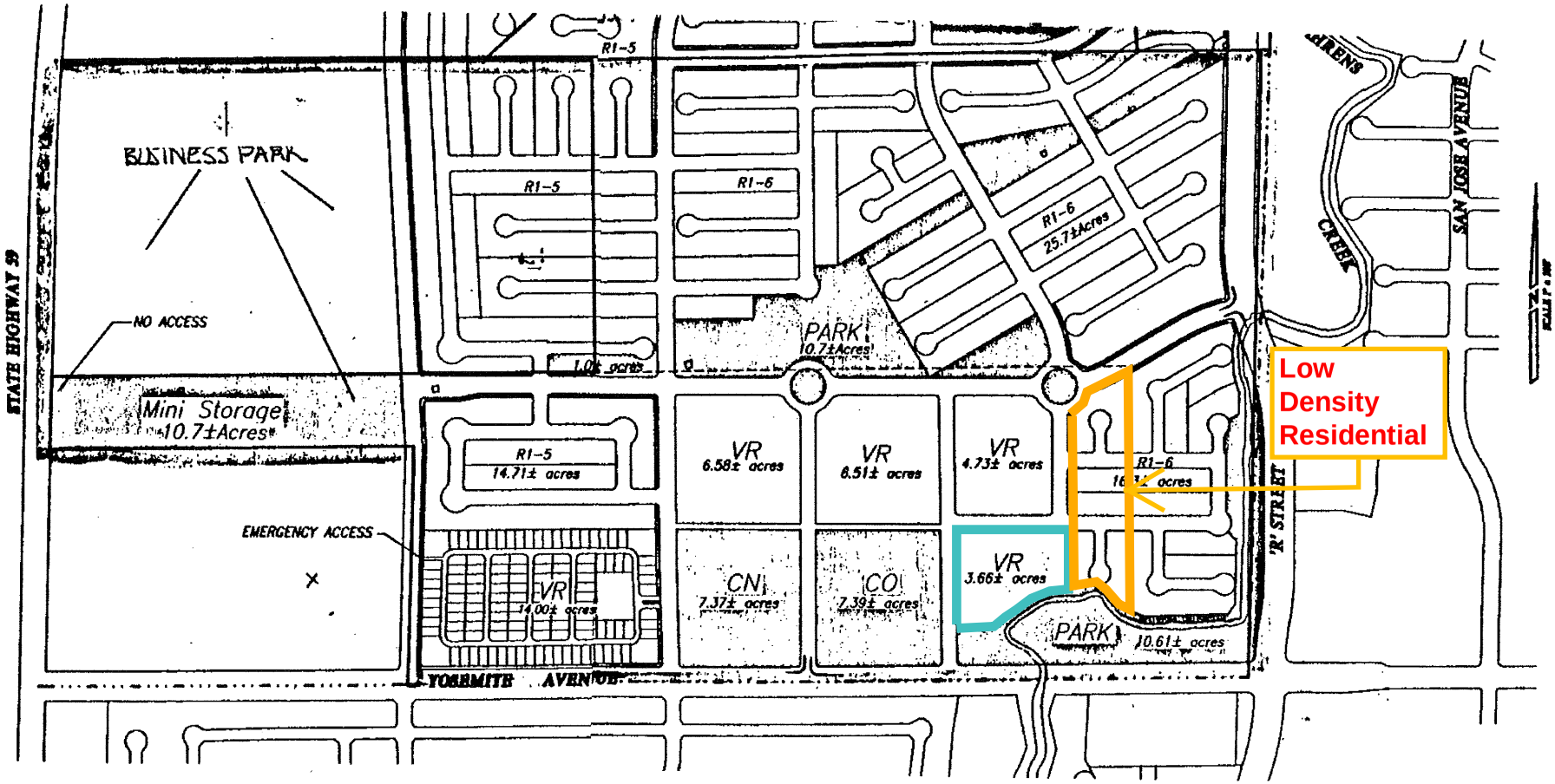


ATTACHMENT 3

ATTACHMENT 4

FAHRENS CREEK SPECIFIC PLAN MAP

SITE UTILIZATION PLAN FOR PLANNED DEVELOPMENT (P-D) #46

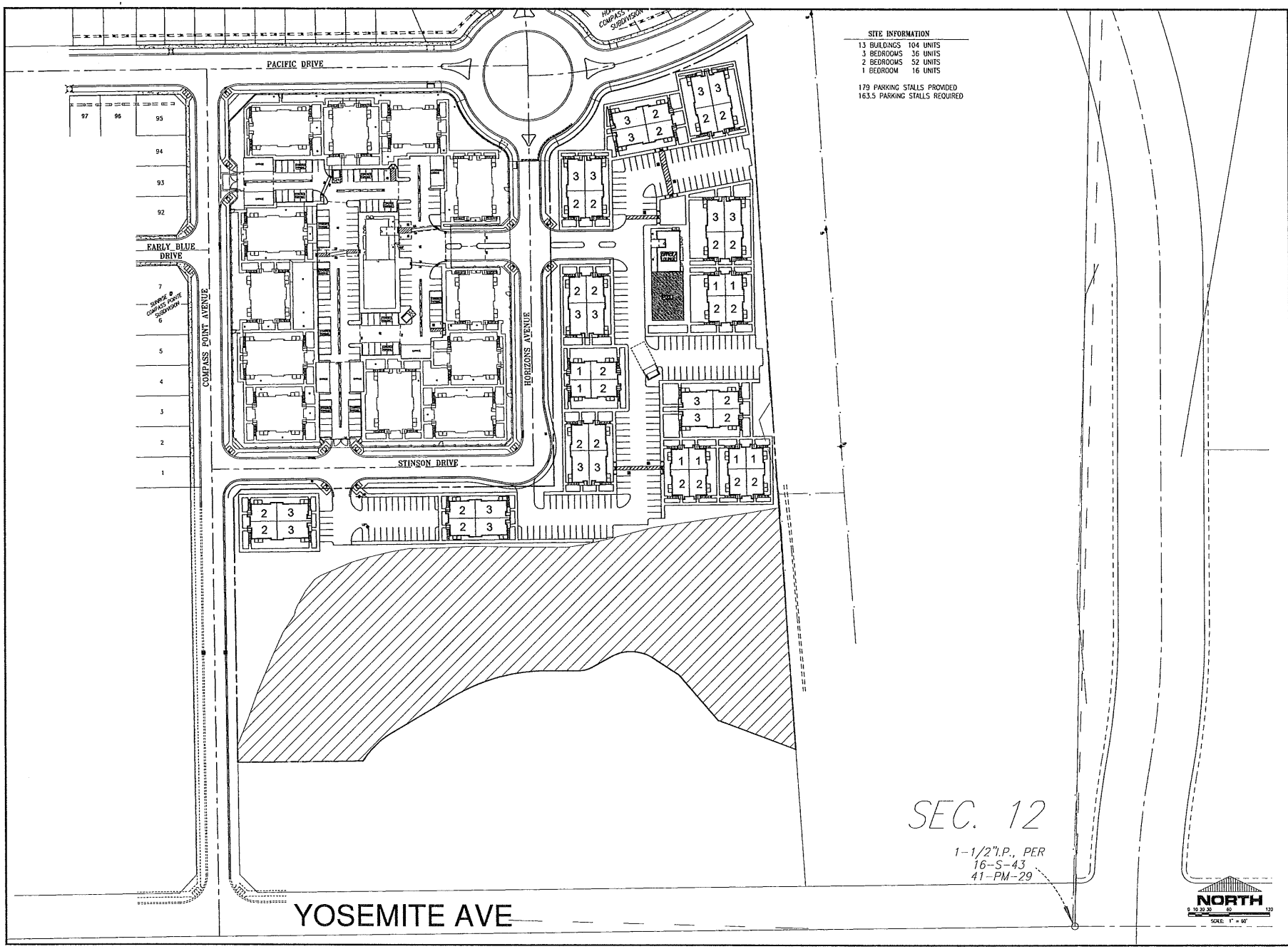


PLANNED DEVELOPMENT DESIGNATIONS:

VR = VILLAGE RESIDENTIAL
CO = PROFESSIONAL, ADMINISTRATIVE & COMMERCIAL OFFICE
CN = NEIGHBORHOOD COMMERCIAL
R-1-6/R-1-5 SINGLE FAMILY RESIDENTIAL

FAHRENS CREEK SPECIFIC PLAN

ATTACHMENT 5



SITE INFORMATION

13 BUILDINGS 104 UNITS
3 BEDROOMS 36 UNITS
2 BEDROOMS 52 UNITS
1 BEDROOM 16 UNITS

179 PARKING STALLS PROVIDED
163.5 PARKING STALLS REQUIRED

These drawings are instruments of service and are the property of Golden Valley Engineering & Surveying, Inc. All designs and other information on these drawings are for use on the specified project and shall not be used otherwise without the express written permission of Golden Valley Engineering & Surveying, Inc.

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PREPARED BY

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Ph.: (209) 722-3200
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No.	Date	Description

CALIFORNIA

SITE PLAN

APARTMENT COMPLEX

APN: 206-070-006

CITY OF MERCED

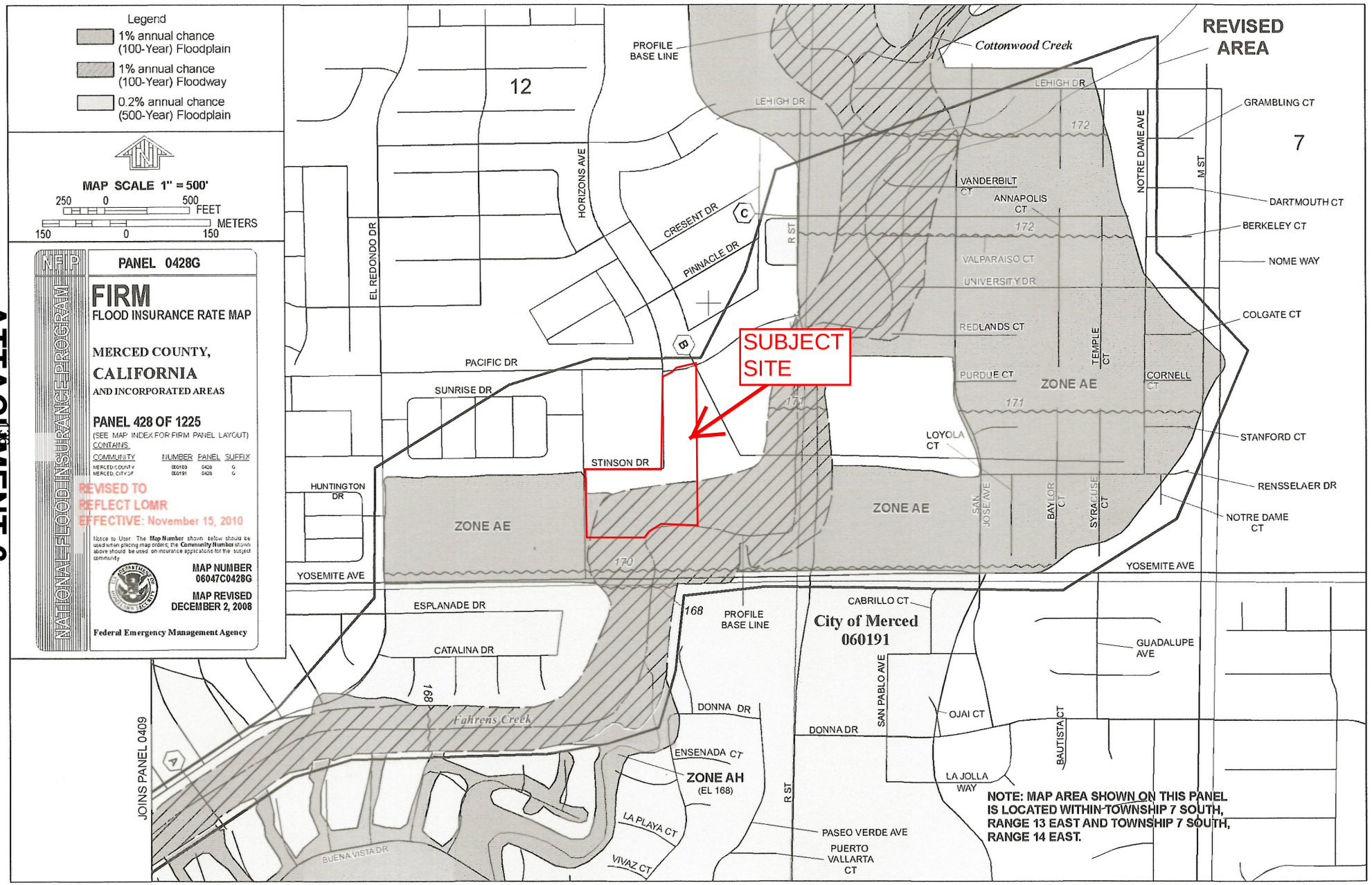
SHEET CONTENTS
SITE PLAN

PREPARED FOR
STEINER DEVELOPMENT
341 BUSINESS PARKWAY
ATWATER, CA 95301
209-722-6400

PROJECT DATA
Date: MARCH 2015
Checked By: JX
Drawn By: KLF
Job No.: 14096

SHEET NUMBER
C1.0

ATTACHMENT 6



17.48.190 - Floodways.

Located within areas of special flood hazard established in Section 17.48.060 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Prohibit encroachments, including fill, new construction, substantial improvement, and other new development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

B. All new construction, substantial improvement and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 17.48.140 through 17.48.190

(Ord. No. 2321, § 1, 11-17-2008)

Amended by City Council on July 20, 2015
Amended by Planning Commission on May 20, 2015
AMENDED by City Council 12-17-2001

CITY OF MERCED
Planning Commission

Resolution #2675

WHEREAS, the Merced City Planning Commission at its regular meeting of December 5, 2001, held a public hearing and considered **Annexation Application #00-03, Pre-Zone Application #00-03, General (including Specific) Plan Amendment #00-09, and Environmental Review #00-31**, initiated by O'Dell Engineering, agent for Morgan Capital, Mathew & Barbara Bruno, and Mary Genevieve Reinero, Trustee, property owners; and Golden Valley Engineering, agent for Doris Gonella and August & Lillian Dal Porto, property owners, for an approximate 273.6 acre portion of the Fahrens Creek Specific Plan Area, located generally west of "R" Street (extended) and north of Yosemite Avenue (extended); also known as Assessor's Parcel Numbers 057-160-30 and 31, 057-160-81 through 84 and 057-190-01 ; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through R of Staff Report #01-33; 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 hereby recommend to City Council adoption of a Mitigated Negative Declaration regarding Expanded Initial Study #00-31, subject to the mitigation measures outlined in Attachment A and the Mitigation Monitoring Program as seen in Appendix E of Expanded Initial Study #00-31; and approval of Annexation/Prezoning Application #00-03, General Plan Amendment (Specific Plan Establishment) #00-09, and Fahrens Creek Conceptual Specific Plan (Northern Half), subject to the following conditions:

1. Approval of the General Plan Amendment/Annexation/Prezoning is subject to the applicants entering into a written (development) 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 traffic impact fees, a Parsons Avenue impact fee, Mello-Roos, etc.; said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the Engineering Department.

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

4. The development of the project shall conform with an adopted Phasing Plan to be submitted by the applicants and adopted as part of this approval process. Due to the

potential long-range development of the project, changes in the phasing plan, consistent with City Codes, may be approved by the City's Director of Development Services (DDS), without need for review by the Planning Commission or City Council. Any decision of the DDS to change the adopted Phasing Plan may be appealed to the Planning Commission.

5. The project shall conform to all mitigation measures in Expanded Initial Study #00-31 for Fahrens Creek Annexation (Appendix E to Attachment E of Staff Report #01-33). This includes modification to two measures as follows: F-3: (eliminate the last sentence, pertaining to a possible noise study; a construction traffic plan approved by the City will provide sufficient mitigation); and N-1: The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.

6. Prior to City Council approval of the Fahrens Creek Annexation request, the applicants shall sign a waiver regarding Proposition 218 proceedings (Attachment F of Staff Report #01-33).

7. The proposed Fahrens Creek Specific Plan Master Design shall be modified as shown on the proposed plan (Attachment B) and Exhibit 1 of Staff Report #01-33; three copies of the Specific Plan, as ultimately approved, shall be provided to the City.

Amended – see Page 4

8. Adopted City of Merced ordinances shall be utilized to address densities, intensities, setbacks and heights, unless otherwise adapted as part of the planned development standards for this specific plan area. General architectural character and appearance will be at a design level consistent with Attachment C to this report (City of Merced Staff Report #01-33).

9. The Merced Village Design Guidelines shall be utilized for more detail on architectural features and design {Chapter 6: Urban Design (General Plan)}. The underlying zoning standards of the City of Merced ordinances consistent with each land use shall apply unless otherwise modified or exempted. Examples of acceptable building materials for single family homes include stucco, masonry, and architectural grade wood siding; roof material examples include tile, wood shake, and architectural composition shingles.

10. Village Residential (VR) areas will contain an average minimum gross density of 10 dwelling units per acre; this may involve a mix of small lot single-family, single family with ancillary carriage houses or other types of second units, townhouses, multiple-family units, etc., and may be supplemented by upper level residential within the Core Commercial Area. Acceptable building materials include stucco, masonry and architectural grade wood siding; examples of acceptable roofs materials include tile, wood shake and architectural composition shingles.

11. Building materials used in construction within the Village Center/Core commercial area should convey durability and permanence, be suited to Merced's climate, and to the greatest extent possible involve concrete, stucco, masonry, tile, stone and wood, with accents of tile and glass. Acceptable roof materials include tile, wood shake, standing seam metal, and architectural composition shingle.

12. No new, permanent access directly to Highway 59 will be allowed from any parcel within the annexation; over time, existing access to 59 from individual parcels will be subject to relocation at the direction of the City of Merced, when reasonable, alternative means of access becomes available to these parcels with construction of the future Reverse Frontage Road (RFR) to the east of them.

13. A six-foot high decorative, solid wall shall be constructed along the east side of the north-south collector located one-quarter mile east of and parallel to Highway 59, and designated a Reverse Frontage Road (RFR) Collector on the Fahrens Creek Specific Plan; this wall and any associated landscaping between the wall and the RFR shall be part of a maintenance district. Design details for the wall and landscape plan for adjacent common areas shall be required as part of any tentative subdivision map or conditional use permit approval process involving any of this frontage area.

14. Approval of the Annexation of those parcels located west of the designated Reverse Frontage Road (RFR) Collector, which are currently outside the North Merced Sewer District, is subject to: a) approval from the City Council for sewer services from the Sewer District; and b) respective property owners entering into agreements with the City of Merced to pay all sewer connection costs within their property, pursuant to Chapter 15.16 of the Merced Municipal Code.

15. City policy now anticipates the foreseeable requirement of stop signs at both the southeast and southwest corners of the school site (on Lehigh Drive extended). These will be the responsibility of the first developer through a final development approval process (subdivision map, conditional use permit, etc.) involving this portion of Lehigh, with appropriate reimbursement from later, adjacent (across the street) development.

16. ~~Prior to alteration or removal of the existing YVRR roadbed within the project area, the responsible property owner(s), on the basis of the analysis required by Mitigation Measure C-2 (*Expanded Initial Study #00-31 For Fahrens Creek Annexation to the City of Merced*), will, as necessary, enter into an agreement with any other affected property owner, to eliminate or otherwise address in a manner acceptable to both parties any identified impact to such other property, to the degree to which such impact(s) exceeds flood protection regulations that exist at the time the roadbed is removed. Any costs associated with the study, or related changes to the federal flood map series, shall be the responsibility of the owner of the property involved~~.

Amended – See Page 5

17. At least in residential areas, designated collector streets will be designed consistent with the cross-section design at Attachment B-3 (to allow wider park strips and the opportunity for larger trees) to Merced City Staff Report #01-33.

Upon motion by Commissioner Burr, seconded by Commissioner Pollard, and carried by the following vote:

AYES: Commissioners Burr, Osorio, Riordan, Eisenhart, Pollard, and Chairman Love
NOES: None
ABSENT: Commissioner Lopez

Adopted this 5th day of December, 2001

_____
Chairman, Planning Commission of the City of Merced, California

ATTEST:

_____
Secretary

Attachment A – Mitigation Measures

tll/P.RES.#2675

December 17, 2001: At their regularly scheduled meeting of December 17, 2001, the City Council approved Pending Annexation #00-03, General Plan Amendment #00-09, and Prezoning Application #00-03, subject to the conditions of this Resolution, amending Condition #7 as follows:

7. The proposed Fahrens Creek Specific Plan Master Design shall be modified as shown on the proposed plan (Attachment B) and Exhibit 1 of Staff Report #01-33; three copies of the Specific Plan, as ultimately approved, shall be provided to the City.

   The elimination (relocation) of residential lots from the northwest corner of the central (Village Core) park shown on Attachment B1 (of Staff Report #01-33) may be brought up for further discussion by the applicant with the city at the time of subsequent processing of a subdivision map for this area.

The City Council also approved an Agreement [affecting the property located between Hwy 59 and R Street from Yosemite Avenue (Extended) to a half mile south of Cardella Road], which amended Condition #16 and added Condition #18 as follows:

16. Prior to alteration or removal of the existing Yosemite Valley Railroad (YVRR) roadbed within the project area, a study must be conducted in accordance with Mitigation Measure C-2 (Expanded Initial Study #00-31 for Fahrens Creek Annexation to the City of Merced), to determine the impact alteration or removal of the roadbed might have with regard to flooding of the project area, the surrounding properties, and any other property that might be impacted by a change. Any negative impact that is identified by such study must be eliminated or otherwise addressed and mitigated in a manner that is acceptable to the City and all parties affected by any negative impact. Any costs associated with the study of impacts of roadbed alteration or removal, related changes to the federal flood map series, and any costs for mitigation measures shall be the responsibility of the party or parties whose development plans in the project are directly dependent on alteration or removal of the existing YVRR roadbed within the project area. If more than one party is involved, such parties shall enter into an agreement specifying the percentage of costs that each individual party shall be responsible for.

18. ~~No approvals will be adopted or permits issued by the City of Merced, for actual construction on the portion of the Fahrens Creek Specific Plan depicted on Attachment 3* and Exhibit 1*, as further described as that portion outlined by heavy dashed line, until authorization has been received from, or a waiver acceptable to the City has been granted by, the U.S. Army Corps of Engineers (the "Corps") regarding flood control measures to be taken to comply with that portion of the Merced Streams Group Project located within the Fahrens Creek Specific Plan. If the Corps does not authorize construction in that portion of the property, or grant a satisfactory waiver by December 31, 2005, the applicant may request review of this condition by the City Planning Commission to determine whether, at that time, an extension of this condition is necessary or advisable (*Attachment 3 to City Manager Administrative Report on Fahrens Creek Specific Plan Adoption, dated December 10, 2001; and Planning Commission/City Council Exhibit 1: Fahrens Creek Specific Plan.)~~

Amended--
See page 6

Secretary's Note: The actions that took place at the City Council Meeting on December 17, 2001, as noted above, are referenced in the Developer Agreement between the City of Merced and Sequoia Land Investments; Matthew and Barbara Bruno; Doris Gonella; Lillian Dal Porto; and Edith M. Nahas that was recorded on April 4, 2002 (Instrument No. 16796, Volume 4414, Page 998, of the Official Records of Merced County, California).

May 20, 2015: At their regularly scheduled meeting of May 20, 2015, the Planning Commission recommended to City Council deletion of Condition #18 of Planning Commission Resolution #2675 (Condition #3 of Planning Commission Resolution #3050 and Staff Report #15-05 – 3rd Addendum).

July 20, 2015 At their regularly scheduled meeting of July 20, 2015, the Merced City Council approved the deletion of Condition #18 of Planning Commission Resolution #2675 (Condition #3 of Planning Commission Resolution #3050 and Staff Report #15-05 – 3rd Addendum).

CITY OF MERCED
PLANNING & PERMITTING DIVISION

TYPE OF PROPOSAL: **General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development #46**

INITIAL STUDY: #14-26 - REVISED

DATE RECEIVED: December 19, 2014 (date application determined to be complete)

LOCATION: Southeast corner of Pacific Drive and Horizons Drive, also fronting Stinson Drive and Compass Pointe Avenue (3640 Compass Pointe Avenue)

ASSESSOR'S PARCEL NUMBERS: 206-070-006

(SEE ATTACHED PUBLIC HEARING NOTICE AND MAP AT ATTACHMENTS J AND K.)

Please forward any written comments by March 4, 2015 to:

Julie Nelson, Associate Planner
City of Merced Planning & Permitting Division
678 West 18th Street
Merced, CA 95340

Applicant Contact Information:

Barbara Bruno
1819 Walnut Road
Turlock, CA 95380

Project Description

The applicant is proposing to construct a 136-unit apartment complex on a 10.42-acre parcel located at the southeast corner of Stinson Drive and Horizons Avenue (north of Yosemite Avenue, west of Compass Pointe Avenue) (Attachment A). This parcel has a variety of land use designations according to the City's General Plan Land Use Diagram (Attachment B). Approximately 4-acres of the parcel have a General Plan designation of a Village Residential (VR), approximately 6.2-acres has a Low Density Residential (LD) designation, and approximately 0.22-acres has an Open Space/Parks designation. The Fahrens Creek Specific Plan and Site Utilization Plan for Planned Development #46 identify approximately 3.66 acres of the site as Village Residential and the remaining area as Low-Density Residential. The proposed apartment complex would be marketed to students attending UC Merced, but could also be rented to the general public.

In order to allow a multi-family development on the entire 10.42 acre parcel, the following changes are proposed:

Plan	Area	Existing Designation	Proposed Designation
General Plan Designation	6.2 acres (+/-)	Low Density (LD)	Village Residential (VR)
General Plan Designation	0.22 acres (+/-)	Open Space/Parks (OS)	Village Residential (VR)
Fahrens Creek Specific Plan	6.76 acres (+/-)	Low Density (LD)	Village Residential (VR)
Site Utilization Plan for Planned Development (PD) #46	6.76 acres (+/-)	Low Density (LD)	Village Residential (VR)

If the General Plan Amendment and Site Utilization Plan Revision are approved, the developer would apply for a Conditional Use Permit to approve the construction of the 136 apartment complex including the required parking, an office/lounge building, and a swimming pool (Attachment D). The apartment complex would have a total of 17 buildings with 8 units each (4 units downstairs and 4 units upstairs). Covered parking would be provided for all units. Approximately 3 acres of the site has been designated as a "floodway" on the Flood Insurance Rate Map (FIRM) making it undevelopable for structures. Therefore, the project area only encompasses approximately 7.42 acres. A small portion of the parking area would encroach into the floodway which may be allowable if proper documentation is provided and approved.

Surrounding Uses
(Refer to Attachment A)

Surrounding Land	Existing Use of Land	Zoning Designation	City General Plan Land Use Designation
North	Single-Family Residential (across Pacific Drive)	P-D #46	Low Density Residential (LD)
South	Dog Park (across Fahrens Creek)	P-D #46	Open Space/Recreation (OS)
East	Vacant	P-D #46	Low Density Residential (LD)
West	Future Apartment Complex (across Horizons Avenue)/ Vacant and Single-Family Residential (across Compass Pointe Avenue)	P-D #46	Village Residential (VR)/Neighborhood Commercial Office (CN)

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 November 24, 2014.

B. The checklist was prepared on December 9, 2014.

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, the Initial Study #14-26 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.

A. Aesthetics

SETTING AND DESCRIPTION

The project site is located on a vacant lot at the southeast corner of Horizons Avenue and Stinson Drive (Attachment A). There are single-family dwellings to the north and west of the site. A City-owned Dog Park is located to the south, across Fahrens Creek. Vacant land designated for Low Density Residential is located to the east. A 96-unit apartment complex is approved for the property to the west across Horizons Avenue. Another vacant site to the west, across Compass Pointe Avenue, is designated for a Neighborhood Commercial development.

The site is not located within a designated scenic corridor and there are no scenic vistas visible from the site. The topography of the site is level and there are no outstanding features noted.

	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**

Much of the land around the site is completely developed or has been approved for development. Because of the flat terrain, views from one side of the property to the other are unobstructed. No designated scenic vistas exist on the project site or in the project area. Therefore, no impacts in this regard would occur either with the General Plan Amendment and Site Utilization Plan (SUP) Revision or with the subsequent Conditional Use Permit and construction of the future apartment complex.

2) **No Impact**

There are no officially designated State Scenic Highways or Routes in the project vicinity. Therefore, the project would have no impact on scenic resources, such as rock outcroppings, trees, or historic buildings within a scenic highway.

3) **Less Than Significant Impact**

The General Plan Amendment, Specific Plan Revision, and SUP Revision would not cause any change to the visual character of the site. The subsequent apartment development would create a change on the site simply by developing a vacant lot. Development of the lot would not degrade the site, but on the contrary, would enhance the site. Currently, the site is just a vacant dirt lot with no trees or other vegetation. The construction of the project will improve the lot and reduce blight and trash on the site. The improvements would create a less than significant impact.

4) **Less Than Significant Impact**

The General Plan Amendment and SUP Revision would not create any additional source of light or glare that would affect views in the area. The future construction of the apartment complex would add artificial lighting to the area. The parking areas and buildings would provide lighting, but would not adversely affect any views in the area. Although there are vacant lots adjacent to the site, the site is also adjacent to developed parcels of land that provide artificial light to the area. The addition of lighting associated with the future apartment complex would not adversely affect the surrounding area. All lighting would be required to meet the California Energy Code and would be required to be shielded so it doesn't spillover onto adjacent properties as required by the Energy Code. The addition of lighting would be a less than significant impact.

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 $2.4 billion in 2006. The County's leading agriculture commodities include milk, chickens, almonds, cattle and calves, tomatoes, and sweet potatoes.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
B. Agriculture Resources. 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?				✓

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 project site is located within the City Limits of Merced and was annexed in 2001. The California Department of Conservation prepares Important Farmland Maps through its Farmlands Mapping and Monitoring Program (FMMP). The system of classifying areas is based on soil type and use. According to the 2012 Merced County Important Farmlands Map, the Project site is classified as "Grazing Land." However, it has not been used as such since prior to being annexed in 2001. It is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), therefore, this impact is less than significant.

2) **No Impact**

There are no Williamson Act contract lands in this area.

3) **No Impact**

There is no other land in the vicinity currently being used for Farmland.

4) **No Impact**

The area is urbanized with no agricultural uses nearby. Therefore, there are no impacts.

C. Air Quality

SETTING AND DESCRIPTION

The San Joaquin Valley Air Pollution Control District (SJVAPCD) will review the project to assess the impact to air quality and to establish acceptable mitigation measures. Hence, the City recognizes that additional mitigation measures may be applied to subsequent phases of the development of this area. 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 project 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.

Existing Ambient Air Quality

The California Air Resources Board (CARB) and the United States Environmental Protection Agency (EPA) currently focus on the following air pollutants as indicators of ambient air quality: Ozone (O_3), carbon monoxide (CO), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), particulate matter (PM), and lead. Because these are the most prevalent air pollutants known to be deleterious to human health and extensive health-effects criteria documents are available, they are commonly referred to as "criteria air pollutants."

The EPA has established primary and secondary National Ambient Air Quality Standard (NAAQS) for the following criteria air pollutants: O_3, CO, NO_2, SO_2, PM_{10}, fine particulate matter ($PM_{2.5}$), and lead. The primary standards protect the public health and the secondary standards protect the public welfare. In addition to the NAAQS, CARB has established California Ambient Air Quality Standard (CAAQS) for the following criteria air pollutants: sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particulate matter. In most cases, the CAAQS are more stringent that the NAAQS.

Criteria air pollutant concentrations are measured at several monitoring stations in the SJVAB. From 1991 to present, there have been two monitoring stations within the City of Merced: S. Coffee Avenue and 2334 M Street. The table below summarizes the air quality data from these locations for the most recent years available.

Ambient Air Quality in City of Merced
(Number of Days Exceeding State and Federal Standards)

Year	Merced - S. Coffee Avenue					Merced- 2334 M Street				
	State Ozone	Federal Ozone	State PM_{10} [1]	Federal PM_{10} [1]	Federal $PM_{2.5}$ [2]	State Ozone	Federal Ozone	State PM_{10} [1]	Federal PM_{10} [1]	Federal $PM_{2.5}$ [2]
2009	0	0	*	*	*	*	*	32.5	0	25.1
2008	14	3	*	*	*	*	*	87.2	0	*
2007	5	0	*	*	*	*	*	36.5	0	3.3
2006	4	0	*	*	*	*	*	47.4	0	0
2005	6	0	*	*	*	*	*	29	0	0
2004	14	0	*	*	*	*	*	12.3	0	0
2003	54	0	*	*	*	*	*	44.4	*	*
2001	26	0	*	*	*	*	*	*	0	*
2000	32	0	*	*	*	*	*	69.6	0	*
1999	42	2	*	*	*	*	*	*	*	*
1998	37	3	*	*	*	*	*	*	*	*
1997	1	0	*	*	*	*	*	*	*	*
1996	44	1	*	*	*	*	*	*	*	*
1995	38	3	*	*	*	*	*	96.3	0	*
1994	31	0	*	*	*	*	*	60.8	0	*
1993	22	1	*	*	*	*	*	108.8	0	*
1992	39	0	*	*	*	*	*	138.8	0	*
1991	13	2	*	*	*	*	*	151.6	0	*

(1) Measurements of PM_{10} are made every sixth day. Data is the estimated number of days that the standard would have been exceeded had measurements been collected every day.

(2) Nation 1997 24-Hour PM_{10} Standard

*There was insufficient (or no) data available to determine the value.

Source: Air Resources Board Aerometric Data Analysis and Management System (ADAM)

Both CARB and EPA use monitoring data to designate areas according to their attainment status for criteria air pollutants. The purpose of the designations is to identify those areas with air quality problems and thereby initiate planning efforts for improvement. The three basic designation categories are nonattainment, attainment, and unclassified. Unclassified is used in an area that cannot be classified on the basis of available information as meeting or not meeting the standards. In addition, the California designations include a subcategory of the nonattainment designation, called nonattainment-transitional. The nonattainment-transitional is given to nonattainment areas that are progressing and nearing attainment. Below are the Attainment Designations for the City of Merced for each of the criteria pollutants.

Merced County Attainment Designation (Federal and State)

Pollutant	Designation/Classification	
	Federal Standards	**State Standards**
Ozone - One Hour	No Federal Standard (See note below)	Nonattainment/ Severe
Ozone - Eight Hour	Nonattainment	Nonattainment
PM_{10} (Particulate Matter 10 micrometers in diameter)	Unclassified/Attainment	Nonattainment
$PM_{2.5}$ (Particulate Matter 2.5 micrometers in diameter)	Nonattainment	Nonattainment
Carbon Monoxide	Unclassified/Attainment	Unclassified
Nitrogen Dioxide	Unclassified/Attainment	Attainment
Pollutant	**Designation/Classification**	
	Federal Standards	**State Standards**
Sulfur Dioxide	Unclassified/Attainment	Attainment
Lead (Particulate)	Unclassified/Attainment	Attainment
Hydrogen Sulfide	*No Federal Standard*	Unclassified
Sulfates	*No Federal Standard*	Attainment
Visibility Reducing Particles	*No Federal Standard*	Unclassified
Note: The Federal One Hour Ozone national Ambient Air Quality Standard was revoked on June 15, 2005		

Source California Air Resources Board, 2009, U.S. EPA, 2009

The San Joaquin Valley Air Pollution Control District (SJVAPCD) attains and maintains air quality conditions in Merced County through a comprehensive program of planning regulation, enforcement, technical innovation, and promotion of the understanding of air quality issues. The clean air strategy of the SJVAPCD includes the preparation of plans for the attainment of ambient air quality standards adoption and enforcement of rules and regulations concerning sources of air pollution, and issuance of permits for stationary sources of air pollution. The SJVAPCD also inspects stationary sources of air pollution and responds to citizen complaints, monitors ambient air quality and meteorological conditions, and implements programs and regulations required by the Federal Clean Air Act (FCAA) and the California Clean Air Act (CCAA).

The Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) is an advisory document that provides lead agencies, consultants, and project applicants with uniform procedures for addressing air quality in environmental documents. The GAMAQI contains the following applicable components:

- Criteria and thresholds for determining whether a project may have a significant adverse air quality impact;
- Specific procedures and modeling protocols for quantifying and analyzing air quality impacts;
- Methods available to mitigate air quality impacts; and,
- Information for use in air quality assessments and EIR's that will be updated more frequently such as air quality data, regulatory setting, climate, topography, etc.

The SJVAPCD has also prepared the Air Quality Guidelines for General Plans (AQGGP) (revised June 2005) to provide local planning agencies with a comprehensive set of goals and policies that will improve air quality if adopted in a general plan to provide a guide to cities and counties for determining which goals and policies are appropriate in their particular community; and to provide justification and rationale for the goals and policies that will convince decision makers and the public that they are appropriate and necessary.

ISR – Indirect Source Review. The ISR Rule (Rule 9510) and the Administrative ISR Fee Rule (Rule 3180) are the result of state requirements outlined in the California Health and Safety Code, Section 40604 and the State Implementation Plan (SIP). The SIP's commitments are contained in the District's 2003 PM_{10} and NOx in order to reach the ambient air-pollution standards on schedule. The Plans identify growth and reductions in multiple source categories. The Plans quantify the reduction from current District rules and proposed rules, as well as state and federal regulations, and then model future emissions to determine if the District may reach attainment for applicable pollutants (http://www.valleyair.org/ISR/ISROverview.html).

The rule applies to new developments that are over a certain threshold size. Any of the following projects require an application to be submitted unless the projects have mitigated emissions of less than two tons per year each of NOx and PM_{10}. Projects that are at least:

- 50 residential units;
- 2,000 square feet of commercial space;
- 9,000 square feet of educational space;
- 10,000 square feet of government space;
- 20,000 square feet of medical or recreational space;
- 25,000 square feet of light industrial space;
- 39,000 square feet of general office space;
- 100,000 square feet of heavy industrial space;
- 9,000 square feet of any land use not identified above.

Air Quality Plans. The SJVAPCD submitted the 1991 Air Quality Attainment Plan in compliance with the requirements set forth in the CCAA. In addition, the CCAA requires a triennial assessment of the extent of air quality improvements and emission reductions achieved through the use of control measures. As part of this assessment, the attainment plan must be reviewed and, if necessary, revised to correct for deficiencies in progress and to incorporate new data or projections. The CCAA requirement for a first triennial progress report and revisions of the 1991 Air Quality Attainment Plan was first fulfilled with the preparation and adoption of the 1995-1997 Triennial Progress Report and Plan Revision. Triennial reports were also prepared for 1997-2000, and 1999-2001 in compliance with the CCAA.

In an effort to reach attainment for ozone, the SJVAPCD has adopted and submitted several ozone and PM_{10} plans in its planning history in an effort to reach attainment. In the most current effort to reach attainment for ozone, the SJVAPCD submitted the 2007 Ozone Plan. This plan contains a comprehensive and exhaustive list of regulatory and incentive-based measures to reduce emissions of ozone and particulate matter precursors throughout the Valley. Additionally, this plan calls for major advancements in pollution control technologies for mobile and stationary sources of air pollution, and a significant increase in state and federal funding for incentive-based measures to create adequate reductions in emissions to bring the entire Valley into attainment

with the federal ozone standard. The proposed plan calls for a 75% reduction in ozone-forming oxides of nitrogen (NOx) emissions.

In June 2003, the District prepared the 2003 PM_{10} Plan. The 2003 PM_{10} Plan was amended in 2005. The 2006 PM_{10} Plan Update was adopted by the SJVAPCD in February 2006 and contains the existing measures adopted by EPA, CARB, and the SJVAPCD and the additional measures needed to reach attainment of the PM_{10} standards.

The SJVAPCD's planning documents also identify voluntary strategies to further reduce air quality impacts in the San Joaquin Valley Air Basin (SJVAB). Included in these strategies are an enhanced California Environmental Quality Act (CEQA) program and the promotion of air quality elements or policies for General Plans in all SJVAB cities and counties. The SJVAPCD reviews and comments on CEQA documents and permit applications sent from SJVAB public agencies. Comments from the SJVAPCD include expert advice on level of significance, applicable rules and regulations, and suggested mitigation measures.

In addition to the above mentioned items, the SJVAPCD has submitted numerous plans with respect to ozone, PM_{10}, $PM_{2.5}$, and CO in compliance with the FCAA and CCAA.

Thresholds of Significance

With the adoption of the *Merced Vision 2030 General Plan*, there were parameters established within by which future development projects would be reviewed and standards established for approval of projects.

The SJVAPCD has established thresholds of significance for determining environmental significance. These thresholds separate a project's short-term emission from the long-term emissions. The short-term emissions are mainly related to the construction phase of a project, which are recognized to be short in duration. The long-term emissions are primarily related to the activities that will occur indefinitely as a result of project operations.

Impacts will be evaluated both on the basis of CEQA Appendix G criteria and SJVAPCD significance criteria.

In order, the impacts to be evaluated will be those involving construction, operations emissions of criteria pollutants [Particulate Matter (PM_{10}) and reactive organic gas precursors to ozone], and cumulative air quality impacts. Because the area is non-attainment for ozone and PM_{10}, a major criterion for review is whether the project will result in a net increase of pollutants impacting ozone precursor pollutants and of PM_{10}.

Where environmental impacts are found to be significant or potentially significant, mitigation measures are identified to mitigate or avoid significant environmental effects.

In addition to the site-specific mitigation measures delineated for in the City's General Plan, the City shall be required to implement reasonable feasible management practices required by the San Joaquin Valley Air Pollution Control District, or any other federal or state air quality regulatory agency for the purpose of mitigating any significant impacts from the emission of Particulate Matter, Fine Particulate matter, Reactive Organic Gases, Nitrogen oxide, and any other criteria air pollutant or precursor emanating from implementations of the City's General Plan.

Consistent with Appendix G of the CEQA Guidelines, the proposed project is considered to have a significant impact on the environment if it will:

- Conflict with or obstruct implementation of the 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 nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);
- Expose sensitive receptors to substantial pollutant concentrations; or,
- Create objectionable odors affecting a substantial number of people.

Thresholds Used for Odor Evaluation

While odors are considered to be offensive and seldom cause any physical harm to people, they certainly can be unpleasant and lead to considerable amounts of anguish to the public and often leads to complaints made to the local jurisdiction from the community. Any project with the potential to expose the community to offensive odors would be considered a significant impact. The GAMAQI states that an evaluation should be conducted for both of the following situations: 1) a potential source of objectionable odors is proposed for a location near existing sensitive receptors, and 2) sensitive receptors are proposed to be located near an existing source of objectionable odors.

Thresholds Used for Sensitive Receptors

One of the criteria for significance includes potential impacts of Hazardous Air Pollutants (HAPs) on sensitive receptors. The GAMAQI, Section 3, defines a sensitive receptor as a location where human populations, especially children, seniors, and sick persons are present and where there is a reasonable expectation of continuous human exposure to pollutants. Examples of sensitive receptors include, but are not limited to: residential land uses, schools, hospitals, convalescent homes, and day care centers.

Examples of HAPs include emission of criteria or toxic air pollutants that have health effects ($PM_{10,}$ ammonia, H_2S sulfur dioxide, etc.). Sensitive receptors would not be directly affected by emissions of regional pollutants such as ozone precursors (VOC and NOx).

The potential for impacts to sensitive receptors can occur when a sensitive receptor is proposed near an existing source of HAPs, or when a development that is a source of HAPs is proposed near sensitive receptors, including siting a source of HAPs near an undeveloped site, but designated as a sensitive receptor land use.

Impact Analysis

The SJVAPCD has established a three-tiered approach to determining significance related to a project's quantified ozone precursor emissions. The three levels of analysis include Small Project Analysis Level (SPAL), Cursory Analysis Level (CAL), and Full-Analysis Level (FAL). The SJVAPCD pre-calculated the emissions on a large number of types of projects to identify the level at which a project would have no potential to exceed emission thresholds. This information was determined for five land use categories according to the number of vehicle trips a project type generates, and according to the sizes of various development projects. Projects

under these size thresholds qualify to complete the SPAL approach. According to the SPAL requirements, no quantification of ozone precursor emissions is needed for projects less than or equal to the size thresholds. However, if other emission factors such as toxic air contaminants, hazardous materials, asbestos, or odors are apparent, these emissions must be addressed.

	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)?			✓	
4) Expose sensitive receptors to substantial pollutant concentrations?			✓	
5) Create objectionable odors affecting a substantial number of people?			✓	

1) **Less Than Significant Impact With Mitigation**

The project will not conflict or obstruct implementation of any applicable air quality plan. This includes the 2007 PM_{10} Maintenance Plan, the 2007 Ozone Plan, or the 2008 $PM_{2.5}$ Plan. The project will not violate any air quality standards, result in a cumulatively considerable net increase of any criteria pollutant, or expose sensitive receptors to substantial pollutant concentrations. However, prior to construction of the project, the applicant would be required to comply with District Rule 9510 (Indirect Source Review) as well as other District Rules. This would reduce the impact to a less than significant level.

The SJVAB is designated nonattainment of State and Federal health based air quality standards for ozone and $PM_{2.5}$. The SJVAB is designated nonattainment of state PM_{10}. To meet Federal Clean Air Act requirements, the SJVAPCD has multiple air quality attainment plan (AQAP) documents, including:

- Ozone Attainment Demonstration Plan (EOADP) for attainment of the 1-hour ozone standard (2004);
- 2007 Ozone Plan for attainment of the 8-hour ozone standard;
- 2007 PM_{10} Maintenance Plan and Request for Re-designation; and,
- 2008 $PM_{2.5}$ Plan.

The SJVAPCD's AQAPs account for projections of population growth and vehicle miles traveled (VMT) provided by the Council of Governments (COG) in the SJVAB and identify strategies to bring regional emission into compliance with federal and State air quality standards. Because population growth and VMT projections are the basis of the AQAPs' strategies, a project would conflict with plans if it results in more growth or vehicle miles traveled than the plans' projections. The primary way of determining if a project would result in more growth or vehicle miles traveled than in the AQAPs is to determine consistency with the applicable General Plan.

The recently adopted *Merced Vision 2030 General Plan* is the applicable General Plan. However, the population projections used in the previous General Plan (*Merced Vision 2015 General Plan),* included projects through 2035 and the projections were higher than those used in the 2030 General Plan. Therefore, it is reasonable to assume the growth was accounted for in the AQAPs calculations and this project would not create a significant impact.

Population Projections (1990 to 2035)
Excerpted from the *Merced Vision 2015 General Plan*

Year	City 2015 SUDP	Percent of County
1990	60,900	34.1%
1995	83,830	35.2%
2000	89,940	35.5%
2010	116,800	38.3%
2015	133,250	39.2%
2020	149,700	39.7%
2035	202,070	42.3%

Population Projections (2000 to 2030)
Excerpted from the *Merced Vision 2030 General Plan*

Year	City 2015 SUDP	Percent of County
2000	63,893	30.4%
2005	74,010	30.7%
2010	85,798	31.1%
2015	99,463	31.6%
2020	115,305	32.1%
2030	154,961	33.7%

Mitigation Measure

C-1) The project applicant shall submit an Indirect Source Review (ISR) to the San Joaquin Air Pollution Control Board in compliance with District Rule 9510 and shall comply with all other applicable District Rules. The San Joaquin Valley Air Pollution Control District recommends this application be submitted as early as possible or prior to the final discretionary approval.

C-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

2) **Less Than Significant Impact With Mitigation**

There are two pollutants of concern for this impact: CO and localized PM_{10}. The proposed General Plan Amendment, Specific Plan Revision, and Site Utilization Plan Revision would not result in localized CO hotspots or PM_{10} impacts, as discussed below. Therefore, the proposed project would not violate an air quality standard or contribute to a violation of an air quality standard in the project area.

Localized PM_{10}

Localized PM_{10} would be generated by project construction activities, which would include earth disturbing activities. The proposed project would comply with SJVAPCD's Regulation VII dust control requirements during construction and demolition (including Rules 8011, 8031, 8041, and 8071 as required by the demolition permit conditions). Compliance with this regulation would reduce the potential for significant localized PM_{10} impacts to less than significant levels.

CO Hotspot

Localized high levels of CO are associated with traffic congestion and idling or slow-moving vehicles. The SJVAPCD provides screening criteria to determine when to quantify local CO concentrations based on impact to the level of service (LOS) of roadways in the project vicinity.

Temporary construction emissions associated with the construction of the carwash would result from site excavation, site grading, building construction, architectural coatings, and paving activities. Short-term emission of ROG, NOx, CO, $PM_{10,}$ and $PM_{2.5}$ would be generated during the construction activities. Pollutant emission would vary daily, depending on the level of activity, specific operations, and prevailing weather. Operational emission associated with the proposed project would result from additional employee trips and additional customer trips.

As previously indicated, SJVAPCD requires that all construction activities comply with fugitive dust control requirements under Regulation VIII, and guidance from SJVAPCD staff indicates that implementation of a Dust Control Plan would satisfy all the requirements of SJVAPCD Regulation VIII. Pursuant to Regulation VIII, the project-specific Dust Control Plan will be required to be prepared and submitted to SJVAPCD at least 30 days prior to the start of construction.

Mitigation Measures:

C-3) Compliance with Mitigation Measures C-1 and C-2 above would reduce this impact to a less than significant level.

3) **Less than Significant**

SJVAPCD's CEQA Guidelines indicate that a violation of SJVAPCD's construction or operational thresholds of significance would result in a project level cumulative impact. The project emissions do not exceed the threshold set by SJVAPCD, therefore, the cumulative effect would be less than significant.

4) **Less than Significant**

Diesel Exhaust from Construction Activities:

Construction activities are anticipated to involve the operation of diesel-powered equipment. In 1998, CARB identified diesel exhaust as a toxic air contaminant (TAC). SJVAPCD does not consider construction-equipment-diesel-related cancer risks to be an issue because of the short-term nature of construction activities. Cancer health risks associated with exposure to diesel exhaust typically are associated with chronic exposure, in which a 70-year exposure period often is assumed. Although elevated cancer rates can result from exposure periods of less than 70 years, acute exposure to diesel exhaust typically are not anticipated to result in an increased health risk because acute exposure typically does not result in the exposure concentration as necessary to result in a health risk. Because the construction phase of the project using diesel powered equipment would not last for more than 90 days, it is not anticipated to cause any health impacts.

Carbon Monoxide Hotspots

Elevated levels of CO concentrations are typically found in areas with significant traffic congestion. CO is a public health concern because it combines readily with hemoglobin and reduces the amount of oxygen transported in the bloodstream. SJVAPCD requires localized CO concentrations associated with traffic congestion be analyzed to ensure that monitored concentrations remain below CAAQS and NAAQS, and to ensure that sensitive receptors are not exposed to elevated localized concentrations near roadways that may not show up at monitoring stations. SJVAPCD has developed a set of preliminary screening criteria that can be used to determine with fair certainty that the effect a project has on any given intersection would not cause a potential CO hotspot. A project can be said to have no potential to create a CO violation or create a localized "hotspot" if either of the following conditions are not met: Level of Service (LOS) on one or more streets or intersections will be reduced to LOS E or F; or the proposed project would substantially worsen already LOS F street or intersection within the project vicinity. The project site is located along two Collector roads (Pacific Avenue and Horizons Avenue). These streets currently operate at an acceptable level of service. The project would not generate enough traffic to reduce the level of service for these roadways below LOS E or LOS F. Therefore, this impact is considered to be less than significant.

5) **Less Than Significant**

The project may cause temporary odors resulting from diesel exhaust during construction equipment operation and truck activity. Although these emissions may be noticeable from time to time by adjacent receptors, they would be localized and are not likely to adversely affect people off-site resulting in confirmed odor complaints. Therefore, this is a less than significant impact.

D. Biological Resources

SETTING AND DESCRIPTION

The plan area 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.

According to the State of California, Department of Fish and Game Natural Diversity Data Base (NDDB), the site does not include any plant and/or animal species listed as threatened or endangered by the State of California or the Federal Government. Furthermore, the biological resources evaluation, prepared as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (EIR), does not identify the project area as containing any seasonal or non-seasonal wetland or vernal pool areas. Given the adjacent, built-up, urban land uses and major roadways, no form of unique, rare or endangered species of plant and/or animal life could be sustained on the subject site.

	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?		✓		

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?		✓		
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**

The proposed project would not have any direct effects on animal life by changing the diversity of species, number of species, reduce any rare or endangered species, introduce any new species, or deteriorate existing fish or wildlife habitat. Although the *Merced Vision 2030 General Plan* identifies several species of plant and animal life that exist within the City's urban boundaries, the subject site, which is surrounded by developed urban uses, does not contain any rare or endangered species of plant or animal life. However, there is a stand of trees just south of the site adjacent to Fahrens Creek that could house various animal species. In order to protect any wildlife in the area, the following mitigation measures are being implemented which would reduce any impacts to a less than significant level. These mitigation measures were included as mitigation measures for the project site when it was originally annexed to the City in 2001 (Annexation Application #00-03, Pre-Zone Application #00-03, and General Plan Amendment #00-09). In addition, compliance with the following General Plan policies would help reduce any potential impacts on wildlife habitat.

Goal Area OS-1: Open Space for the Preservation of Natural Resources	
Policies:	
OS-1.1	Identify and mitigate impacts to wildlife habitats which support rare, endangered, or threatened species.
OS-1.2	Preserve and enhance creeks in their natural state throughout the planning area.

Mitigation Measures:

D-1) If any development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey shall be conducted by a qualified biologist to determine whether nesting activities are taking place within the area. If it is found that nesting activities are taking place, the project shall take necessary actions, including delaying the start of construction, to ensure the species is not disturbed.

D-2) With regard to the Giant Garter Snake, for any development taking place in proximity to Fahrens Creek corridor, from the west edge of R Street to the north edge of Yosemite Avenue the following actions shall be taken:

a) Provide environmental awareness training to contractors doing work in this area;

b) Restrict construction along the Creek to only the snake's active season (May 1 through September 30); and,

c) Have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.

D-3) No development shall occur within 50 feet of the centerline of the creek (or 25 feet from the crown, whichever is greater).

D-4) The project shall comply with all applicable mitigation measures for Expanded Initial Study (EIS) #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09. Refer to the Mitigation Monitoring Program prepared for EIS #00-31 at Attachment E.

2) **Less Than Significant Impact with Mitigation**

The proposed project would not have any direct effects on riparian habitat or other sensitive natural community. The City General Plan identifies Bear, Black Rascal, Cottonwood, Miles, Fahrens, and Owens Creeks within the City's growth area. The subject site is located adjacent Fahrens Creek. However, the proposed project would not interfere with the creek. The parking lot for the apartments would be approximately 180 feet from the edge of the creek and the nearest building would be approximately 220 feet away. No riparian habitat or other sensitive natural community has been identified on the site. However, due to the close proximity to Fahrens Creek and the mitigation measure previously applied with the annexation of this property, the Mitigation Measures outlined in Item 1 above, would apply. This would reduce any impacts to a less than significant level.

Mitigation Measures:

D-5) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.

3) **No Impact**

The project site would not have any direct effect on wetlands as no wetlands have been identified in this area. All of the area surrounding the subject site has been modified from its original state and is developed with urban uses.

4) **Less Than Significant Impact with Mitigation**

The project would not have any adverse effects on any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridor, or impeded the use of native wildlife nursery sites. A "Special-Status Special Assessment" was conducted for the area in 2001. At that time, several wildlife species were observed on the site. The Swainson Hawk was observed, but there were no signs of any nesting areas for the bird. No other protected species was found on the site. For a complete list of the wildlife observed in the May 16, 2001 Field Survey, please refer to Attachment F.

Mitigation Measures:

D-6) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.

5) **Less Than Significant Impact with Mitigation**

The proposed project would not conflict with local policies and/or ordinances protecting biological resources. There are no trees or other vegetation present on the site. The City's General Plan does not identify this site as being a biological resource. However, based on the Expanded Initial Study done at the time the property was annexed (Expanded Initial Study #00-31), mitigation measures are required to ensure no protected plant or animal species is harmed.

Mitigation Measures:

D-7) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.

6) **No Impact**

The proposed project would not have any effects on a habitat conservation plan. There are no adopted habitat conservation plans, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan for the City of Merced or Merced County.

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 Senra 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.

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 paleontologic 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 paleontologic 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. There are no listed historical sites on the Project site.

	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**

The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses.

A cultural resources records search was conducted by the Central California Information Center (CCIC) at California State University, Stanislaus as part of the City's General Plan update. No historic resources were found at or near the project site. The impact of this project would be less than significant. However, as part of the Expanded Initial Study (EIS) prepared for this site as part of the annexation process in 2000, mitigation measures were applied to ensure no cultural resources would be disturbed. This project would be required to comply with those mitigation measures.

Mitigation Measures:

E-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09.

2) **Less Than Significant Impact with Mitigation**

The project would not alter or destroy any prehistoric archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses.

A cultural resources records search was conducted by the Central California Information Center (CCIC) at California State University, Stanislaus as part of the City's General Plan update. No archeological resources were found at or near the project site. However, the project is required to comply with all mitigation measures applied to EIS #00-31. Therefore, this impact would be less than significant.

Mitigation Measures:

E-2) Compliance with Mitigation Measure E-1 would make this impact less than significant.

3) **Less Than Significant Impact with Mitigation Measures**

The project would not alter or destroy any paleontological resource, site or unique geologic feature.

A cultural resources records search was conducted by the Central California Information Center (CCIC) at California State University, Stanislaus as part of the City's General Plan update. No paleontological resources were found at or near the project site. Compliance with the previously applied mitigation measures for this site is required and would reduce any impact to a less than significant level.

Mitigation Measures:

E-3) Compliance with Mitigation Measure E-1 would make this impact less than significant.

4) **Less Than Significant Impact with Mitigation Measures**

The proposed project would not disturb any human remains, including those interred outside of formal cemeteries, alter or affect unique ethnic cultural values or restrict religious or sacred uses. There are no known internment facilities in the project area. In compliance with the previously approved mitigation measures for this site, if human remains are discovered during construction, no further disturbance shall occur until the County Coroner has been contacted and made the necessary findings as to origin and disposition in accordance with Public Resources Code §5097.98.

Mitigation Measures:

E-4) Compliance with Mitigation Measure E-1 would make this impact less than significant.

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

According to the USDA Natural Resources Conservation Service website, the soil on the site includes Yokohl clay loam, 0 to 3 persent slopes (YbA). 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**

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, and no impact would result from the project.

According 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, detailed geotechnical engineering investigation required in compliance with the California Building Code (CBC) would be required for the project.

There will be no exposure to any geologic hazards in the project area.

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 limits development in areas identified as having special seismic hazards. All structures shall be designed and built in accordance with the standards of the California Building Code. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the City's General Plan EIR.

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.

2) **Less Than Significant Impact with Mitigation**

Construction of 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 drainage and on-site sewer and water systems. Construction activities disturbing one or more acres are required by the State Water Resources Board (SWRCB) to obtain a General Construction Activity Stormwater Permit, which would require the proposed project to implement a Storm Water Pollution Prevention Plan (SWPPP). Project compliance with SWRCB and the City of Merced regulations to avoid erosion siltation effects would reduce this impact to less than significant.

Mitigation Measures:

F-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.

F-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09.

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 hazard. Soil types in the area are not conducive to liquefaction because they are either too coarse or too high in clay content. 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**

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 this impact to less than significant.

5) **Less Than Significant Impact**

The EIR prepared for the City's *Merced Vision 2030 General Plan* states the following:

"According to the Geologic, Geohazards and Environmental Health Hazards Evaluation Report (Geocon Consultants, Inc.), the soils in the SUDP/SOI are not generally considered to be expansive, have a generally low to moderate erosion potential, and are generally considered suitable for wastewater disposal using conventional septic systems."

However, no new septic systems are allowed in the City and any future construction on the site will be required to connect to the City's sewer system. Based on this evaluation, this impact is less than significant.

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 while the potential for wildland fires could increase as large blocks of undeveloped land are annexed into the City. Most of the fires are caused by human activities involving motor vehicles, equipment, arson, and burning of debris.

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. Now that the Castle Airport is used for civilian purposes, the approach zones for the airport are being re-evaluated.

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.

	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?			✓	
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 complied pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Impact**

Construction activities of the proposed project would involve the use, storage, transport, and disposal of oil, gasoline, diesel fuel, paints, solvents, and other hazardous materials. No hazardous materials would be used at the apartment complex. 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 Impact**

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.

3) **Less Than Significant Impact**

There are no schools located within a ¼-mile radius of the site. Hazardous materials are not expected to be at the project site after construction. However, compliance with Fire Department regulations, as well as state and federal regulations through annual inspections and permitting requirements makes this impact less than significant.

4) **Less Than Significant Impact**

According to the California Department of Toxic Substances Control EnviroStor database search, the project site is not listed as a hazardous waste site, and no significant hazard to the public or the environment would result with project implementation.

5) **Less Than Significant Impact**

The project site is located approximately 5 miles from the Merced Regional Airport and approximately 8 miles from the Castle Airport. The project site is not located in an area for which an Airport Land Use Plan has been prepared, and no public or private airfields are within two miles of the project area. Therefore, no at-risk population working at the site would be exposed to hazards due to aircraft over-flight.

6) **Less Than Significant Impact**

The project site is not located near any private airstrips.

7) **Less Than Significant Impact**

The proposed project will not adversely affect any adopted emergency response plan or emergency evacuation plan. No additional impacts will 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.*

APPLICABLE GENERAL PLAN GOALS AND POLICIES:

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.

8) **Less Than Significant Impact**

According to the EIR prepared for the *Merced Vision 2030 General Plan*, the risk for wildland fire in the City of Merced is minimal. 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" with moderate fire risk.

The City of Merced Fire Department is the responsible agency for responding to fires at the subject site. The project site is located within Fire District 3, and is served by Station #53 located at 800 Loughborough Drive (approximately 1.2 miles from the project site).

H. Hydrology and Water Quality

SETTING AND DESCRIPTION

Water Supplies and Facilities

The City's water supply system consists of four elevated storage tanks with a combined storage capacity of approximately 1.4 million gallons, 19 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.

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.

	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?		✓		

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
8) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?		✓		
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**

The existing project site is currently undeveloped and contains mostly pervious surfaces. Construction of the proposed apartment complex and parking facilities will result in the majority of the site being covered with impervious surfaces.

The project is not expected to violate any water quality standards or waste discharge requirements. In addition to compliance with standard construction provisions, the project shall be required to comply with the Draft Merced Storm Water Master Plan and the Storm Water Management Plan, and obtain all required permits for water discharge. Compliance with these requirements and permits would reduce the impact to a less than significant level. Mitigation Measures were implemented with the annexation of the site (EIS #00-31). These measures would need to be implemented (if applicable) to this development. This would reduce any potential impacts to a less than significant level

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.

Mitigation Measures:

H-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

2) **Less Than Significant Impact with Mitigation**

The City of Merced is primarily dependent on groundwater sources that draw from the San Joaquin aquifer. The City has storage capacity of approximately 1.4 million gallons in four elevated storage tanks, 19 active well sites, and 14 pumping stations, which provide service to meet peak hour urban level conditions and the average daily demand plus fire flows.

The City of Merced has instituted significant water conservation measures in recent years in response to a prolonged drought period in California and the Central Valley. As a result, peak water production declined from its high of 38.3 million gallons per day (MPD) in 1984 to around 31.6 million gallons per day in 1994. In 2007, the amount of water consumed per day had dropped to just over 21.0 million gallons per day. This decline in peak day production has occurred despite the fact that population growth in the City has been occurring.

The proposed apartment project is estimated to use approximately 41,888 gallons of water per day. This would represent 0.20% of the estimated 2007 daily water consumption. 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. However, all applicable Mitigation Measures previously approved for this site at annexation would apply.

Mitigation Measures:

H-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

3) **Less Than Significant Impact with Mitigation**

The project will be designed to capture all surface water run-off on-site and then drain into the City's existing storm drainage system.

The project site currently consists of pervious surfaces. The proposed project would create impervious surfaces over most of the project site, thereby preventing precipitation from infiltrating and causing it to pond or runoff. Roughly 3-acres of the site are located within a flood way and will remain undeveloped. The required onsite drainage system would connect to the regional drainage basin and would prevent flooding in the area. All mitigation measures previously approved for this site are required to be implemented to reduce any potential impacts to a less than significant level.

Mitigation Measures:

H-3) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

4) **Less Than Significant Impact with Mitigation Measures**

Construction of the project would be required to capture all water run-off on site and meter it into the City's existing storm drain system. The applicant plans to connect the site to the existing 18-inch storm drain line in Compass Pointe Avenue. Documentation is required to verify the capacity of that line and the drainage basin into which the water would ultimately drain to. In addition, all applicable mitigation measures previously approved would be required to be implemented to reduce this impact to less than significant level.

Mitigation Measures:

H-4) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.

H-5) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

5) **Less Than Significant Impact with Mitigation**

Construction on the site will drain into the City's existing storm drain system. The developer would be required to provide documentation showing the capacity exists within the existing lines and basin to serve this project. The mitigation measures described in #4 above would also apply to this impact.

Mitigation Measures:

H-6) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.

H-7) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

6) **Less Than Significant Impact**

The construction project will be served by the City's water system and all water runoff will be contained on site then metered 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.

7) **Less Than Significant Impact with Mitigation**

The project site has two different flood zones and a portion of the property is located within the floodway. The majority of the parcel (approximately 7 acres) is located outside the 100 year flood plain and is designated as a Flood Zone X on the Flood Insurance Rate Map (FIRM) revised November 10, 2010. Approximately 0.32 acres in the southwest corner of the site are within an AE Flood Zone. The remaining portion of the parcel, approximately 3 acres are within a designated floodway (see map at Attachment G). The construction of the apartment buildings would be within the X and AE designated areas. However, a small portion of the parking area (pavement only) would be located within the floodway. In order to ensure the construction of the parking area would not affect the floodway and increase the risk of flooding to the area, the developer shall provide a hydrology study. In addition, all other mitigation measures approved with the annexation of the site would be implemented. Some of the residential structures would be constructed within a flood zone. All measures required by the California Building Code (CBC) and the Federal Emergency Management Agency (FEMA) would be required to ensure the finished floor of the residential structures are above the flood level. These steps would reduce the potential impact to a less than significant level.

Mitigation Measures:

H-8) The project shall comply with all requirements of the California Building Code and 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.

H-9) At the time of submittal for a Conditional Use Permit (CUP), the developer shall provide a hydrology study demonstrating the effects of constructing a portion of the parking area within the flood way. This document shall be reviewed and approved by the Development Services Director.

H-7) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

8) **Less than Signficant with Mitigation**

As described above, the project site has two different flood zones as well as an area within the floodway. As previsouly described, the structures would be located within the areas designated as Zone X and Zone AE. A small portion of the parking area would be located within the floodway (pavement only). In order to ensure the construction of the parking area would not affect the floodway and increase the risk of flooding to the area a hydrology study is required to be reviewed and approved by the Development Services Director at the time the application is submitted for a CUP. In addition, all other mitigation measures approved with the annexation of the site would be implemented. The mitigation measures listed above would reduce this impact to a less than significant level.

9) **Less Than Significant Impact**

As described above, the project site is partially located within a 100-year flood hazard area and, therefore, the project would not place people or structures at risk from flooding if flood control measures in the City's Ordinance are followed. However, the site is located within Bear Creek Inundation Zone. Levees in Merced are owned by the Merced Irrigation District. While the City has no jurisdiction over the levees, the City works closely with the District on a number of issues, including flood control, and impacts to MID facilities due to development. Levee maintenance and its associated funding mechanisms are complicated by various factors outside the City's control. Because these levees are maintained on a regular basis and there have been no previous issues with the levees, it's reasonable to expect that the risk from a levee breaking is less than significant.

10) **No Impact**

The proposed project is located approximately 100 miles from the Pacific Ocean and is distant from any large lakes, at an elevation ranging from approximately 175 feet to 180 feet above MSL. Mudslides and other forms of mass wasting occur on steep slopes in areas that contain susceptible soils or geology, typically as a result of an earthquake or high rainfall event. The project site is located on relatively flat ground. Therefore, the proposed project would not result in a significant impact related to a seiche, tsunami, or mudslides.

I. Land Use and Planning

SETTING AND DESCRIPTION

The project site is located within the City Limits of Merced and within its Specific Urban Development Plan and Sphere of Influence (SUDP/SOI).

Surrounding Uses

Refer to Page 2 of this Initial Study and the map at Attachment A for the surrounding land uses.

Current Use

The project site is currently vacant and is surrounded by residential uses to the north, and south, and a multi-family development is under construction to the west. There is also land designated for commercial development to the west across Compass Pointe Avenue.

The site currently has two General Plan designations for residential development: 1) Village Residential (VR) which would allow 7 to 30 dwelling units per acre with an average of 10 units per acre; and, 2) Low Density Residential (LD) which would allow 2 to 6 units per acre.

Project Characteristics

The requested project consists of a General Plan Amendment to change the land use designation for a portion of the property from Low Density Residential (LD) to Village Residential (VR). The site is also part of the Fahrens Creek Specific Plan and located within Planned Development #46. The Fahrens Creek Specific Plan and Site Utilization Plan for Planned Development #46 identify approximately 3.66 acres of the site as Village Residential and the remaining area as Low-Density Residential. Therefore, the project request includes revisions to the Fahrens Creek

Specific Plan and Site Utilization Plan to change the area designated as Low Density Residential to Multi-Family/Village Residential.

The project consists of 136 future apartment units within 17 buildings. The project also includes an office/lounge building and swimming pool as well as the required parking for the apartments. Approximately 3 acres of the 10.42-acre site are located within a designated floodway. Therefore, no structures would be allowed in this area. However, with proper documentation, parking areas could be allowed.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. <u>Land Use and Planning.</u> 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 project site is surrounded by urban uses and would become a part of the adjacent, surrounding community. The project would not physically divide the community.

2) **Less Than Significant**

As previously explained, the site has two different General Plan designations as well as two different designations within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development (P-D) #46. The prosed change would allow an increase in the density for the site. The approximately 4 acres that are currently designated as Village Residential would allow 28 to 120 dwelling units at a density of 7 to 30 units/acre. However, out of the approximately 4 acres currently designated Village Residential (VR), approximately 2.2 acres are developable due to the remaining area being within a floodway.

Typically, Low Density residential is developed at a density of 6 units per acre. Therefore, the 6 acres currently designated for Low Density Residential could be developed with 36 dwelling units. The floodway impacts the land designated Low

Density as well. Approximately 1 acre is within the floodway reducing the developable area to approximately 5 acres. This would reduce the maximum number of units allowed to 30 units.

In looking at the entire 10.42-acre parcel, under the current designations, a maximum of 156 units could be constructed. However, because of the floodway, the developable area is reduced to approximately 7.42 acres for development. Given the current land use designation and considering the reduced area available for development, a maximum of 96 units could be constructed (66 units for the area designated Low Density and 30 units for the area designated as Village Residential). By changing the land use designation for the 5 acres currently designated Low Density (LD) to Village Residential (VR), the number of units allowed on that portion of the parcel would increase from 30 units (using 6 units/acre which is typical for Low Density Residential) to a maximum of 150 units based on 30 units per acre. The project proposes the construction of 136 units which would equate to 18 units/acre. However, it is important to keep in mind the impact of the floodway. If the entire site could be developed, the number of units proposed for the site would be less than what could have been constructed under the present land use designations. Therefore, the change would actually result in less units than what could have been allowed with the current General Plan land use designations.

By increasing the area allowed for higher density development, it allows for a better development overall. Spreading the 136 units over approximately 7.42 acres, allows for a more spacious development with more open space and landscaping. In addition, given the commercial designations on the property to the west across Compass Pointe Avenue, a multi-family development would support General Plan Policies to locate higher density residential development close to shopping areas. A bus stop will be installed by the development to the west (Compass Pointe Apartments) which would also serve this development and help to implement General Plan policies for locating multi-family development close to transportation services.

Because the area could have been developed at a higher density than what is proposed, the proposed land use change would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Therefore this impact is less than significant.

APPLICABLE GENERAL PLAN GOALS AND POLICIES:

The *Merced Vision 2030 General Plan* contains policies that address Land Use.

Goal Area L-1: Residential & Neighborhood Development
Goals • **A Wide Range of Residential Densities and Housing Types in the City** • **Quality Residential Developments** • **Ensure Adequate Housing is Available to All Segments of the Population**

Policy	
L-1.2	Encourage a diversity of building types, ownership, prices, designs, and site plans for residential areas throughout the City.

Policy	
L-1.6	Continue to pursue quality single-family and higher density residential development.
Policy	
L-1.7	Encourage the location of multi-family developments on sites with good access to transportation, shopping, employment centers, and services.

3) **No Impact**

No Habitat Conservation Plans or Natural Community Conservation Plans have been adopted by the City of Merced. Therefore, there would be no impact.

J. Mineral Resources

SETTING AND DESCRIPTION

The City of Merced does 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.

According to the Merced County General Plan Background Report (June 21, 2007), very few traditional hard rock mines exist in the County. The County's mineral resources are almost all sand and gravel mining operations. Approximately 38 square miles of Merced County, in 10 aggregate resource areas (ARA), have been classified by the California Division of Mines and Geology for aggregate. The 10 identified resource areas contain an estimated 1.18 billion tons of concrete resources with approximately 574 million tons in Western Merced County and approximately 605 million tons in Eastern Merced County. Based on available production data and population projections, the Division of Mines and Geology estimated that 144 million tons of aggregate would be needed to satisfy the projected demand for construction aggregate in the County through the year 2049. The available supply of aggregate in Merced County substantially exceeds the current and projected demand.

	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?				✓

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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**

Based on observed site conditions and review of geological maps for the area, economic deposits of precious or base metals are not known to occur in the Merced SUDP/SOI. Therefore implementation of the proposed project would have no impact on the availability of mineral resources or impact current or future mining operations.

2) **No Impact**

No Mineral Resource Zones or mineral resource recovery sites exist within the City of Merced or in the area designated for future expansion of the City (the SUDP/SOI). Therefore implementation of the proposed project would have no impact on the availability of mineral resources or impact current of future mining operations.

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. Construction associated with the development of the project would increase noise levels temporarily during construction. Operational noise associated with the development would occur intermittently with the continued occupancy of the apartment units.

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.

Noise from Other Sources

Vehicular noise along Yosemite Avenue would be the primary existing noise source at the project site. The project site is approximately 200 feet from Yosemite Avenue and is partially buffered by a stand of Eucalyptus trees and the Dog Park to the south of the site.

Short-term effects would be those related to construction, which would cease once the project is complete. The long-term effects would be those related to traffic and other noise from the project site The traffic to the site would be increased by the higher density development, but the noise impact to the surrounding area would be minimal since the since there are no single-family

residences immediately adjacent to the site. The site design shows the parking areas on the interior of the lot reducing any noise generated from vehicles on the site. Because the site isn't immediately adjacent to arterial roadways, the noise generated from traffic in the area would be minimal. The Dog Park to the south may generate a small amount of noise from the people, cars, and dogs visiting the site, but it would not be enough to be a significant impact.

	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?				✓
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

Construction of the project would temporarily increase noise levels in the area during the construction period. The duration of construction is expected to be 120-180 days. Therefore, the noise from construction may be steady for several weeks and then cease all together. Construction activities, including site clearing, building construction, and paving would be considered an intermittent noise impact throughout the construction

period. These activities could result in various effects on sensitive receptors, depending on the presence of intervening barriers or other insulating materials. Although construction activities would likely occur only during daytime hours, construction noise could still be considered disruptive to local residents. The City of Merced does not have a noise ordinance, but past practice has been to allow construction activities during daylight hours (between 7:00 a.m. and 7:00 p.m.). Initial Study #00-31 identified mitigation measures to reduce the noise during construction. These measures would be applicable to this project as well.

Operational Noise

Noise from the apartment complex would be primarily traffic related. Although there could be some noise from outdoor activities such as use of the community pool. However, the buildings are sited along the perimeter of the site with all the parking and amenities such as the pool and open space areas on the interior of the site. This design would buffer any noise from the complex escaping into the surrounding neighborhood. These noise levels are not expected to exceed the normally acceptable level of 60 dB as established in the General Plan.

Mitigation Measures:

K-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

2) **Less Than Significant Impact with Mitigation**

Refer to Item 1 above regarding construction noise and the need for mitigation measures.

K-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

3) **Less Than Significant Impact**

The ambient noise level will increase due to the project as described in Item 1 above. However, it is not expected to increase to a level of significance.

4) **Less Than Significant Impact**

The project construction will cause temporary and periodic increases in the ambient noise level. The operation of the proposed project will cause a slight increase in the ambient noise level. However, because the construction noise will only be temporary and the increase in noise generated from the site is minimal, the impacts are less than significant.

5) **No Impact**

The project is not located within an airport land use plan. Therefore, there will be no impact.

6) **No Impact**

The project is not located within the vicinity of a private airstrip. Therefore, there is no impact.

L. Population and Housing

SETTING AND DESCRIPTION

The implementation of the proposed project would result in the construction and operation of 136 apartments units, an office/lounge building, community swimming pool, and required parking area. The project site is located on a vacant lot surrounded by urban uses.

Expected Population and Employment Growth

According to the State Department of Finance, the City of Merced's population in 2014 was estimated to be 81,130. Population projections estimate that the Merced SUDP 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)?			✓	
2) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
3) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

1) **Less Than Significant Impact**

Temporary construction-related jobs would result due to the construction of the project, but it is unlikely that construction workers would need to relocate to Merced in order to work temporarily on the project site. With 136 apartment units and with an estimate of approximately 3 persons per unit, the population of the site will increase to 408 persons or 0.5% of the City's 2014 population of 81,130 (as estimated by the California Department of Finance). Therefore, this is a less than significant impact.

2) **No Impact**

There are no existing homes on the site, therefore this is no impact.

3) **No Impact**

There are no existing homes on the site, therefore this is no impact.

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 is located in the downtown area at 16th and G Streets. The City also has four other stations throughout the City. Station #53, located at 800 Loughborough Drive, would serve the project site.

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.

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

Unit Type	Elementary (K-8) (Students per unit.)	Middle School (Students per unit.)	High School (9-12) (Students per unit.)
Multi Family	0.459	0.100	0.109

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
M. Public Services. 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:				
Fire Protection?			✓	
Police Protection?			✓	
Schools?			✓	
Parks?			✓	
Other Public Facilities?			✓	

1) **Less Than Significant**

Fire Protection

The project site is located within Fire District #3 and would be served by Fire Station #53, located at 800 Loughborough Drive. The response from this station would meet the desired response time of 4 to 6 minutes, citywide. The proposed change in land use designation would not affect the fire protection, but construction of the apartment complex 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.

2) **Less Than Significant**

Police Protection

Development of the project would require additional police services in the area due to developing a vacant lot. The developer shall be required to pay all impact fees (PFFP) to help fund police services for the site. Payment of PFFP's is a requirement of all new development.

3) **Less Than Significant**

Schools

Based on the table provided in the "Settings and Description" section above, the proposed project would generate 62 Kindergarten through 6th Grade students, 14 Middle School Students (7th & 8th Grade), and 4 High School students.

Under the Leroy F. Greene School Facilities Act of 1988, the satisfaction of the developer of his statutory fee under California Government Code §65995 is deemed "full and complete mitigation" of school impacts.

4) **Less Than Significant**

Parks

The development of the apartment complex would not trigger the need to construct a new park in the area. The site is within the vicinity of Fahrens Park and Merced College which provides a large open space area. The site is adjacent to the City's Dog Park and a large open space area will be provided on the site in the area designated as a floodway (see Attachment G).

Payment of the fees required under the Public Facilities Financing Program (PFIF) and formation of a Community Facilities District will be required at time of building permit issuance to help fund future parks and maintenance of existing parks.

5) **Less Than Significant**

Other Public Facilities

The development of the project will 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 (PFIF) and formation of a Community Facilities District will 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. A small neighborhood park, the Fahrens Creek Bike Path, and City Dog Park are located within close proximity of the subject site (Attachment H).

	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 the Significant Impact**

Development of the project may cause an increase in the use of parks in the area. However, the development would not generate an increase in population (approximately 400 people) to an extent that would be detrimental to the parks or other recreational facilities. The project is located close to a bike path and to the dog park, but the number of people anticipated to use these facilities would not be substantial enough to cause deterioration of the facilities. Additionally, the impact to other parks in the area would not be substantial. However, through the payment of fees into the Community Facilities District, maintenance of these facilities would be funded and any impacts would be reduced to a less than significant level.

2) **Less the Significant Impact**

The project is not responsible for the construction or expansion of any recreational facilities.

O. Transportation/Traffic

SETTING AND DESCRIPTION

The project is located at the southeast corner of Pacific Drive and Horizons Avenue (both local roads). The project site also fronts Stinson Drive (refer to site plan at Attachment D). The proposed project includes a 136-unit apartment complex and 228 parking spaces. The site design includes two driveway entrances. The main entrance would be on Horizons Avenue and a secondary entrance would be on Stinson Drive. Full circulation throughout the site is provided from both entrances.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
O. Transportation/Traffic. Would the project:				
1) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e. result in a substantial increase in either vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?		✓		
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roadways?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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**

Trip Generation:

The project consists of 136 apartments and is located at the southeast corner of Pacific Drive (Collector Road) and Horizons Avenue (Local road). The project also has frontage along Stinson Drive (local road) between Compass Pointe Avenue (Collector Road) and Horizons Avenue (refer to location map at Attachment A). The subject site consists of 10.4 acres, but because of the floodway on the southern end of the property, only 7.4 acres (approximately) are developable. Access to the site would be from the main driveway on Horizons Avenue or the secondary driveway on Stinson Drive.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual (8th Edition), the Average Daily Trips (ADT's) for Apartments based on the number of units is 6.65 trips per unit. Based on this rate, the project would generate 904 Average Daily Trips. Peak Hour Trips (PHT's) for one hour between 4 and 6 p.m. are calculated at a rate of .62 trips per unit resulting in 84 PHT's.

If the gross site area was developed at maximum density under the current land use designations (without a reduction due to the floodway), the area designated for Village Residential would generate 798 ADT's and 74 PHT's. The area designated as Low Density Residential would generate 345 Average Daily Trips and 36 Peak Hour Trips. Based on this, the total Average Daily Trips for this site would equal 1,143 ADT's and the Peak Hour Trips would equal 110 PHT's. Therefore, if the site was developed at maximum density under the current land use designations, the traffic generated would be more than that of the proposed development. Therefore, this is a less than significant impact.

The major roadways surrounding the site are R Street to the east, North Highway 59 to the west, and Yosemite Avenue to the south. According to Table 4.4 (Merced SUDP/SOI

Arterial Street System Traffic Volume & Level of Service) of the *Merced Vision 2030 General Plan*, R Street and Yosemite Avenue are currently operating at an acceptable level of service. The General Plan designates a Level of Service (LOS) D as an acceptable level for traffic flow. Based on projections for 2030 (General Plan Buildout), R Street would be operating at an LOS F between Olive Avenue and Yosemite Avenue and would be operating at an LOS C+ from Yosemite Avenue to Cardella Road. Yosemite Avenue is expected to maintain its current level of service of C+ at General Plan Buildout. North Highway 59 is currently operating at an LOS F from Olive Avenue to Yosemite Avenue which is below the acceptable level of service (LOS) established by the General Plan. According to the projections for 2030, this roadway segment is expected to improve to an acceptable level of LOS D.

Although the level of service for R Street is expected to drop below an acceptable level at General Plan Buildout, it would not be due to this proposed change. Therefore, this project is not responsible for any future improvements to R Street. The same is true for North Highway 59. Even though it currently operates at an unacceptable level (LOS F), this project is not responsible for any improvements to this roadway. The proposed project would not generate enough traffic on any of the City's major roadways to reduce the level of service below an acceptable level. The Public Facilities Impact Fees and Regional Transportation Impact Fees for the project will pay for its impacts to regional and City roadways.

Although the traffic generated by this project does not cause a significant impact, the project is responsible for complying with all previous mitigation measures dealing with traffic and circulation approved with the annexation of this site.

Mitigation Measures:

O-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment E).

2) **Less Than Significant**

As described above, the project fronts on Pacific Drive, a Collector Road and Horizons Avenue and Stinson Drive, both local roadways. As described above, two of the three major roadways near the site currently operate at an acceptable level of service. North Highway 59 is currently operating at an LOS F. However, this project would not be generating enough traffic to drop the existing levels of service below their current levels. Therefore, this impact would be less than significant.

3) **Less Than Significant**

The project will not result in any changes to air traffic patterns. The project site is not located within an airport use zone or in the vicinity of a private airstrip.

4) **Less Than Significant**

The project will not increase hazards due to a design feature or incompatible uses. The roadway design surrounding the project was adopted with the City's General Plan. No changes to the roadway design are being considered with this project.

5) **Less Than Significant**

The project site can be accessed from Horizons Avenue via Pacific Drive or from Stinson Drive via Compass Pointe Avenue. By providing two access points, the project provides sufficient emergency access. This impact is less than significant.

6) **Less Than Significant**

The project will not conflict with any policies, plans, or programs supporting alternative transportation.

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 outage. 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 system delivered 20.75 million gallons of drinking water per day in 2009 to approximately 20,269 residential, commercial, and industrial customer locations. 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.

	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?			✓	
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 proposed project would be served by the City's wastewater treatment plant which was recently upgraded to increase the capacity to 12 mgd. Future improvements planned from the facility will add another 8 mgd in capacity for a total of 20 mgd. This capacity is sufficient for serving this project and other future developments within the City of Merced.

2) **Less Than Significant Impact**

The project is expected to use approximately 41,888 gallons of water per day in water and to produce approximately 34,952 gallons of sewage per day. The City's current water system is capable of handling this increase as is the City's wastewater treatment plant. No additional facilities are required.

3) **Less Than Significant Impact**

Storm water from the development is required to be captured on-site and metered into the City's storm drain system. The City's current storm drain system is sufficient to serve this development. No new facilities or expansions of existing facilities is needed.

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.

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 apartment complex. According to the *Merced Vision 2030* General Plan DEIR, the landfill has capacity to serve the City through 2030.

7) **Less Than Significant Impact**

All construction on the site would be required as a condition of approval to comply with all local, state, and federal regulations regarding solid waste, including recycling.

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?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 probably future projects?)			✓	
3) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

1) **Less Than Significant Impact**

As previously discussed in this document, the project could have the potential to adversely affect biological resources or cultural resources because such resources are located close to the project site. However, 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 development of the proposed change 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 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.

The project applicant provided a Greenhouse Gas study for this project prepared by Rincon Consultants, Inc. (Attachment I). The study analyzed the emissions associated with the proposed project construction and operations.

The City of Merced has not developed or adopted a CEQA threshold for determining the significance of GHG emissions at the project-level. The San Joaquin Valley Air Pollution Control District (SJVAPCD) thresholds were recommended for use in the study. Based on the SJVAPCD, the proposed project would have a less than significant impact if it achieves at least a 29 percent reduction in GHG emissions compared to business as usual (BAU). This reduction is consistent with the AB 32 Scoping Plan (2008).

To determine whether the proposed carwash would result in a 29 percent reduction in BAU GHG emissions, two emissions scenarios were calculated and compared:

BAU Scenario – is reflective of a realistic project scenario that would occur absent project design features and state regulations enacted as a result of AB 32, and is consistent with SJVAPCD's and the Air Resources Board's (ARB) definition of "business as usual."

Project Scenario – is also reflective of a realistic project scenario that includes voluntary project design features and further state regulations enacted as a result of AB 32. The project design features and state regulations accounted for in the Project Scenario include use of energy efficient (LED) lighting, recycled water, efficient irrigation systems, recycling, as well as Renewable Portfolio Standard, Low Carbon Fuel Standard, and Pavley Standards.

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.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
R. <u>Greenhouse Gas Emissions.</u> 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**

(The following is an excerpt from the Greenhouse Gas Study provide by Rincon Consultants, Inc. - Attachment I.)

The proposed project would result in GHG emissions from both short-term construction activities and on-going operations. Construction of the proposed project would temporarily generate GHG emissions from the use of construction equipment and vehicle trips made by construction workers and delivery trucks that would travel to and from the project site. Under both the BAU Scenario and Project Scenario, project construction is estimated to generate 472.6 MT CO2E total. To evaluate GHG emissions from project construction, however, construction emissions are amortized over the life of the project (approximately 30-years) and added to the operational emissions. As shown in Table 1, both the BAU Scenario and Project Scenario would generate approximately 15.8 MT CO2E per year when amortized over a 30-year period.

Operation of the proposed project would result in GHG emissions from the following primary sources: energy (electricity and natural gas used on-site), mobile (on-road mobile vehicle traffic generated by the project), solid waste disposal by the land use, water usage by the land use, and area sources (landscaping equipment). As shown in Table 1, operation of the project would generate 2,499.3 MT CO2E per year under the BAU Scenario and 1,668.2 MT CO2E per year under the Project Scenario (a difference of 811.1 MT CO2E per year).

This difference in operational GHG emissions can be attributed to the voluntary project features (i.e., on-site solar energy, high efficiency lighting, low-flow fixtures, water-efficient landscaping systems, pedestrian access, bicycle parking, and destination accessibility), the Renewable Portfolio Standard, Title 24 Energy Efficiency Building Standards, Low Carbon Fuel Standard, and Pavley I Standard, which were applied to the Project Scenario.

Table 1: Project-related GHG Emissions for BAU Scenario and Project Scenario

Source	**GHG Emissions (MT CO_2E per**	
	BAU Scenario	**Project Scenario**
Construction Emissions		
Mobile (30-year amortization)	15.8	15.8
Construction Emissions Subtotal	***15.8***	***15.8***
Operational Emissions		
Area	1.7	1.7
Energy	440.0	334.8
Mobile	1,977.2	1,267.7
Solid Waste	28.4	28.4
Water	52.0	35.6
Operational Emissions Subtotal	***2,499.3***	***1,688.2***
Total GHG Emissions	**2,515.1**	**1,704.0**

As shown in Table 2, total emissions under the BAU Scenario would be 2,515.1 MT CO2E per year and total emissions under the Project Scenario would be 1,704.0 MT CO2E per year (a total difference of 811.1 MT CO2E per year).

Table 2: Summary of Project Reduction from BAU Scenario

	GHG Emissions (MT CO2E per Year)
BAU Scenario Total	2,515.1
Project Scenario Total	1,704.0
Difference Between BAU and	811.1
Percent Reduction from BAU	**32%**
SJVAPCD Threshold	**29%**
Project Meets or Exceeds Threshold (less-than-significant)	**Yes (Less-than-Significant)**

Based on the SJVAPCD's recommended threshold, GHG emissions from the proposed project would be less than significant if the Project Scenario emissions are at least 29 percent below BAU Scenario emissions. As shown in Table 2, the Project Scenario would reduce BAU Scenario emissions by 811.1 MT CO2E per year, or approximately 32 percent, which is greater than the 29 percent threshold. Therefore, GHG emissions from the proposed project would be less than significant.

2) **Less Than Significant Impact**

(The following is an excerpt from the Greenhouse Gas Study provide by Rincon Consultants, Inc.)

Assembly Bill (AB) 32 identifies a statewide target to reduce GHG emissions to 1990 levels by 2020, which is equivalent to "cutting approximately 30 percent from business-as-usual emission levels projected for 2020, or about 15 percent from today's levels" (Scoping Plan, 2008). The City's Climate Action Plan (2012) also establishes a target to reduce GHG emissions 15 percent below 2008 levels, consistent with AB 32 and its Scoping Plan. Construction and operation of the proposed project would achieve a 32.4 percent reduction in GHG emissions compared to BAU, which exceeds the reduction targets identified in the Scoping Plan and City's Climate Action Plan.

In addition, the proposed project would support many of the goals identified in the Climate Action Plan. The project would help reduce vehicle miles traveled by providing bicycle parking and pedestrian access and being located within a quarter mile of a transit stop, less than a mile from Merced College, and adjacent to the Fahrens Creek multi-use trail. In addition, the project would facilitate energy conservation and renewable energy goals in the Climate Action Plan by installing on-site solar photovoltaic systems and high efficiency lighting. The proposed project would also facilitate water conservation through low-flow fixtures and water-efficient irrigation systems. As such, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions and impacts would be 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.

February 12, 2015

Julie Nelson, Associate Planner

for

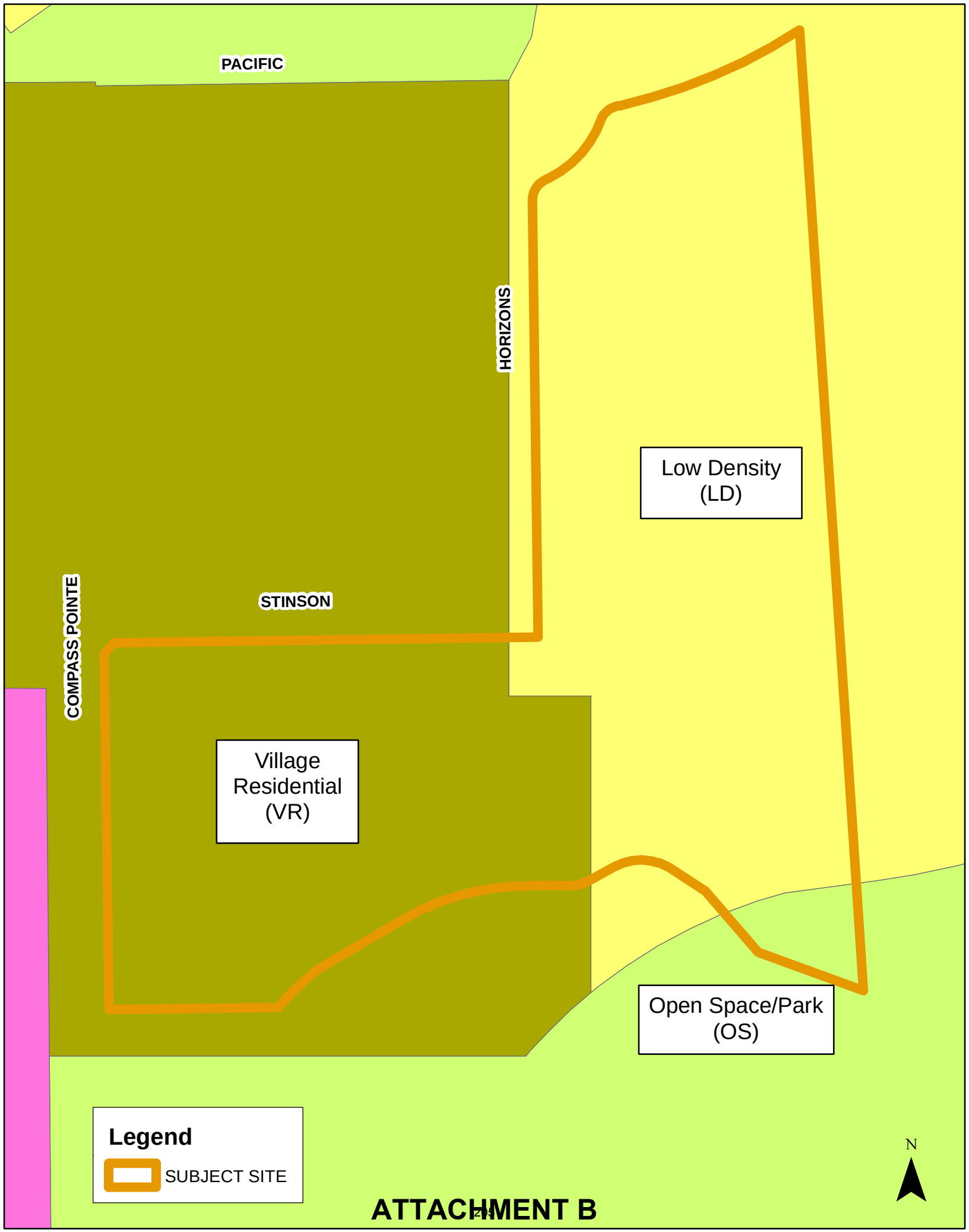
David Gonzalves, Director of Development Services
Environmental Coordinator
City of Merced

Distributed for Public Review: February 12, 2015

Attachments:

A) Location Map
B) General Plan Designations
C) Specific Plan/SUP Map
D) Site Plan
E) Mitigation Monitoring Program – Pending Annexation #00-03
F) Wildlife Observed List
G) Floodway Map
H) Recreation Areas
I) Greenhouse Gas Study
J) Public Hearing Notice
K) Notice Area Map
L) Mitigation Monitoring Program – Initial Study #14-26

ATTACHMENT A

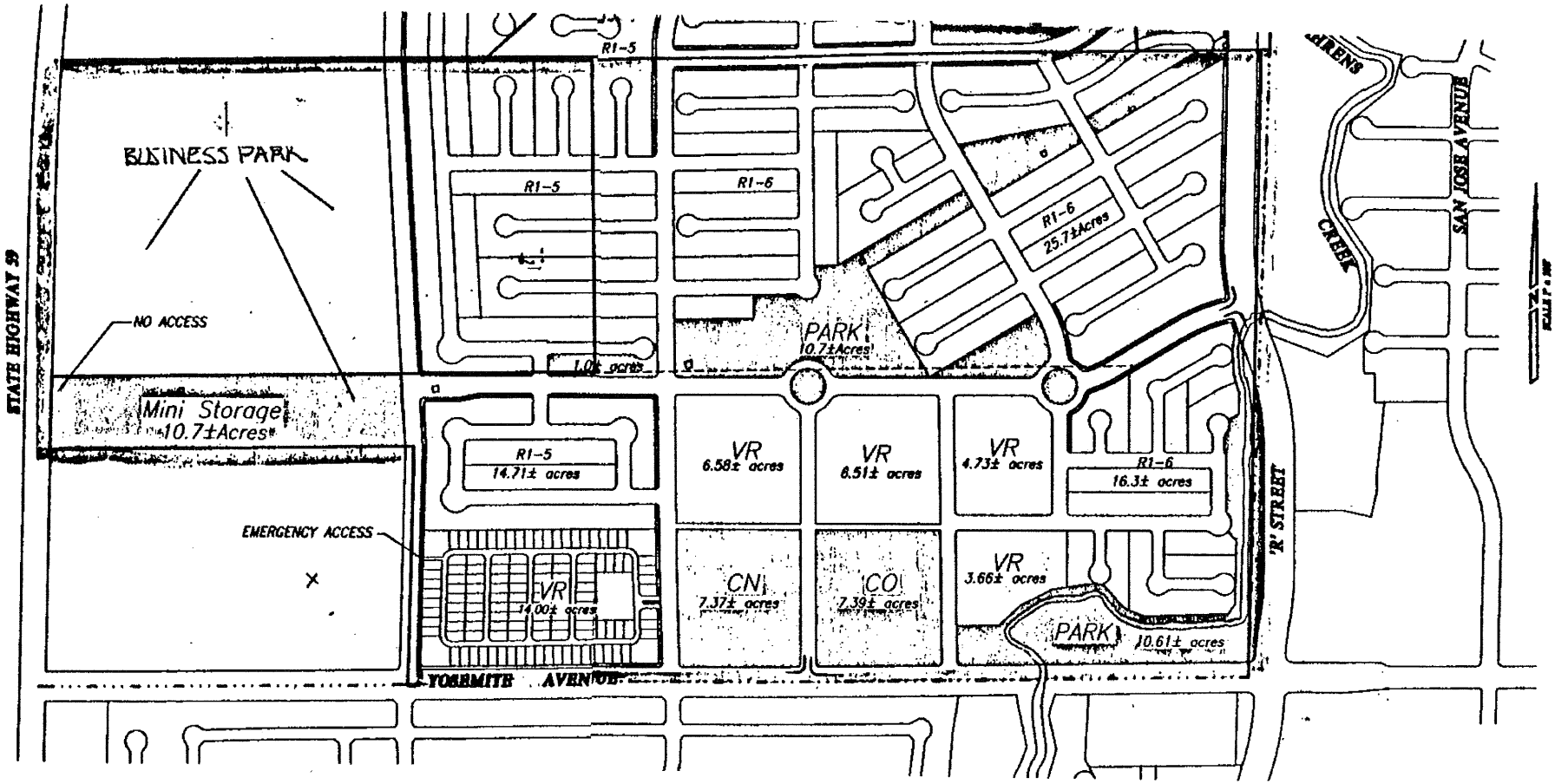


ATTACHMENT B

ATTACHMENT C

FAHRENS CREEK SPECIFIC PLAN MAP

SITE UTILIZATION PLAN FOR PLANNED DEVELOPMENT (P-D) #46



PLANNED DEVELOPMENT DESIGNATIONS:

VR = VILLAGE RESIDENTIAL

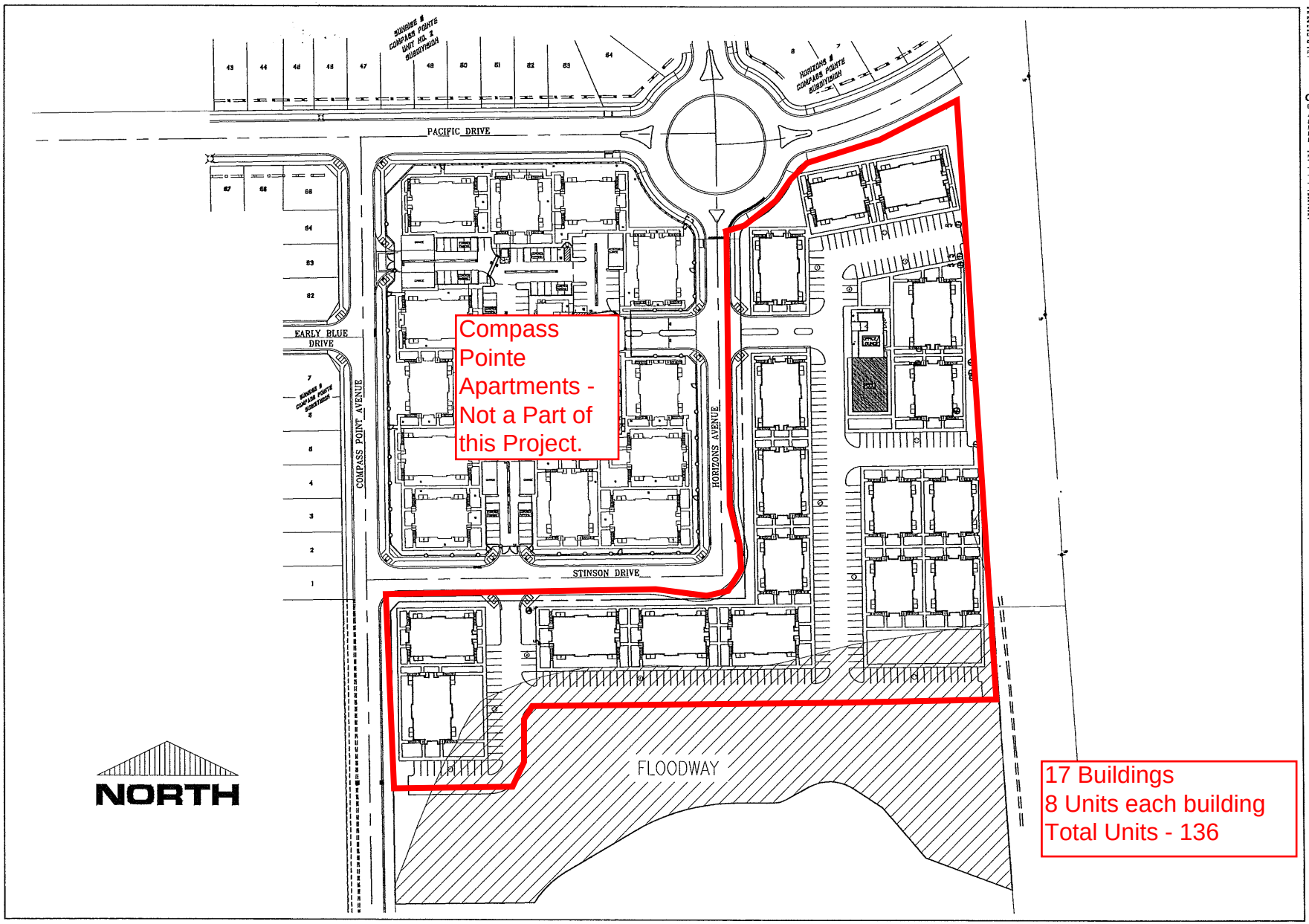
CO = PROFESSIONAL, ADMINISTRATIVE & COMMERCIAL OFFICE

CN = NEIGHBORHOOD COMMERCIAL

R-1-6/R-1-5 SINGLE FAMILY RESIDENTIAL

FAHRENS CREEK SPECIFIC PLAN

ATTACHMENT D



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SITE PLAN
APARTMENT COMPLEX
APN: 206-070-006
CITY OF MERCED
CALIFORNIA

SHEET CONTENTS
SITEPLAN

PREPARED FOR
STEINER DEVELOPMENT
554 E. BELLEVUE ROAD, SUITE B
ATWATER, CA 95301
209-070-006

PROJECT DATA
Date: AUGUST 2014
Checked By: JX
Drawn By: KLF
Job No.: 14096

SHEET NUMBER
C1.0

EXPANDED INITIAL STUDY #00-31
for
FAHRENS CREEK ANNEXATION
TO THE CITY OF MERCED

Appendix C
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 the Fahrens Creek Annexation shall run with the real property that is the subject of Annexation Application #00-31 to the City of Merced. 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 Fahrens Creek Annexation 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.

Fahrens Creek Annexation to the City of Merced
Expanded Initial Study #00-31: Mitigation Monitoring Program (2)

General Plan Mitigation Measures

As a second tier environmental document, the *Expanded Initial Study for the Fahrens Creek Annexation to the City of Merced* incorporates some mitigation measures adopted as part of the *Merced Vision 2015 General Plan Program Environmental Impact Report* (SCH# 95082050), as mitigation for potential impacts of the Project. Therefore, following the Fahrens Creek Annexation Mitigation Monitoring Checklist (starting on page A-15) is a list of these relevant General Plan mitigation measures along with the General Plan Mitigation Monitoring Checklists (Forms A and B) to be used to verify that the General Plan mitigation measures have been met.

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 City Planner in written form providing specific information on the asserted violation. The City Planner shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City Planner 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 the Fahrens Creek Annexation. The columns within the tables are defined as follows:

Mitigation Measure: Summarizes the Mitigation Measure (referenced by number) identified in Expanded Initial Study #00-31.

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.

Verification: These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Fahrens Creek Annexation
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).

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	A. EARTH			
A-1	Grading and excavation shall be conducted according to City of Merced standards to reduce the effects of disruptions, displacement, compactions, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-2	The Project applicants shall prepare grading plans for individual projects for review and approval by the City of Merced Inspection Services, Engineering, and Public Works Departments prior to approval of building permits. The grading plans shall include the nature and extent of work proposed, phasing, and minimize the effects of disruptions, displacement, compaction, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-3	Prior to approval of any improvement or building plans, the City shall review plans for drainage and storm water run-off control systems and their component facilities, as required, to ensure that these systems are non-erosive in design.	*Tentative Map* *Building Permit*	*City Engineering & Public Works*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
A-4	Upon completion of construction, subsequent Projects 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, subject to the approval of the City.	*Certificate of Occupancy*	*City Inspection Services*	
A-5	Projects under review shall be required to submit temporary erosion control plans for construction activities.	*Building Permits*	*City Inspection Services*	
A-6	Prior to the issuance of a building permit, the applicant shall design all structures according to the Uniform Building Code Seismic Section 3.	*Building permits*	*City Inspection Services*	
A-7	A soils report shall be prepared by a qualified soils or civil engineer, consistent with the provisions of the State Subdivision Map Act, prior to approval of a final subdivision map or building permit, if applicable as required by Merced Municipal Code.	*Final Maps*	*City Engineering & Public Works*	
A-8	Building plans shall be reviewed by a registered engineer specializing in geo-technical assessments to ensure that the soils can support the load.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
	B. AIR			
B-1	All active portions of construction sites, earthen access roads, and material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. Where feasible, reclaimed water shall be used.	*Building Permits*	*City Inspection Services*	
B-2	All clearing, grading, earth moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour.	*Building Permits*	*City Inspection Services*	
B-3	All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	*Building Permits*	*City Inspection Services*	
B-4	The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. This can be accomplished by mowing instead of disking for weed control and seeding and watering inactive portions of the construction site until grass is evident, if construction time frames warrant.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
B-5	Construction site vehicle speeds shall be limited to 15 miles per hour.	*Building Permits*	*City Inspection Services*	
B-6	If used, petroleum-based dust palliatives shall meet the road oil requirements of the District's rule regarding Cutback Asphalt Paving Materials.	*Building Permits*	*SJVUAPCD*	
B-7	Streets adjacent to the Project site shall be swept as needed to remove silt and/or mud that may have accumulated from construction activities. The streets are required to be wet prior to or in conjunction with rotary sweeping.	*Building Permits*	*City Inspection Services*	
B-8	All internal combustion engine-driven equipment shall be properly maintained and well tuned according to the manufacturer's specifications.	*Building Permits*	*City Inspection Services*	
B-9	When reasonably available and economically feasible, diesel powered or electric equipment shall be utilized in lieu of gasoline powered engines.	*Building Permits*	*City Inspection Services*	
B-10	Construction activities shall minimize obstruction of through traffic lanes adjacent to the site and a flag person shall be retained to maintain safety adjacent to existing roadways.	*Building Permits*	*City Inspection Services*	
B-11	Prior to issuance of a grading permit, the project will be required to comply with District Regulation VIII. Specifically, the rules that apply to this project are: Rule 8010 (Administrative Requirements) and Rule 8020 (Construction, Demolition, Excavation, and Extraction Activities). Additional rules that may apply to this project depending on construction practices employed are: Rule 8030 (Handling and Storage of Bulk Materials), Rule 8060 (Paved and Unpaved Roads), and Rule 8070 (Parking , Shipping, Receiving, Transfer, Fueling, and Service Areas).	*Building Permits*	*SJVUAPCD*	
B-12	At the City Planner's discretion, subsequent projects within the Project boundaries may be required to submit an air quality analysis to the City prior to construction. Such studies shall outline any impacts associated with specific processes or activities to be present on-site.	*Site Plan Approval*	*City Planning*	
(B-13)	(General Plan 1-d) Development construction activity shall implement appropriate dust (PM10) suppression techniques as required by the SJVRAPCD.	*Building Permit/Construction*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
C. WATER			
C-1 Prior to approval of a Final Map or subsequent development projects, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet Project demands and that improvements are consistent with the *Merced County Critical Area Flooding and Drainage Plan* and any updates.	*Tentative Maps*	*City Engineering & Public Works*	
C-2 Prior to alteration or removal of the existing elevated YVRR roadbed in the eastern portion of the project area, the property owner shall demonstrate, through competent analysis acceptable to the City of Merced, what effect removal of the roadbed will have on area flood waters delineated in the Special Flood Hazard Area identified on the east side of the roadbed, including impacts to other properties.	*Tentative Maps* *Building Permits* *Conditional Use Permits/Site Plan Approvals*	*City Engineering & Public Works*	
C-3 Prior to approval of subsequent development projects, the applicants shall demonstrate to the City that temporary erosion control measures will be followed during construction.	*Building Permits*	*City Inspection Services*	
C-4 As individual projects are determined, the applicants shall provide detailed information to the City regarding projected water usage. The applicants shall provide all water system needs (including wells, water mains, etc.) for individual projects or pay equivalent fees to insure the construction of the necessary water infrastructure.	*Building Permits/ Parcel Maps*	*City Engineering & Public Works*	
C-5 Industrial users shall recycle their own water if feasible and implement water conservation measures and techniques as determined for individual projects.	*Building Permits*	*City Engineering & Public Works*	
C-6 Areas within 100-year flood plains will be required to comply with all pertinent provisions of the City's Flood Damage Prevention Ordinance (MMC 17.48) and all updates. (C-7) (General Plan 2-a) When site-specific development proposals with direct discharge into the area's surface water system are submitted to the City for review and action, Best Management options should be evaluated to determine need and feasibility.	*Building Permits* *Subdivision maps/Parcel maps/ Building permits*	*City Inspection Services & Engineering Engineering*	
(C-8) (General Plan 2-b) Water conservation policy of the City should be periodically reviewed to determine need, appropri- ateness, and feasibility of implementing conservation practices suggested in the Merced Water Supply Plan.	*Subdivision maps/Parcelmaps/ Conditional Use Permits*	*Engineering/Public Works/ City Planning*	

ATTACHMENT E - Page 6

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	E. ANIMAL LIFE			
E-1	If any future development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey should be conducted by a qualified biologist to determine whether nesting activities are taking place within appropriate portions of the project area covered by this species assessment (Appendix A) (Fahrens Creek corridor from the west edge of "R" Street to the north edge of Yosemite Avenue).	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
E-2	With regard to the Giant Garter Snake, for any development taking place in proximity to the Fahrens Creek corridor, from the west edge of "R" Street to the north edge of Yosemite Avenu: a) provide environmental awareness training to contractors doing work in this area; b) restrict construction along the Creek to only the snake's active season (May 1 through September 30); and c) have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
	F. NOISE			
F-1	A 6 foot or higher sound wall or earthen berm (or combination of both), or some other acceptable method for achieving comparable noise reduction, may need to be constructed to meet the City's outdoor noise level standards of DNL 60dB for new residential development adjacent to perimeter arterials (Yosemite Avenue and "R" Street). Depending upon the DNLs and the acoustical shielding provided by the first row of buildings (if any), existing and new residential development located a greater distance from the perimeter arterials may require lower sound walls or a combination of sound attenuation measures. As an alternative to sound walls, new dwelling units may be oriented so that the outdoor use areas would be shielded by the building. As necessary detailed noise projections should be prepared to corroborate earlier noise studies/projections and actual height requirements for sound walls, prior to recordation of final maps for each phase of residential development falling within applicable noise zones.	*Final Maps* *Building Permits*	*City Planning*	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
F-2 Project residential developments constructed within pertinent noise zones in proximity to Yosemite Avenue and "R" Street would require sound-rated windows, as well as sound-rated exterior wall assemblies where necessary, or other acceptable methods of sound attenuation to achieve comparable noise reductions, to be consistent with the 45 dB interior noise level maximum.	*Final Maps* *Building Permits*	*City Planning*	
F-3 Trucks used for the development of Fahrens Creek will be required to use the City's designated truck routes, to be demonstrated by the project applicant through the submittal of a construction traffic plan to the City Engineer prior to the issuance of grading permits.		*City Planning* *City Inspection Services*	
F-4 All construction activity shall be conducted in accordance with City of Merced standards for times of operation.	*Building Permits*	*City Inspection Services*	
F-5 Grading and construction activity shall be limited to daylight hours(between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	*Building Permits*	*City Inspection Services*	
F-6 In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	*Building Permits*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
G. LIGHT AND GLARE			
G-1 The applicants shall utilize lighting fixtures of minimal wattage necessary to provide adequate lighting for security, industrial operations, and circulation. Light spill shall be controlled by baffles, cut-off lenses, and fixture height necessary to minimize spill-over onto adjacent properties. Prior to building permit approvals, lighting plans shall be submitted for review by the City which specifies lighting type, location, and methods for minimizing spill.	*Building Permits*	*City Planning*	
M. TRANSPORTATION /CIRCULATION			
M-1 The Project shall pay all fees as required under the City's Public Facilities Impact Fees (Chapter 17.62 of the Merced Municipal Code).	Certificate of Occupancy	City Planning & City Engineer	
M-2 The developer shall construct all collector, local, or cul-de-sac streets within the Project boundaries to their ultimate right-of-way with full frontage improvements as defined by the City of Merced Standard Designs for all Engineering Structures and the Merced Vision 2015 General Plan and any amendments thereto. This will include its proportional share of the proposed Reverse Frontage Road North-South Collector to be located along the west boundary of AREA A/east boundary of AREA B (and, if included, along the east boundary of AREA C), and any new interior streets within the Project boundaries. The timing of construction of the improvements is to be governed by the Subdivision Map Act and/or local ordinance.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-3 The developer shall dedicate half the required right-of-way for all arterial and higher order streets adjacent to the Project boundaries as defined in the *Merced Vision 2015 General Plan*. This includes both Yosemite Avenue and "R" Street (each adjacent to AREA A), as well as Highway 59 (currently several design concepts are under study/evaluation by Caltrans) adjacent to AREA B (and, if included, AREA C). Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of right-of-way dedication exceeds the City's development standards for a collector street (currently 74 feet for a collector street located entirely within the Project and 37 feet for a collector abutting the Project), then the developer is eligible for reimbursements in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional dedication.	Tentative Maps/Site Plan Reviews	City Planning & Engineering	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
M-4 The developer shall construct the "collector equivalent" (74 feet) portion of the right-of-way, along with full frontage improvements along the Project boundaries and at least one travel lane in each direction, for all arterial and higher order streets within the Project boundaries. Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of street improvements exceeds one-half of a "collector equivalent" street for a project fronting only one side of the street, the project is eligible for reimbursement for the cost of improvements exceeding the one-half "collector equivalent" in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional improvements.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-5 The owner of each adjacent corner within AREA A shall be responsible for one-quarter of the cost of a traffic signal, to City standards and the satisfaction of the City Engineer, at each quarter mile/half-mile collector intersection with Yosemite Avenue, as well as the intersection of Lehigh Drive (extended) with "R" Street, whenever warrants are met in the judgment of the City Engineer. In such a case, installation of an intersection traffic signal by one developer could even be required at any of these locations by the City Engineer prior to full build-out and adjacent properties, if warrants are met, subject to adopted reimbursement requirements. Security shall be determined at the time of first subdivision map or other discretionary action.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
(M-6) (General Plan 7a) Appropriate traffic studies shall be prepared for all development projects which can be expected to reduce a road segment or intersection level of service below "D." (Note: Studies are not anticipated, based upon current projections, but could be required in the event of furture changes).	Subdivision Map/ Conditional Use Permit	Engineering	
(M-7) (General Plan 7b) The City shall require all development proposals to contribute, based on their proportionate share of impact, to circulation system improvements necessary to maintain at least a level of service "D" on all road segments and intersections impacted by the development project.	Subdivision Map/ Conditional Use Permit	Engineering/Planning/ Finance	

	N. PUBLIC SERVICES			
	FIRE			
N-1	The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.	Tentative Maps/ Parcel Maps Building Permits	City Planning & Fire	
	SCHOOLS			
N-2	Careful coordination is required between City, developer(s), and School District regarding phasing of infrastructure improvements within the general area, to achieve safe, adequate access for both school construction and operation.	Tentative Maps/ Parcel Maps Building Permits	Planning staff, City Engineer, and City School District	
N-3	Prior to the issuance of building permits, the applicant shall be responsible for the payment of school facility impact fees as adopted by the Merced City School District and Merced Union High School District.	Building Permits	City School District and MUHSD	
(N-4)	(General Plan 8-c) Site designs will need to be reviewed to assure that development does not hinder efficient and cost-effective public services delivery.	Tentative Maps/ Parcel Maps/ Conditional Use Permits	Planning staff, City Engineer, and City School District	
(N-5)	(General Plan 8-d) Development projects will be required to pay public facilities impact fees as established by the City in accordance with the requirements of State law.	Building Permit	Planning Staff/ Finance	

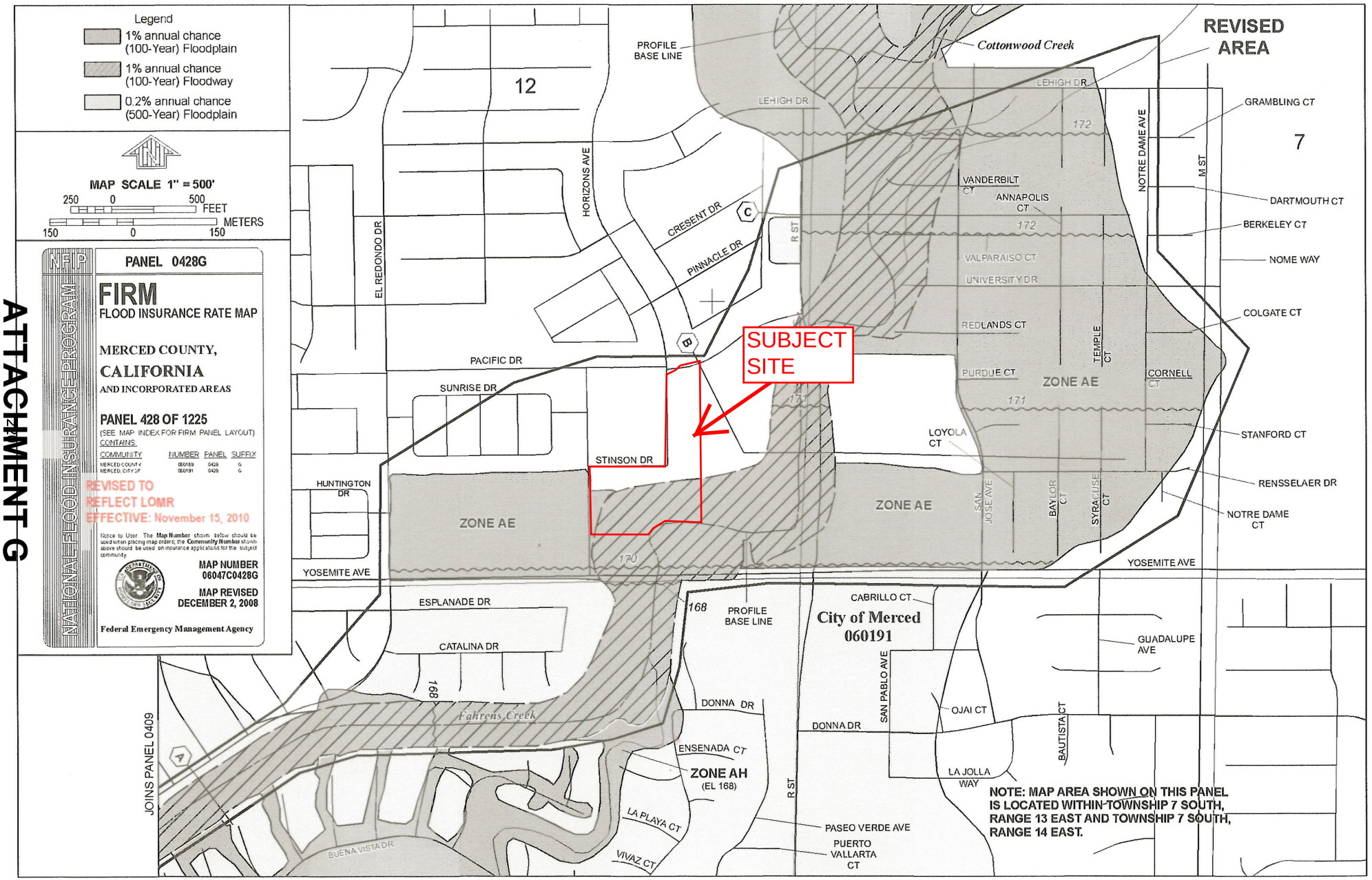
Mitigation Measure		***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	T. CULTURAL RESOURCES			
T-1	If evidence of archaeological artifacts is discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	*Building Permits*	*City Inspection Services*	
T-2	On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	*Building Permits*	*City Inspection Services*	

ATTACHMENT E - Page 11

Wildlife Observed during the May 16, 2001 Field Survey
of the Fahrens Creek Development Project
City of Merced, California

Common Name	Scientific Name
Mammals	
Black-tailed jackrabbit	*Lepus californicus*
California ground squirrel	*Spermophilus beecheyi*
Birds	
Turkey vulture	*Cathartes aura*
Cooper's hawk	*Accipiter cooperii*
Red-tailed hawk	*Buteo jamaicensis*
Red-shouldered hawk	*Buteo lineatus*
Swainson's hawk	*Buteo swainsoni*
Mourning dove	*Zenaida macroura*
Western kingbird	*Tyrannus verticalis*
Ash-throated flycatcher	*Myiarchus cinerascens*
Black phoebe	*Sayornis nigricans*
Western scrub-jay	*Aphelocoma californica*
American crow	*Corvus brachyrhynchos*
Tree swallow	*Tachycineta bicolor*
Northern mockingbird	*Mimus polyglottos*
European starling	*Sturnus vulgaris*
Red-winged blackbird	*Agelaius phoeniceus*
Brewer's blackbird	*Euphagus cyanocephalus*
Northern oriole	*Icterus galbula*
Western meadowlark	*Sturnella neglecta*
House finch	*Carpodacus mexicanus*
Amphibians	
Bullfrog	*Rana catesbeiana*
Fish	
Mosquitofish	*Gambusia affinis*
Common carp	*Cyprinus carpio*

ATTACHMENT G



WILDCAT
BLACKBERRY
TWILIGHT
CRESCENT
SOLSTICE
ST TROPEZ
ORION
CLEMSON
Neighborhood Park
PINNACLE
SUNLIGHT
SUNUP
EARLYLIGHT
DAYBREAK
PACIFIC
SUNRISE
LARKSPUR
MEAD
HORIZONS
Bike Path
BRIGHTDAY
COMPASS POINTE
STINSON
SUBJECT SITE
City Dog Park
YOSEMITE
ESPLANADE
CATALINA
CLEARWATER
CLARO
MAZATLAN
DONNA
PASEO VERDE
DONNA
ENSENADA
ATTACHMENT H
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Greenhouse Gas Study for Compass Pointe Phase Two

December 18, 2014

Prepared by:

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
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Greenhouse Gas Study for Compass Pointe Phase Two

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Table 1: Project-related GHG Emissions for BAU Scenario and Project Scenario 7
Table 2: Summary of Project Reduction from BAU Scenario 7

Appendix

GHG Quantitative Analysis: CalEEMod Greenhouse Gas Model Reports

1.0 INTRODUCTION

This report is a greenhouse gas (GHG) emissions study for the proposed Compass Pointe Phase Two project in the City of Merced, California. The report was prepared by Rincon Consultants, Inc. under contract to Steiner Development, Inc. The purpose of this study is to evaluate whether the expected GHG emissions generated from construction and operation of the proposed project have the potential to cause significant environmental impacts. This assessment was conducted within the context of the California Environmental Quality Act (CEQA, California Public Resources Code Sections 21000, et seq.).

2.0 PROJECT DESCRIPTION

The proposed Compass Pointe Phase Two project involves the development of a residential apartment complex on a 10.4 acre parcel (APN 206-070-006) located east of Compass Pointe Avenue and south of Pacific Drive in the City of Merced.[1] The proposed project includes 17 two-story residential buildings with eight living units per building (total building area of 69,892 square feet), a 2,500 square foot community building, 228 parking spaces, and landscaping.

The proposed project includes a number of design features that will reduce GHG emissions. The project will include on-site solar photovoltaics that will generate approximately 20% of the electricity used by the project, high efficiency lighting, bicycle parking, pedestrian access and walkways, low-flow plumbing fixtures, and water-efficient irrigation systems. The amount of area covered by turf will be reduced by approximately 10% and 33 trees will be planted on-site. In addition, the project site is located approximately a quarter-mile from a CatTracks bus stop, adjacent to the Black Rascal Creek multi-use trail, and less than a mile from Merced College.

The project site is relatively flat and currently undeveloped. Project construction would involve site preparation, minor grading, paving, building construction, and architectural coating. Project construction is estimated to last approximately one year, with operation beginning in the second half of 2016.

3.0 SETTING

3.1 Environmental Setting

Greenhouse Gases and Climate Change. Climate change refers to any change in measures of climate, such as average temperature, precipitation, or wind patterns over a period of time. Climate change may result from natural factors, natural processes, and human activities that change the composition of the atmosphere and alter the surface and features of the land. Significant changes in global climate patterns have recently been associated with global warming, an average increase in the temperature of the atmosphere near the Earth's surface, attributed to the accumulation of GHGs in the atmosphere.

[1] The project site size is 10.4 acres; however, only roughly 6.2 acres are buildable due to the floodway in the southern portion of the parcel.

Greenhouse gases, or GHGs, trap heat in the atmosphere, which in turn heats the surface of the Earth. Some GHGs, such as carbon dioxide (CO_2), occur naturally and are emitted to the atmosphere through both natural processes and human activities. Other GHGs (e.g., fluorinated gases) are created and emitted solely through human activities. According to the United Nations Intergovernmental Panel on Climate Change (IPCC), there is high confidence (95 percent or greater chance) that the global average net effect of human activities has been the dominant cause of warming (by approximately 1.4°F) since the mid-20th century (IPCC, 2013).
The principal GHGs that enter the atmosphere as a result of human activities include:

- **Carbon dioxide (CO_2)** is primarily generated by fossil fuel (e.g., oil, natural gas, and coal) combustion from stationary and mobile sources. Carbon dioxide is also removed from the atmosphere (or "sequestered") when it is absorbed by plants as part of the biological carbon cycle.
- **Methane (CH_4)** emissions result from the decomposition of organic waste in landfills and livestock enteric fermentation. CH_4 is also emitted during the production and transport of coal, natural gas, and oil.
- **Nitrous oxide (N_2O)** is emitted during agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- **Fluorinated gases** (i.e., hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride) are emitted from a variety of industrial processes, such as aluminum and semiconductor manufacturing. Hydrofluorocarbons are used as refrigerants, aerosol propellants, solvents, and fire retardants and are released into the atmosphere through leaks, servicing, and disposal of equipment in which they are used. These gases are typically emitted in smaller quantities but are generally very strong GHGs.

Each of the GHGs listed above differs in its ability to absorb heat in the atmosphere, or in its Global Warming Potential (GWP) over a 100 year period. GHGs are compared in terms of their respective intensity factor per molecule given an atmospheric lifetime of 100 years. The IPCC defines the intensity factor of various GHG emissions on a normalized scale that recasts all GHG emissions in terms of "carbon dioxide equivalent" (CO_2E), which compares the gas in question to that of the same mass of CO_2 (CO_2 has an intensity factor of one by definition).

State and Local GHG Emissions Levels. In 2012, California produced 459 million metric tons (MMT) CO_2E (California Air Resources Board [ARB], 2014). The transportation sector was the largest source of emissions, accounting for approximately 37 percent of the total emissions. The industrial sector accounted for approximately 22 percent of the total emissions. The ARB has projected statewide unregulated GHG emissions for the year 2020 will be 507 MMT CO_2E (ARB, August 2013). These projections represent the emissions that would be expected to occur in the absence of any GHG reduction actions.

According to the City of Merced *2011 Inventory of Community and Government Operations GHG Emissions* (2014), the community as a whole emitted 505,579 metric tons (MT) CO_2E in 2011 resulting from transportation, commercial/industrial and residential energy use, solid waste generation, and other processes/fugitive emissions. The largest source of emissions was the transportation sector, which contributed to 42 percent of total emissions. Activities in the commercial/industrial and residential sectors resulted in the second and third greatest emissions (32 percent and 21 percent respectively).

Potential Effects of Climate Change. According to the California Environmental Protection Agency's (CalEPA) *2010 Climate Action Team Biennial Report*, potential impacts of climate change in California may include loss in snow pack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, loss of ecosystems and species, and more drought years. While there is growing scientific consensus about the possible effects of climate change at a global and potentially statewide level, current scientific modeling tools are unable to predict what local impacts may occur with a similar degree of accuracy. However, the *City of Merced Climate Action Plan* (2012) lists higher temperatures, flooding, and drought as the major potential climate hazards that may be exacerbated by climate change.

3.2 Regulatory Setting

State of California. In recent years, the State of California has enacted several laws to address the potential effects of increasing atmospheric concentrations of GHG emissions. In 2006, the State signed into law the California Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32, codified at Section 1, Division 25.5, Section 38500 et seq. of the California Health & Safety Code). This law sets a target to reduce statewide GHG emissions to 1990 levels (426.6 MMT CO_2E) by 2020 and represents California's fair share contribution toward stabilizing global warming. AB 32 also required the ARB to design and implement a plan identifying strategies and regulations to meet the statewide target. The resulting *Climate Change Scoping Plan* (2008 Scoping Plan), adopted in 2008, estimated that GHG emissions in the state need to be reduced by approximately 29 percent below 2020 "business-as-usual" (BAU) forecasted emissions (596 MMT CO_2E), or 15 percent below the GHG emissions levels at the time the 2008 Scoping Plan was prepared.[2] Key elements of the plan include:

- Adopting and implementing measures pursuant to existing state laws and policies, including California's goods movement measures, Clean Car Standards (Pavley Standard) and the Low Carbon Fuel Standard;
- Expanding energy efficiency and green building practices;
- Achieving a statewide renewables energy mix of 33 percent (Renewable Portfolio Standard);
- Reducing methane emissions from landfills;
- Developing a California cap-and-trade program;
- Targets for transportation-related GHG emissions;
- Increasing solid waste diversion; and
- Strengthening water efficiency programs.

In 2011, the ARB updated the 2020 forecast to account for new estimates for future fuel and energy demand as well as other factors. The updated forecast projects statewide BAU emissions to be 506.8 MMT CO_2E in 2020. Considering the updated BAU forecast of 506.8 MMT CO_2E, the ARB now estimates a 16 percent reduction below the estimated statewide BAU levels would now be necessary to return to 1990 emission levels (i.e., 426.6 MMT CO_2E) by 2020, instead of the 29 percent BAU reduction previously reported under the 2008 Scoping Plan (ARB, August 2013).

[2] The ARB's "business-as-usual," or BAU, forecast provides an estimate of the future GHG emissions expected to occur if none of the foreseeable measures included in the 2008 Scoping Plan are implemented. The base years used to forecast BAU emissions for the 2008 Scoping Plan was the average of statewide emissions in 2002, 2003, and 2004. BAU forecasted emissions were estimated to reach 596 MMT CO_2E in 2020.

Senate Bill (SB) 97, signed in August 2007, acknowledges that climate change is an environmental issue that requires analysis in CEQA documents. In March 2010, the California Resources Agency adopted amendments to the *State CEQA Guidelines* for the feasible mitigation of GHG emissions or the effects of GHG emissions. The adopted CEQA Guidelines provide general regulatory guidance on the analysis and mitigation of GHG emissions in CEQA documents, while giving lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts.

SJVAPCD. The SJVAPCD is the regional air quality management agency in the Central Valley and the agency with air permitting authority in the region. On December 17, 2009, the SJVAPCD adopted guidance for assessing and reducing the impacts of project-specific GHG emissions on global climate change: *Guidance for Valley Land-Use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA*. It also adopted the policy: *District Policy – Addressing GHG Emission Impacts for Stationary Source Projects under CEQA When Serving as the Lead Agency*. The SJVAPCD found that the effects of project-specific emissions to be cumulative, and without mitigation, their incremental contribution to global climatic change could be considered cumulatively considerable. The SJVAPCD further found that this cumulative impact is best addressed by requiring all projects to reduce their GHG emissions consistent with the AB 32 target, whether through project design elements or mitigation. The guidance and policy allow a project to rely on the implementation of Best Performance Standards (BPS) as a method for streamlining the CEQA process of determining significance of GHG emissions. Projects not implementing BPS would be required to demonstrate that "project specific GHG emissions would be reduced or mitigated by at least 29 percent, compared to BAU, including GHG emission reductions achieved since the 2002-2004 baseline period. Projects achieving at least a 29 percent GHG emission reduction compared to BAU would be determined to have a less than significant individual and cumulative impact for GHG" (SJVAPCD Guidance, 2009). The guidance does not limit a lead agency's authority in establishing its own process and guidance for determining significance of project-related impacts on global climate change (SJVAPCD, 2009).

City of Merced. On June 6, 2012 the Merced City Council voted to include a GHG reduction target of 1990 levels by 2020, or 15 percent below 2008 levels by 2020, consistent with AB 32 in the City's *Climate Action Plan*.[3] In August 2012, the City of Merced approved its *Climate Action Plan* which provides guidance to meet the target and identifies over 150 potential ways to reduce GHG emissions and the community's influence on climate change. The City is in the process of developing a more detailed programmatic climate action plan that will qualify as a plan for the reduction of GHG emissions under CEQA Section 15183.5.

4.0 IMPACT ANALYSIS

4.1 Significance Thresholds and Methodology

Significance Thresholds. According to the CEQA Guidelines, impacts related to GHG emissions from a proposed project would be significant if the project would:

[3] The ARB Scoping Plan (2008) states that reducing GHG emissions to 1990 levels by 2020 is approximately the same as reducing "current" (2005-2008) emissions levels by 15 percent by 2020.

- *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment;*[4] *and/or*
- *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases*.[5]

The vast majority of individual projects do not generate sufficient GHG emissions to, in isolation, create a direct impact on climate change. Rather it is the increased accumulation of GHGs from more than one project and many sources in the atmosphere that may result in global climate change, which can cause the adverse environmental effects previously discussed. Accordingly, the threshold of significance for GHG emissions determines whether a project's contribution to global climate change is "cumulatively considerable." "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines, Section 15355).

The City of Merced has not developed or adopted a CEQA threshold for determining the significance GHG emissions at the project-level, and therefore has recommended the use of the SJVAPCD threshold (see discussion under Regulatory Setting above). Based on the SJVAPCD threshold, the proposed project would have a less than cumulatively significant impact if it achieves at least a 29 percent reduction in GHG emissions compared to BAU, consistent with the AB 32 Scoping Plan (2008).

Similar to the SJVAPCD threshold, the City's Climate Action Plan (2012) establishes a target to reduce GHG emissions to 1990 levels by 2020, consistent with the AB 32 target and 2008 Scoping Plan (see discussion under Regulatory Setting above). As such, if emissions from the proposed project fall below the SJVAPCD's 29 percent threshold, which according to the 2008 Scoping Plan is roughly equivalent to 1990 levels by 2020, the proposed project would be consistent with target identified in the City's Climate Action Plan, and result in a less than significant impact with regards to conflict with an applicable plan adopted for the purpose of reducing GHG emissions if it results in a 29 percent reduction in GHG emissions.

Methodology. GHG emissions associated with project construction and operations were estimated using the California Emissions Estimator Model (CalEEMod) version 2013.2.2. The model was developed in collaboration with and supported by the air districts of California, including the SJVAPCD. The model quantifies direct emissions from project construction and operations (including vehicle use), as well as indirect emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. CalEEMod utilizes widely accepted models for emission estimates combined with appropriate default data that can be used if site-specific information is not available. Where project-specific inputs were not available, default data (e.g., emission factors, trip lengths, meteorology, source inventory, etc.) for Merced County was used to calculate GHG emissions associated with the project. Complete results from CalEEMod, as well as site-specific inputs and assumptions are included in the Appendix.

[4] Consistent with question considered for Merced General Plan EIR Impact #3.17-1.
[5] Consistent with question considered for Merced General Plan EIR Impact #3.17-2.

To determine whether the proposed Compass Pointe Phase Two project would result in a 29 percent reduction in BAU emissions, two emissions scenarios were calculated and compared, which include the following (see Appendix for additional detail):

1) **BAU Scenario** - is reflective of a realistic project scenario that would occur absent project design features and state regulations enacted as a result of AB 32, and is consistent with the SJVAPCD's and ARB's definition of BAU;[6] and
2) **Project Scenario** - is also reflective of a realistic project scenario, but accounts for voluntary project features and state regulations enacted as a result of AB 32. The state regulations accounted for in the Project Scenario include the Low Carbon Fuel Standard, the Pavley I Standard, Renewable Portfolio Standard, and Title 24 Energy Efficiency Building Standards. The project features accounted for in the Project Scenario include on-site renewable energy generation (solar), high efficiency lighting, low-flow fixtures, water-efficient irrigation systems, turf reduction, pedestrian access on-site and contiguous with the site, bicycle parking, and the project site's accessibility/distance to a bus stop, Merced College, and the Black Rascal Creek trail.

4.2 Impacts

Would the proposed project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

The proposed project would result in GHG emissions from both short-term construction activities and on-going operations. Construction of the proposed project would temporarily generate GHG emissions from the use of construction equipment and vehicle trips made by construction workers and delivery trucks that would travel to and from the project site. Under both the BAU Scenario and Project Scenario, project construction is estimated to generate 472.6 MT CO_2E total. To evaluate GHG emissions from project construction, however, construction emissions are amortized over the life of the project (approximately 30-years) and added to the operational emissions. As shown in Table 1, both the BAU Scenario and Project Scenario would generate approximately or 15.8 MT CO_2E per year when amortized over a 30-year period.

Operation of the proposed project would result in GHG emissions from the following primary sources: energy (electricity and natural gas used on-site), mobile (on-road mobile vehicle traffic generated by the project), solid waste disposal by the land use, water usage by the land use, and area sources (landscaping equipment). As shown in Table 1, operation of the project would generate 2,499.3 MT CO_2E per year under the BAU Scenario and 1,668.2 MT CO_2E per year under the Project Scenario (a difference of 811.1 MT CO_2E per year).

[6] The SJVAPCD and ARB define BAU as total baseline emissions for all emissions sources projected for the year 2020, assuming no change in GHG emissions per unit of activity (or carbon intensity) as established for the baseline period, 2002-2004. BAU does not account for the reduction in GHGs that would result from federal, state, or regional regulations for the reduction of emissions after 2002-2004 (SJVAPCD, 2009). As such, the BAU Scenario for the project uses mobile source operational emission factors from the year 2005 (CalEEMod does not provide data for any years between 2002 and 2004; 2005 was used and provides a more conservative estimate).

This difference in operational GHG emissions can be attributed to the voluntary project features (i.e., on-site solar energy, high efficiency lighting, low-flow fixtures, water-efficient landscaping systems, pedestrian access, bicycle parking, and destination accessibility), the Renewable Portfolio Standard, Title 24 Energy Efficiency Building Standards, Low Carbon Fuel Standard, and Pavley I Standard, which were applied to the Project Scenario.[7]

Table 1: Project-related GHG Emissions for BAU Scenario and Project Scenario

Source	GHG Emissions (MT CO_2E per Year)	
	BAU Scenario	Project Scenario
Construction Emissions		
Mobile (30-year amortization)	15.8	15.8
Construction Emissions Subtotal	***15.8***	***15.8***
Operational Emissions		
Area	1.7	1.7
Energy	440.0	334.8
Mobile	1,977.2	1,267.7
Solid Waste	28.4	28.4
Water	52.0	35.6
Operational Emissions Subtotal	***2,499.3***	***1,688.2***
Total GHG Emissions	**2,515.1**	**1,704.0**

As shown in Table 2, total emissions under the BAU Scenario would be 2,515.1 MT CO_2E per year and total emissions under the Project Scenario would be 1,704.0 MT CO_2E per year (a total difference of 811.1 MT CO_2E per year).

Table 2: Summary of Project Reduction from BAU Scenario

	GHG Emissions (MT CO_2E per Year)
BAU Scenario Total	2,515.1
Project Scenario Total	1,704.0
Difference Between BAU and Project Scenario	811.1
Percent Reduction from BAU Scenario	**32%**
SJVAPCD Threshold	**29%**
Project Meets or Exceeds Threshold (less-than-significant)	**Yes (Less-than-Significant)**

As discussed in Section 4.1 above, based on the SJVAPCD's recommended threshold, GHG emissions from the proposed project would be less than significant if the Project Scenario emissions are at least 29 percent below BAU Scenario emissions. As shown in Table 2, the Project Scenario would reduce BAU Scenario emissions by 811.1 MT CO_2E per year, or approximately 32 percent, which is greater than the 29 percent threshold. **Therefore, GHG emissions from the proposed project would be less than significant.**

[7] Voluntary project features would reduce GHG emissions by 269.7 MT CO_2E per year and account for 33.3 percent of the difference between the BAU and Project Scenario emissions. State regulations would reduce GHG emissions by 541.4 MT CO_2E and account for 67.7 percent of the difference between the BAU and Project Scenario emissions.

Would the proposed project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs?

As previously mentioned, AB 32 identifies a statewide target to reduce GHG emissions to 1990 levels by 2020, which is equivalent to "cutting approximately 30 percent from business-as-usual emission levels projected for 2020, or about 15 percent from today's levels" (Scoping Plan, 2008). The City's Climate Action Plan (2012) also establishes a target to reduce GHG emissions 15 percent below 2008 levels, consistent with AB 32 and its Scoping Plan. Construction and operation of the proposed project with its identified design features would achieve a 32 percent reduction in GHG emissions compared to the BAU Scenario, which exceeds the target identified in the Scoping Plan and City's Climate Action Plan.

In addition, the proposed project would support many of the goals identified in the Climate Action Plan. The project would help reduce vehicle miles traveled by providing bicycle parking and pedestrian access and being located within a quarter mile of a transit stop, less than a mile from Merced College, and adjacent to the Black Rascal Creek multi-use trail. In addition, the project would facilitate energy conservation and renewable energy goals in the Climate Action Plan by installing on-site solar photovoltaic systems and high efficiency lighting. The proposed project would also facilitate water conservation through low-flow fixtures and water-efficient irrigation systems. **As such, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions and impacts would be less-than-significant.**

5.0 REFERENCES

California Air Pollution Control Officers Association (CAPCOA). *Quantifying Greenhouse Gas Mitigation Measures*. August 2010.

CAPCOA. *CEQA & Climate Change.* January 2008.

CAPCOA. *CalEEMod User's Guide.* July 2013.

California Air Resources Board (ARB). May 2014. *Greenhouse Gas Inventory Data – 2000 to 2012*. Available at: http://www.arb.ca.gov/cc/inventory/pubs/reports/ghg_inventory_00-12_report.pdf

California Air Resources Board (ARB). August 2013. *Greenhouse Gas Inventory - 2020 Emissions Forecast*. Available at: http://www.arb.ca.gov/cc/inventory/data/forecast.htm

California Climate Action Registry. *General Reporting Protocol: Reporting Entity-Wide Greenhouse Gas Emissions*. Version 3.1. January 2009. Available at: http://www.theclimateregistry.org/downloads/GRP.pdf

California Environmental Protection Agency (CalEPA). *Climate Action Team Biennial Report*. Final Report. April 2010. Available at: http://www.energy.ca.gov/2010publications/CAT-1000-2010-005/CAT-1000-2010-005.PDF

California Environmental Protection Agency (CalEPA), March 2006. *Climate Action Team Report to Governor Schwarzenegger and the Legislature*. http://www.climatechange.ca.gov/climate_action_team/reports/2006-04-03_FINAL_CAT_REPORT_EXECSUMMARY.PDF

City of Merced. *2011 Inventory of Community and Government Operations Greenhouse Gas Emissions*. Available at: http://www.cityofmerced.org/civicax/filebank/blobdload.aspx?BlobID=13780

City of Merced. *Merced Climate Action Plan*. August 2012. Available at: http://cityofmerced.org/depts/cd/planning/climate_action_plan/default.asp

City of Merced. *Climate Action Plan: Implementation Approach Technical Memorandum*. February 17, 2014. Available at: http://www.cityofmerced.org/civicax/filebank/blobdload.aspx?BlobID=13781

Intergovernmental Panel on Climate Change [IPCC], 2006. *Revised 2006 IPCC Guidelines for National Greenhouse Gas Inventories.* [Penman,J.; Gytarsky, M.; Hiraishi, T.; Irving, W.; Krug, T.]. Paris: OECD, 2006.

Intergovernmental Panel on Climate Change [IPCC], 2007: *Summary for Policymakers. In: Climate Change 2007: The Physical Science Basis. Contribution of Working Group I to the Fourth*

Assessment Report of the Intergovernmental Panel on Climate Change [Solomon, S., D. Qin, M. Manning, Z. Chen, M. Marquis, K.B. Averyt, M.Tignor and H.L. Miller (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA.

Intergovernmental Panel on Climate Change [IPCC], 2013: *Summary for Policymakers. In: Climate Change 2013: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change* [Stocker, T.F., D. Qin, G.-K. Plattner, M. Tignor, S. K. Allen, J. Boschung, A. Nauels, Y. Xia, V. Bex and P.M. Midgley (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA, 2013. Available at: www.climatechange2013.org/images/report/WG1AR5_SPM_FINAL.pdf

San Joaquin Valley Air Pollution Control District. *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA*. December 2009. Available at: http://www.valleyair.org/programs/CCAP/CCAP_idx.htm

San Joaquin Valley Air Pollution Control District. *District Policy – Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency*. December 2009. Available at: http://www.valleyair.org/programs/CCAP/CCAP_idx.htm

APPENDIX TO GHG STUDY
AVAILABLE UPON REQUEST

NOTICE OF PUBLIC HEARING
FOR GENERAL PLAN AMENDMENT #14-04, REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN, SITE UTILIZATION PLAN REVISION #4 TO PLANNED DEVELOPMENT (P-D) #46, AND NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

A public hearing will be held by the Merced City Planning Commission on Wednesday, February 4, 2015, at 7:00 p.m., or as soon thereafter as may be heard in the City Council Chambers located at 678 W. 18th Street, Merced, CA, concerning General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the construction of an apartment complex with 136 units on an approximately 6.42-acre portion of the property. The property is currently zoned Planned Development (P-D) #46; said property being more particularly described as: Parcel B as shown on that certain map entitled "Parcel Map for Mathew and Barbara Bruno.," recorded in Volume 95, Page 16 of Merced County Records; also known as Assessor's Parcel Number (APN): 206-070-006.

An environmental review checklist has been filed for this project, and a draft mitigated negative declaration has been prepared under the California Environmental Quality Act. A copy of this staff evaluation (Initial Study #14-26) is available for public inspection at the City of Merced Planning Department during regular business hours, at 678 West 18th Street, Merced, California. 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 request for a General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision, are invited to attend this public hearing or forward written comments to the Director of Development Services, City of Merced, 678 West 18th Street, Merced, CA 95340. The public review period for the environmental determination begins on January 15, 2015, and ends on February 4, 2015. Please feel free to call the Planning Department at (209) 385-6858 for additional information. If you challenge the decision of the Planning Commission 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 of Merced at, or prior to, the public hearing.

After the Planning Commission makes its decision on this matter, the General Plan Amendment, Specific Plan Revision, and Site Utilization Plan Revision will also be considered at a public hearing before the City Council. A separate notice of that public hearing will also be given.

/s/ David Gonzalves

January 9, 2015

David Gonzalves,
Director of Development Services

ATTACHMENT J

NOTICE OF PUBLIC HEARING
FOR GENERAL PLAN AMENDMENT #14-04, REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN, SITE UTILIZATION PLAN REVISION #4 TO PLANNED DEVELOPMENT (P-D) #46, AND NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

A public hearing will be held by the Merced City Planning Commission on Wednesday, March 4, 2015, at 7:00 p.m., or as soon thereafter as may be heard in the City Council Chambers located at 678 W. 18th Street, Merced, CA, concerning General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the construction of an apartment complex with 136 units on an approximately 6.42-acre portion of the property. The property is currently zoned Planned Development (P-D) #46; said property being more particularly described as: Parcel B as shown on that certain map entitled "Parcel Map for Mathew and Barbara Bruno.," recorded in Volume 95, Page 16 of Merced County Records; also known as Assessor's Parcel Number (APN): 206-070-006. (This item was originally scheduled for the February 4, 2015, Planning Commission meeting, but needed to be re-noticed to correct the environmental review document).

An environmental review checklist has been filed for this project, and a draft mitigated negative declaration has been prepared under the California Environmental Quality Act. A copy of this staff evaluation (Initial Study #14-26) is available for public inspection at the City of Merced Planning Department during regular business hours, at 678 West 18th Street, Merced, California. A copy of this document can also be purchased at the Planning Department for the price of reproduction.

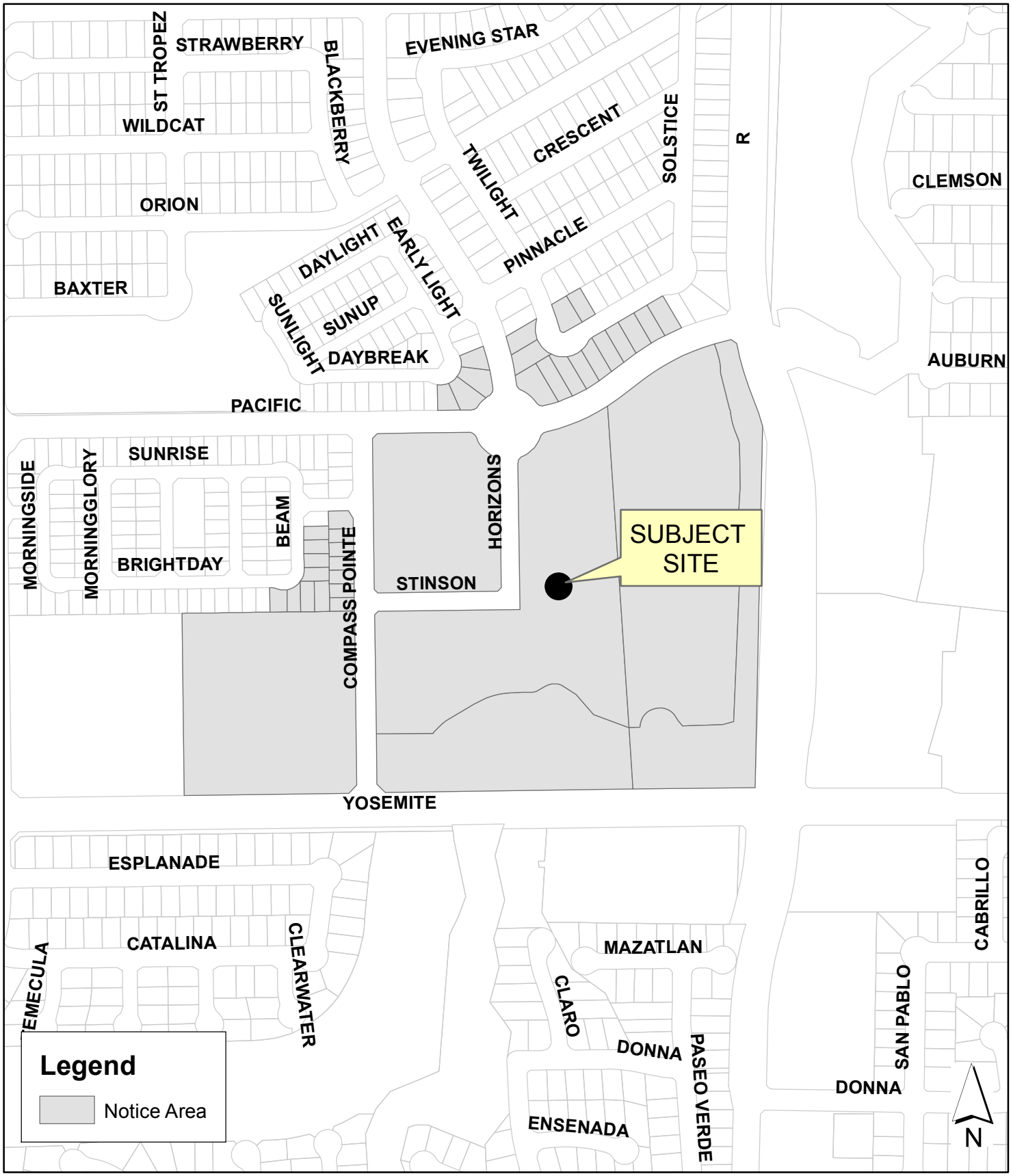
All persons in favor of, opposed to, or in any manner interested in this request for a General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision, are invited to attend this public hearing or forward written comments to the Director of Development Services, City of Merced, 678 West 18th Street, Merced, CA 95340. The public review period for the environmental determination begins on February 12, 2015, and ends on March 4, 2015. Please feel free to call the Planning Department at (209) 385-6858 for additional information. If you challenge the decision of the Planning Commission 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 of Merced at, or prior to, the public hearing.

After the Planning Commission makes its decision on this matter, the General Plan Amendment, Specific Plan Revision, and Site Utilization Plan Revision will also be considered at a public hearing before the City Council. A separate notice of that public hearing will also be given.

/s/ Kim Espinosa

February 6, 2015

Kim Espinosa,
Planning Manager



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.

General Plan Amendment #14-04/
Site Utilization Plan Revision #4 to
Planned Development (P-D) #46/
Revision to Fahrens Creek Specific Plan

ATTACHMENT K

ENVIRONMENTAL REVIEW #14-26
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 the General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision 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 #14-26 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 General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46. 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.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

General Plan Amendment #14-04/Revision 32 to the Fahrens Creek Specific Plan/ Site Utilization Plan Revision #4 to Planned Development (P-D) #46 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).

C) Air Quality

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-1	C-1) The project applicant shall submit an Indirect Source Review (ISR) to the San Joaquin Air Pollution Control Board in compliance with District Rule 9510 and shall comply with all other applicable District Rules. The San Joaquin Valley Air Pollution Control District recommends this application be submitted as early as possible or prior to the final discretionary approval.	Prior to Conditional Use Permit (CUP) approval	Planning Department	
C-1	C-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A)	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-2	C-3) Compliance with Mitigation Measures C-1 and C-2 above would reduce this impact to a less than significant level.	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	
D) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-1) If any development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey shall be conducted by a qualified biologist to determine whether nesting activities are taking place within the area. If it is found that nesting activities are taking place, the project shall take necessary actions, including delaying the start of construction, to ensure the species is not disturbed.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	
D1	D-2) With regard to the Giant Garter Snake, for any development taking place in proximity to Fahrens Creek corridor, from the west edge of R Street to the north edge of Yosemite Avenue the following actions shall be taken: a) Provide environmental awareness training to contractors doing work in this area; b) Restrict construction along the Creek to only the snake's active season (May 1 through September 30); and, c) Have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-3) No development shall occur within 50 feet of the centerline of the creek (or 25 feet from the crown, whichever is greater).	Building Permit	Planning Department	
D1	D-4) The project shall comply with all applicable mitigation measures for Expanded Initial Study (EIS) #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09. Refer to the Mitigation Monitoring Program prepared for EIS #00-31 at Attachment A.	Building Permit	Planning Department	
D2	D-5) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D4	D-6) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D5	D-7) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
E) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E1	E-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Planning Department	
E2	E-2) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E3	E-3) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
E4	E-4) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
F) Geology and Soils				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
F2	F-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.	Building Permit	Inspection Services	
H) Hydrology and Water				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-1	H-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-2	H-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-3	H-3) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-4	H-4) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-4	H-5) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-5	H-6) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-5	H-7) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-7	H-8) The project shall comply with all requirements of the California Building Code and 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.	Building Permit	Inspection Services / Engineering	
H-7	H-9) At the time of submittal for a Conditional Use Permit (CUP), the developer shall provide a hydrology study demonstrating the effects of constructing a portion of the parking area within the flood way. This document shall be reviewed and approved by the Development Services Director.	Building Permit	Inspection Services / Planning Department / Engineering	
K) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
K-1	K-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
K-2	K-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

O. Transportation/Traffic				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
O-1	O-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

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

EXPANDED INITIAL STUDY #00-31
for
FAHRENS CREEK ANNEXATION
TO THE CITY OF MERCED

Appendix C
Mitigation Monitoring Program

ATTACHMENT A

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 the Fahrens Creek Annexation shall run with the real property that is the subject of Annexation Application #00-31 to the City of Merced. 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 Fahrens Creek Annexation 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, the *Expanded Initial Study for the Fahrens Creek Annexation to the City of Merced* incorporates some mitigation measures adopted as part of the *Merced Vision 2015 General Plan Program Environmental Impact Report* (SCH# 95082050), as mitigation for potential impacts of the Project. Therefore, following the Fahrens Creek Annexation Mitigation Monitoring Checklist (starting on page A-15) is a list of these relevant General Plan mitigation measures along with the General Plan Mitigation Monitoring Checklists (Forms A and B) to be used to verify that the General Plan mitigation measures have been met.

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 City Planner in written form providing specific information on the asserted violation. The City Planner shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City Planner 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 the Fahrens Creek Annexation. The columns within the tables are defined as follows:

Mitigation Measure: Summarizes the Mitigation Measure (referenced by number) identified in Expanded Initial Study #00-31.

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.

Verification: These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Fahrens Creek Annexation
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).

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	A. EARTH			
A-1	Grading and excavation shall be conducted according to City of Merced standards to reduce the effects of disruptions, displacement, compactions, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-2	The Project applicants shall prepare grading plans for individual projects for review and approval by the City of Merced Inspection Services, Engineering, and Public Works Departments prior to approval of building permits. The grading plans shall include the nature and extent of work proposed, phasing, and minimize the effects of disruptions, displacement, compaction, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-3	Prior to approval of any improvement or building plans, the City shall review plans for drainage and storm water run-off control systems and their component facilities, as required, to ensure that these systems are non-erosive in design.	*Tentative Map* *Building Permit*	*City Engineering & Public Works*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
A-4	Upon completion of construction, subsequent Projects 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, subject to the approval of the City.	*Certificate of Occupancy*	*City Inspection Services*	
A-5	Projects under review shall be required to submit temporary erosion control plans for construction activities.	*Building Permits*	*City Inspection Services*	
A-6	Prior to the issuance of a building permit, the applicant shall design all structures according to the Uniform Building Code Seismic Section 3.	*Building permits*	*City Inspection Services*	
A-7	A soils report shall be prepared by a qualified soils or civil engineer, consistent with the provisions of the State Subdivision Map Act, prior to approval of a final subdivision map or building permit, if applicable as required by Merced Municipal Code.	*Final Maps*	*City Engineering & Public Works*	
A-8	Building plans shall be reviewed by a registered engineer specializing in geo-technical assessments to ensure that the soils can support the load.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
	B. AIR			
B-1	All active portions of construction sites, earthen access roads, and material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. Where feasible, reclaimed water shall be used.	*Building Permits*	*City Inspection Services*	
B-2	All clearing, grading, earth moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour.	*Building Permits*	*City Inspection Services*	
B-3	All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	*Building Permits*	*City Inspection Services*	
B-4	The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. This can be accomplished by mowing instead of disking for weed control and seeding and watering inactive portions of the construction site until grass is evident, if construction time frames warrant.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
B-5	Construction site vehicle speeds shall be limited to 15 miles per hour.	*Building Permits*	*City Inspection Services*	
B-6	If used, petroleum-based dust palliatives shall meet the road oil requirements of the District's rule regarding Cutback Asphalt Paving Materials.	*Building Permits*	*SJVUAPCD*	
B-7	Streets adjacent to the Project site shall be swept as needed to remove silt and/or mud that may have accumulated from construction activities. The streets are required to be wet prior to or in conjunction with rotary sweeping.	*Building Permits*	*City Inspection Services*	
B-8	All internal combustion engine-driven equipment shall be properly maintained and well tuned according to the manufacturer's specifications.	*Building Permits*	*City Inspection Services*	
B-9	When reasonably available and economically feasible, diesel powered or electric equipment shall be utilized in lieu of gasoline powered engines.	*Building Permits*	*City Inspection Services*	
B-10	Construction activities shall minimize obstruction of through traffic lanes adjacent to the site and a flag person shall be retained to maintain safety adjacent to existing roadways.	*Building Permits*	*City Inspection Services*	
B-11	Prior to issuance of a grading permit, the project will be required to comply with District Regulation VIII. Specifically, the rules that apply to this project are: Rule 8010 (Administrative Requirements) and Rule 8020 (Construction, Demolition, Excavation, and Extraction Activities). Additional rules that may apply to this project depending on construction practices employed are: Rule 8030 (Handling and Storage of Bulk Materials), Rule 8060 (Paved and Unpaved Roads), and Rule 8070 (Parking , Shipping, Receiving, Transfer, Fueling, and Service Areas).	*Building Permits*	*SJVUAPCD*	
B-12	At the City Planner's discretion, subsequent projects within the Project boundaries may be required to submit an air quality analysis to the City prior to construction. Such studies shall outline any impacts associated with specific processes or activities to be present on-site.	*Site Plan Approval*	*City Planning*	
(B-13)	(General Plan 1-d) Development construction activity shall implement appropriate dust (PM10) suppression techniques as required by the SJVRAPCD.	*Building Permit/Construction*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
C. WATER			
C-1 Prior to approval of a Final Map or subsequent development projects, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet Project demands and that improvements are consistent with the *Merced County Critical Area Flooding and Drainage Plan* and any updates.	*Tentative Maps*	*City Engineering & Public Works*	
C-2 Prior to alteration or removal of the existing elevated YVRR roadbed in the eastern portion of the project area, the property owner shall demonstrate, through competent analysis acceptable to the City of Merced, what effect removal of the roadbed will have on area flood waters delineated in the Special Flood Hazard Area identified on the east side of the roadbed, including impacts to other properties.	*Tentative Maps* *Building Permits* *Conditional Use Permits/Site Plan Approvals*	*City Engineering & Public Works*	
C-3 Prior to approval of subsequent development projects, the applicants shall demonstrate to the City that temporary erosion control measures will be followed during construction.	*Building Permits*	*City Inspection Services*	
C-4 As individual projects are determined, the applicants shall provide detailed information to the City regarding projected water usage. The applicants shall provide all water system needs (including wells, water mains, etc.) for individual projects or pay equivalent fees to insure the construction of the necessary water infrastructure.	*Building Permits/ Parcel Maps*	*City Engineering & Public Works*	
C-5 Industrial users shall recycle their own water if feasible and implement water conservation measures and techniques as determined for individual projects.	*Building Permits*	*City Engineering & Public Works*	
C-6 Areas within 100-year flood plains will be required to comply with all pertinent provisions of the City's Flood Damage Prevention Ordinance (MMC 17.48) and all updates. (C-7) (General Plan 2-a) When site-specific development proposals with direct discharge into the area's surface water system are submitted to the City for review and action, Best Management options should be evaluated to determine need and feasibility.	*Building Permits* *Subdivision maps/Parcel maps/ Building permits*	*City Inspection Services & Engineering Engineering*	
(C-8) (General Plan 2-b) Water conservation policy of the City should be periodically reviewed to determine need, appropri- ateness, and feasibility of implementing conservation practices suggested in the Merced Water Supply Plan.	*Subdivision maps/Parcelmaps/ Conditional Use Permits*	*Engineering/Public Works/ City Planning*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	E. ANIMAL LIFE			
E-1	If any future development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey should be conducted by a qualified biologist to determine whether nesting activities are taking place within appropriate portions of the project area covered by this species assessment (Appendix A) (Fahrens Creek corridor from the west edge of "R" Street to the north edge of Yosemite Avenue).	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
E-2	With regard to the Giant Garter Snake, for any development taking place in proximity to the Fahrens Creek corridor, from the west edge of "R" Street to the north edge of Yosemite Avenu: a) provide environmental awareness training to contractors doing work in this area; b) restrict construction along the Creek to only the snake's active season (May 1 through September 30); and c) have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
	F. NOISE			
F-1	A 6 foot or higher sound wall or earthen berm (or combination of both), or some other acceptable method for achieving comparable noise reduction, may need to be constructed to meet the City's outdoor noise level standards of DNL 60dB for new residential development adjacent to perimeter arterials (Yosemite Avenue and "R" Street). Depending upon the DNLs and the acoustical shielding provided by the first row of buildings (if any), existing and new residential development located a greater distance from the perimeter arterials may require lower sound walls or a combination of sound attenuation measures. As an alternative to sound walls, new dwelling units may be oriented so that the outdoor use areas would be shielded by the building. As necessary detailed noise projections should be prepared to corroborate earlier noise studies/projections and actual height requirements for sound walls, prior to recordation of final maps for each phase of residential development falling within applicable noise zones.	*Final Maps* *Building Permits*	*City Planning*	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
F-2 Project residential developments constructed within pertinent noise zones in proximity to Yosemite Avenue and "R" Street would require sound-rated windows, as well as sound-rated exterior wall assemblies where necessary, or other acceptable methods of sound attenuation to achieve comparable noise reductions, to be consistent with the 45 dB interior noise level maximum.	*Final Maps* *Building Permits*	*City Planning*	
F-3 Trucks used for the development of Fahrens Creek will be required to use the City's designated truck routes, to be demonstrated by the project applicant through the submittal of a construction traffic plan to the City Engineer prior to the issuance of grading permits.		*City Planning* *City Inspection Services*	
F-4 All construction activity shall be conducted in accordance with City of Merced standards for times of operation.	*Building Permits*	*City Inspection Services*	
F-5 Grading and construction activity shall be limited to daylight hours(between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	*Building Permits*	*City Inspection Services*	
F-6 In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	*Building Permits*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
G. LIGHT AND GLARE			
G-1 The applicants shall utilize lighting fixtures of minimal wattage necessary to provide adequate lighting for security, industrial operations, and circulation. Light spill shall be controlled by baffles, cut-off lenses, and fixture height necessary to minimize spill-over onto adjacent properties. Prior to building permit approvals, lighting plans shall be submitted for review by the City which specifies lighting type, location, and methods for minimizing spill.	*Building Permits*	*City Planning*	
M. TRANSPORTATION /CIRCULATION			
M-1 The Project shall pay all fees as required under the City's Public Facilities Impact Fees (Chapter 17.62 of the Merced Municipal Code).	Certificate of Occupancy	City Planning & City Engineer	
M-2 The developer shall construct all collector, local, or cul-de-sac streets within the Project boundaries to their ultimate right-of-way with full frontage improvements as defined by the City of Merced Standard Designs for all Engineering Structures and the Merced Vision 2015 General Plan and any amendments thereto. This will include its proportional share of the proposed Reverse Frontage Road North-South Collector to be located along the west boundary of AREA A/east boundary of AREA B (and, if included, along the east boundary of AREA C), and any new interior streets within the Project boundaries. The timing of construction of the improvements is to be governed by the Subdivision Map Act and/or local ordinance.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-3 The developer shall dedicate half the required right-of-way for all arterial and higher order streets adjacent to the Project boundaries as defined in the *Merced Vision 2015 General Plan*. This includes both Yosemite Avenue and "R" Street (each adjacent to AREA A), as well as Highway 59 (currently several design concepts are under study/evaluation by Caltrans) adjacent to AREA B (and, if included, AREA C). Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of right-of-way dedication exceeds the City's development standards for a collector street (currently 74 feet for a collector street located entirely within the Project and 37 feet for a collector abutting the Project), then the developer is eligible for reimbursements in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional dedication.	Tentative Maps/Site Plan Reviews	City Planning & Engineering	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
M-4	The developer shall construct the "collector equivalent" (74 feet) portion of the right-of-way, along with full frontage improvements along the Project boundaries and at least one travel lane in each direction, for all arterial and higher order streets within the Project boundaries. Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of street improvements exceeds one-half of a "collector equivalent" street for a project fronting only one side of the street, the project is eligible for reimbursement for the cost of improvements exceeding the one-half "collector equivalent" in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional improvements.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-5	The owner of each adjacent corner within AREA A shall be responsible for one-quarter of the cost of a traffic signal, to City standards and the satisfaction of the City Engineer, at each quarter mile/half-mile collector intersection with Yosemite Avenue, as well as the intersection of Lehigh Drive (extended) with "R" Street, whenever warrants are met in the judgment of the City Engineer. In such a case, installation of an intersection traffic signal by one developer could even be required at any of these locations by the City Engineer prior to full build-out and adjacent properties, if warrants are met, subject to adopted reimbursement requirements. Security shall be determined at the time of first subdivision map or other discretionary action.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
(M-6)	(General Plan 7a) Appropriate traffic studies shall be prepared for all development projects which can be expected to reduce a road segment or intersection level of service below "D." (Note: Studies are not anticipated, based upon current projections, but could be required in the event of furture changes).	Subdivision Map/ Conditional Use Permit	Engineering	
(M-7)	(General Plan 7b) The City shall require all development proposals to contribute, based on their proportionate share of impact, to circulation system improvements necessary to maintain at least a level of service "D" on all road segments and intersections impacted by the development project.	Subdivision Map/ Conditional Use Permit	Engineering/Planning/ Finance	

N. PUBLIC SERVICES			
FIRE			
N-1 The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.	Tentative Maps/ Parcel Maps Building Permits	City Planning & Fire	
SCHOOLS			
N-2 Careful coordination is required between City, developer(s), and School District regarding phasing of infrastructure improvements within the general area, to achieve safe, adequate access for both school construction and operation.	Tentative Maps/ Parcel Maps Building Permits	Planning staff, City Engineer, and City School District	
N-3 Prior to the issuance of building permits, the applicant shall be responsible for the payment of school facility impact fees as adopted by the Merced City School District and Merced Union High School District.	Building Permits	City School District and MUHSD	
(N-4) (General Plan 8-c) Site designs will need to be reviewed to assure that development does not hinder efficient and cost-effective public services delivery.	Tentative Maps/ Parcel Maps/ Conditional Use Permits	Planning staff, City Engineer, and City School District	
(N-5) (General Plan 8-d) Development projects will be required to pay public facilities impact fees as established by the City in accordance with the requirements of State law.	Building Permit	Planning Staff/ Finance	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
T. CULTURAL RESOURCES			
T-1 If evidence of archaeological artifacts is discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	*Building Permits*	*City Inspection Services*	
T-2 On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	*Building Permits*	*City Inspection Services*	

Copies of This Form Distributed To:

_____ City Council _____ City Manager _____ City Planner _____ Public Works Dir._____ City Engineer _____ Fire Chief
_____ Police Chief _____ Leisure Serv. Dir. _____ County of Merced (Dept. _____) _____ Other (List_____)
_____ Responsible Agency: (List _____)

I hereby certify that I have inspected the project site and that the above information is true to the best of my knowledge.

Name: (Print) _____Representing: (Agency/Firm) _____

Signature: _____Date:_____

March 3, 2015

To the Merced City Planning Commission:

I have been a homeowner off of Daybreak Dr. since my house was built in 2005. It has not been easy being a homeowner, not just because of the work it takes to make a home, but because of the financial hardship that comes along with caring for a house, especially a house that is worth about $60k less than what I bought the house for.

Over the years I have seen neighbors come and go – many due to foreclosures. I have seen houses empty for months and I've seen houses go on and eventually off the market without a sale. Part of the blame for these housing problems should be on the city planners in Merced. Too many houses were built after the UC was opened and many people expected to buy homes and sell them for profit – this has led to empty homes and unfinished housing developments.

One concern I had when buying my home was the land (Subject site between Horizons, Stinson, R st., Compass Point) is that it was zoned for apartments instead of houses. I was told and eventually sold on the idea that this land was zoned for Low Density Residential. I strongly believe that the homeowners and renters in our area deserve to have what was promised to us – Low Density Residential zoning as part of our neighborhood. Changing the zoning to Village Residential will change the entire feel of the area – less open space, larger development, etc. It will make it harder to sell homes in our area with this zoning change and will decrease the demand for renters for empty houses in our neighborhood. This zoning change will be a mistake the people in my neighborhood will have to live with.

My son is almost 7 years old now and is fully aware that if I promise him something that I should hold up on my promise. This is common sense and keeping promises is something we all want from everyone from friends and family to our governmental officials. We were promised Low Density – please find a developer who will build Low Density Residential.

Sincerely,

Keith Tetangco

RECEIVED
MAR – 4 2015
CITY OF MERCED
PLANNING DEPT.

Joan Porter
1715 N Street, Apt. 404
Merced, CA 95340

Planning Commissioner
678 W. 18th St.
Merced, Ca 95340

April 27, 2015

To: The Planning Commissioner

I read with much dismay that Merced was once again wanting to build on a floodplain.

Please remember back a very few years ago when you wanted to build Walmart on a floodplain and Walmart went to the West side of Atwater where it would not damage the floodplain and put people and their property in jeopardy.

Kim Espinosa was the chair person at the time and did not even acknowledge receipt of what I sent to her so I sent it to Greg Wellman, City Manager of Atwater at the time and Atwater got Walmart in a safe area with approval of the B.O.S.

What I am sending is a true, first person experience that happened in Silicon Valley when it went from farmland to a high tech fortune. Please read it and see what can happen when you disregard the laws of nature and try to remake things in an incongruous way.

Thank you for your time,

Joan Porter

The flooding of Alviso
By
Joan Porter

Silicon Valley grew rapidly between 1975 and 1982. Booming electronics corporations with names like IBM, Hewlett Packard, Apple Computers and hundreds of lesser known Hi-Tech companies caused an economic surge, population explosion and building expansion. Silicon Valley had grown unexpectedly from pear orchards, dairies and farms to a metropolis with cable cars and skyscrapers to accommodate an astronomic economic surge.

Everything has its price. Plant and animal life disappeared. Rivers and underground water sources were diverted and pumped into the San Francisco Bay, mostly through canals to make way for more and more construction. As might be expected, the bay began to rise and bayside communities began to flood. Water crept up on the land; beaches disappeared and flooding took its toll especially in the south bay.

The little town of Alviso had lost its ten foot sea wall to the bay. That 1930's structure never returned. A canal next to that small Hispanic shanty town drained water into the bay. Alviso began to flood each spring with runoff from higher ground, runoff from the Sierras through the San Joaquin delta and the influx of too many high rise buildings in Silicon Valley. It would be detrimental to the local economy if the expensive new areas were to flood.

In the spring of 1980, canal water rose to the top of its banks ready to flood San Jose, Santa Clara and the newly emerged Silicon Valley. Suddenly, in the wee hours of morning, Alviso flooded three feet deep and all else was saved. The citizens of Alviso said men from the water district were seen opening the floodgates in Alviso, but it

couldn't be proven. Who would believe those poor, poverty stricken Mexicans in the slums of Alviso?

In the spring of 1981, Alviso went six feet under water. The water spread all the way to Highway 237, then stopped abruptly. The ocean hugged and followed Highway 237 around the entire south bay that year. I lived in a Mobile Home Park just on the other side of Highway 237. I walked to the highway and looked out on the bay with breakers, waves and tides. How lucky that the ocean had not jumped the highway that year.

Fr. John Sweeney, a priest from Santa Clara, rowed to the church in Alviso to rescue the Blessed Sacrament, his sacred duty to protect. The Red Cross and disaster relief agencies helped the town's people cleanup and recoup their losses when the waters receded.

The people of Alviso cried out in anguish to the County of Santa Clara to please not flood the town again. But as usual, the poor went unheard amid denials of deliberate flooding. Some said it might be a good thing if Alviso was left at the bottom of the bay as the hopeless slum it had become.

The floods of 1982 came quick and furious. The mobile home park where I lived was surrounded by a levee as required by law because of the flooding potential. The residents of the park were notified that the floods were coming again and this year we would be affected. We were given the options of leaving the park during the flood or staying inside the park's levee until the waters receded. No one knew how long the flooding would last.

With a keen sense of adventure, I surveyed my terrain and found a spot where flood waters could be breached. I could make access to the canal bank. If I could cross the canal at the highway, I would be on the dry side. I parked my car in a safe area on the opposite side of the canal and walked into the park by the afore mentioned route. My decision to stay and experience this once in a life time event had been made.

I telephoned my daughter and told her what was happening. "I'll be right home," Sharyl said.

"Maybe you should stay with a friend tonight," I suggested.

"I'll be home in just a few minutes, she stated defiantly.

An hour later, Sharyl called me. "I got to the stop light and just looked. I'm not going into that. I'm staying at Linda's tonight."

"Good thinking," I responded.

I went outside and climbed to the top of the levee. To the south, north and west, everything looked normal. To the east, the San Francisco bay was moving in with waves and breakers. I wondered if my decision to stay was a good one and returned to my little home. About a dozen homes were occupied; the remainder of the 150 were abandoned.

Night and darkness came. I slept on the couch in the living room and didn't bother to get out of my clothes. Senses sharp, I was prepared for an emergency. Every smell, sound or feeling left my nerves jumping.

Suddenly, a faint chirping like a million insects began a crescendo that lasted for more than an hour. The unearthly sound was like being in a science fiction movie.

Rushing water, like a massive waterfall hitting trees, rocks, boulders and anything else in its way, reached a nerve shattering frequency and remained for a maddening length of time. I plugged my ears with my fingers to stop the shrillness. Then abruptly the sounds stopped. My ears strained to hear something, anything. There was only silence. I knew instinctively that water had surrounded the levee. To my surprise, public water, electricity, phones, sewer system and gas were all working.

Sleep that night was fitful. The sun came up and I quickly dressed for work, then left giving myself a full hour to reach my destination to compensate for the flood and rerouted traffic.

Climbing to the top of the levee around the park, I surveyed my oceanic domain. No one would travel Highway 237 that day. Alviso flood waters joined the bay in the east and extended across the Highway for about a mile to the west towards San Jose.

I looked for my predetermined crossing and found the high spot to freedom leading from the levee to the canal bank, then across the canal at the edge of the highway. Accepting Neptune's challenge, I cautiously made my way to the dry side of the canal and my car. My return from work was just as cautious as I challenged the ocean to battle.

A few short days later, the water returned to its place in the bay. The water lines against buildings in Alviso were nine feet high. Alviso was devastated and would not be able to survive another flood like the spring of 1982. Santa Clara County needed to formulate a solution to prevent flooding from happening again. It was not an easy task, but it was accomplished. That was the last year of flooding.

I'm not sure how flood control was achieved, but some say if a major earthquake rocks the South San Francisco Bay that a process called liquefaction will sink buildings into a quagmire of quicksand from Milpitas to Fremont. People say many things. Could it really happen?

CITY OF MERCED
Planning Commission

Resolution #3050

WHEREAS, the Merced City Planning Commission at its regular meeting of May 20, 2015, held a public hearing and considered **General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46,** initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the future construction of an apartment complex with 136 units on an approximately 5.9-acre portion of the property; also known as Assessor's Parcel No. 206-070-006; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through K of Staff Report #15-05 – 3rd Addendum; with Finding D amended as follows:

D) *Storm Drainage*
Storm drain lines exist in Pacific Drive and Compass Pointe Avenue and drain into the Fahrens Creek Basin south of Yosemite Avenue. Sufficient capacity exists within the basin to serve this project.

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 recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #14-26, and approval of General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner Padilla, seconded by Commissioner Colby, and carried by the following vote:

AYES: Commissioners Padilla, Smoot, Smith, Colby, and Chairperson Williams
NOES: None
ABSENT: Commissioner McCoy (one vacancy)
ABSTAIN: None

Adopted this 20th day of May 2015

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:GPA#14-04/REV#2 to FCSP/SUP REV#4 to PD#46 Bruno

Conditions of Approval
Planning Commission Resolution #3050
General Plan Amendment #14-04,
Revision #2 to the Fahrens Creek Specific Plan, and
Site Utilization Plan Revision #4 to Planned Development (P-D) #46

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) - Attachment B of Planning Commission Staff Report #15-05-3rd Addendum, except as modified by the conditions below or subsequent Conditional Use Permit approval.

2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

3. The Project shall comply with the conditions set forth in Planning Commission Resolution #2675 (Attachment F of Planning Commission Staff Report #15-05-3rd Addendum) for Annexation Application #00-03, Pre-Zone Application #00-03, General (including Specific) Plan Amendment #00-09, and Environmental Review #00-31 (including the Mitigation Monitoring Program found at Attachment G of Planning Commission Staff Report #15-05-Addendum #3) previously approved for this project, except as amended by this action (which includes the deletion of Condition #18).

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

5. Approval of the General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision are 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.

6. In accordance with Merced Municipal Code Section 20.42.130, this project will be constructed according to the following development schedule: construction shall begin no later than January 1, 2016 with completion of construction by June 1, 2017. On each anniversary of the approval of this application until the entire project is constructed, an updated development schedule shall be submitted to the Planning Division.

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, 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 (with counsel selected by the City) 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. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval or the issuance of a building permit. 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.

10. Conditional Use Permit approval is required prior to development of any project on this site.

11. At the time this site is developed, all public improvements shall be installed along the property frontage (including frontage on Pacific Drive, Stinson Drive, Horizons Avenue, and Compass Pointe Avenue).

12. Any development on the site shall comply with all mitigations measures outlined in Initial Study #14-26 (Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum) and described in the mitigation monitoring program found at Attachment L of Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum.

n:shared:planning:PC Resolutions:GPA#14-04/Rev#2 to FCSP/SUP Rev#4 to PD#46 Bruno Exhibit A

ENVIRONMENTAL REVIEW #14-26
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 the General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision 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 #14-26 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 General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46. 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.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

General Plan Amendment #14-04/Revision 32 to the Fahrens Creek Specific Plan/ Site Utilization Plan Revision #4 to Planned Development (P-D) #46 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).

C) Air Quality

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-1	C-1) The project applicant shall submit an Indirect Source Review (ISR) to the San Joaquin Air Pollution Control Board in compliance with District Rule 9510 and shall comply with all other applicable District Rules. The San Joaquin Valley Air Pollution Control District recommends this application be submitted as early as possible or prior to the final discretionary approval.	Prior to Conditional Use Permit (CUP) approval	Planning Department	
C-1	C-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A)	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-2	C-3) Compliance with Mitigation Measures C-1 and C-2 above would reduce this impact to a less than significant level.	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	
D) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-1) If any development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey shall be conducted by a qualified biologist to determine whether nesting activities are taking place within the area. If it is found that nesting activities are taking place, the project shall take necessary actions, including delaying the start of construction, to ensure the species is not disturbed.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	
D1	D-2) With regard to the Giant Garter Snake, for any development taking place in proximity to Fahrens Creek corridor, from the west edge of R Street to the north edge of Yosemite Avenue the following actions shall be taken: a) Provide environmental awareness training to contractors doing work in this area; b) Restrict construction along the Creek to only the snake's active season (May 1 through September 30); and, c) Have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-3) No development shall occur within 50 feet of the centerline of the creek (or 25 feet from the crown, whichever is greater).	Building Permit	Planning Department	
D1	D-4) The project shall comply with all applicable mitigation measures for Expanded Initial Study (EIS) #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09. Refer to the Mitigation Monitoring Program prepared for EIS #00-31 at Attachment A.	Building Permit	Planning Department	
D2	D-5) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D4	D-6) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D5	D-7) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
E) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E1	E-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Planning Department	
E2	E-2) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E3	E-3) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
E4	E-4) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
F) Geology and Soils				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
F2	F-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.	Building Permit	Inspection Services	
H) Hydrology and Water				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-1	H-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-2	H-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-3	H-3) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-4	H-4) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-4	H-5) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-5	H-6) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-5	H-7) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-7	H-8) The project shall comply with all requirements of the California Building Code and 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.	Building Permit	Inspection Services / Engineering	
H-7	H-9) At the time of submittal for a Conditional Use Permit (CUP), the developer shall provide a hydrology study demonstrating the effects of constructing a portion of the parking area within the flood way. This document shall be reviewed and approved by the Development Services Director.	Building Permit	Inspection Services / Planning Department / Engineering	
K) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
K-1	K-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
K-2	K-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

O. Transportation/Traffic				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
O-1	O-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

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

EXPANDED INITIAL STUDY #00-31
for
FAHRENS CREEK ANNEXATION
TO THE CITY OF MERCED

Appendix C
Mitigation Monitoring Program

ATTACHMENT A

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 the Fahrens Creek Annexation shall run with the real property that is the subject of Annexation Application #00-31 to the City of Merced. 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 Fahrens Creek Annexation 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, the *Expanded Initial Study for the Fahrens Creek Annexation to the City of Merced* incorporates some mitigation measures adopted as part of the *Merced Vision 2015 General Plan Program Environmental Impact Report* (SCH# 95082050), as mitigation for potential impacts of the Project. Therefore, following the Fahrens Creek Annexation Mitigation Monitoring Checklist (starting on page A-15) is a list of these relevant General Plan mitigation measures along with the General Plan Mitigation Monitoring Checklists (Forms A and B) to be used to verify that the General Plan mitigation measures have been met.

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 City Planner in written form providing specific information on the asserted violation. The City Planner shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City Planner 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 the Fahrens Creek Annexation. The columns within the tables are defined as follows:

Mitigation Measure: Summarizes the Mitigation Measure (referenced by number) identified in Expanded Initial Study #00-31.

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.

Verification: These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Fahrens Creek Annexation
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).

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	A. EARTH			
A-1	Grading and excavation shall be conducted according to City of Merced standards to reduce the effects of disruptions, displacement, compactions, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-2	The Project applicants shall prepare grading plans for individual projects for review and approval by the City of Merced Inspection Services, Engineering, and Public Works Departments prior to approval of building permits. The grading plans shall include the nature and extent of work proposed, phasing, and minimize the effects of disruptions, displacement, compaction, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-3	Prior to approval of any improvement or building plans, the City shall review plans for drainage and storm water run-off control systems and their component facilities, as required, to ensure that these systems are non-erosive in design.	*Tentative Map* *Building Permit*	*City Engineering & Public Works*	

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
A-4	Upon completion of construction, subsequent Projects 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, subject to the approval of the City.	*Certificate of Occupancy*	*City Inspection Services*	
A-5	Projects under review shall be required to submit temporary erosion control plans for construction activities.	*Building Permits*	*City Inspection Services*	
A-6	Prior to the issuance of a building permit, the applicant shall design all structures according to the Uniform Building Code Seismic Section 3.	*Building permits*	*City Inspection Services*	
A-7	A soils report shall be prepared by a qualified soils or civil engineer, consistent with the provisions of the State Subdivision Map Act, prior to approval of a final subdivision map or building permit, if applicable as required by Merced Municipal Code.	*Final Maps*	*City Engineering & Public Works*	
A-8	Building plans shall be reviewed by a registered engineer specializing in geo-technical assessments to ensure that the soils can support the load.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
	B. AIR			
B-1	All active portions of construction sites, earthen access roads, and material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. Where feasible, reclaimed water shall be used.	*Building Permits*	*City Inspection Services*	
B-2	All clearing, grading, earth moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour.	*Building Permits*	*City Inspection Services*	
B-3	All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	*Building Permits*	*City Inspection Services*	
B-4	The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. This can be accomplished by mowing instead of disking for weed control and seeding and watering inactive portions of the construction site until grass is evident, if construction time frames warrant.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
B-5	Construction site vehicle speeds shall be limited to 15 miles per hour.	*Building Permits*	*City Inspection Services*	
B-6	If used, petroleum-based dust palliatives shall meet the road oil requirements of the District's rule regarding Cutback Asphalt Paving Materials.	*Building Permits*	*SJVUAPCD*	
B-7	Streets adjacent to the Project site shall be swept as needed to remove silt and/or mud that may have accumulated from construction activities. The streets are required to be wet prior to or in conjunction with rotary sweeping.	*Building Permits*	*City Inspection Services*	
B-8	All internal combustion engine-driven equipment shall be properly maintained and well tuned according to the manufacturer's specifications.	*Building Permits*	*City Inspection Services*	
B-9	When reasonably available and economically feasible, diesel powered or electric equipment shall be utilized in lieu of gasoline powered engines.	*Building Permits*	*City Inspection Services*	
B-10	Construction activities shall minimize obstruction of through traffic lanes adjacent to the site and a flag person shall be retained to maintain safety adjacent to existing roadways.	*Building Permits*	*City Inspection Services*	
B-11	Prior to issuance of a grading permit, the project will be required to comply with District Regulation VIII. Specifically, the rules that apply to this project are: Rule 8010 (Administrative Requirements) and Rule 8020 (Construction, Demolition, Excavation, and Extraction Activities). Additional rules that may apply to this project depending on construction practices employed are: Rule 8030 (Handling and Storage of Bulk Materials), Rule 8060 (Paved and Unpaved Roads), and Rule 8070 (Parking , Shipping, Receiving, Transfer, Fueling, and Service Areas).	*Building Permits*	*SJVUAPCD*	
B-12	At the City Planner's discretion, subsequent projects within the Project boundaries may be required to submit an air quality analysis to the City prior to construction. Such studies shall outline any impacts associated with specific processes or activities to be present on-site.	*Site Plan Approval*	*City Planning*	
(B-13)	(General Plan 1-d) Development construction activity shall implement appropriate dust (PM10) suppression techniques as required by the SJVRAPCD.	*Building Permit/Construction*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
C. WATER			
C-1 Prior to approval of a Final Map or subsequent development projects, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet Project demands and that improvements are consistent with the *Merced County Critical Area Flooding and Drainage Plan* and any updates.	*Tentative Maps*	*City Engineering & Public Works*	
C-2 Prior to alteration or removal of the existing elevated YVRR roadbed in the eastern portion of the project area, the property owner shall demonstrate, through competent analysis acceptable to the City of Merced, what effect removal of the roadbed will have on area flood waters delineated in the Special Flood Hazard Area identified on the east side of the roadbed, including impacts to other properties.	*Tentative Maps* *Building Permits* *Conditional Use Permits/Site Plan Approvals*	*City Engineering & Public Works*	
C-3 Prior to approval of subsequent development projects, the applicants shall demonstrate to the City that temporary erosion control measures will be followed during construction.	*Building Permits*	*City Inspection Services*	
C-4 As individual projects are determined, the applicants shall provide detailed information to the City regarding projected water usage. The applicants shall provide all water system needs (including wells, water mains, etc.) for individual projects or pay equivalent fees to insure the construction of the necessary water infrastructure.	*Building Permits/ Parcel Maps*	*City Engineering & Public Works*	
C-5 Industrial users shall recycle their own water if feasible and implement water conservation measures and techniques as determined for individual projects.	*Building Permits*	*City Engineering & Public Works*	
C-6 Areas within 100-year flood plains will be required to comply with all pertinent provisions of the City's Flood Damage Prevention Ordinance (MMC 17.48) and all updates. (C-7) (General Plan 2-a) When site-specific development proposals with direct discharge into the area's surface water system are submitted to the City for review and action, Best Management options should be evaluated to determine need and feasibility.	*Building Permits* *Subdivision maps/Parcel maps/ Building permits*	*City Inspection Services & Engineering Engineering*	
(C-8) (General Plan 2-b) Water conservation policy of the City should be periodically reviewed to determine need, appropri- ateness, and feasibility of implementing conservation practices suggested in the Merced Water Supply Plan.	*Subdivision maps/Parcelmaps/ Conditional Use Permits*	*Engineering/Public Works/ City Planning*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	E. ANIMAL LIFE			
E-1	If any future development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey should be conducted by a qualified biologist to determine whether nesting activities are taking place within appropriate portions of the project area covered by this species assessment (Appendix A) (Fahrens Creek corridor from the west edge of "R" Street to the north edge of Yosemite Avenue).	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
E-2	With regard to the Giant Garter Snake, for any development taking place in proximity to the Fahrens Creek corridor, from the west edge of "R" Street to the north edge of Yosemite Avenu: a) provide environmental awareness training to contractors doing work in this area; b) restrict construction along the Creek to only the snake's active season (May 1 through September 30); and c) have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
	F. NOISE			
F-1	A 6 foot or higher sound wall or earthen berm (or combination of both), or some other acceptable method for achieving comparable noise reduction, may need to be constructed to meet the City's outdoor noise level standards of DNL 60dB for new residential development adjacent to perimeter arterials (Yosemite Avenue and "R" Street). Depending upon the DNLs and the acoustical shielding provided by the first row of buildings (if any), existing and new residential development located a greater distance from the perimeter arterials may require lower sound walls or a combination of sound attenuation measures. As an alternative to sound walls, new dwelling units may be oriented so that the outdoor use areas would be shielded by the building. As necessary detailed noise projections should be prepared to corroborate earlier noise studies/projections and actual height requirements for sound walls, prior to recordation of final maps for each phase of residential development falling within applicable noise zones.	*Final Maps* *Building Permits*	*City Planning*	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
F-2 Project residential developments constructed within pertinent noise zones in proximity to Yosemite Avenue and "R" Street would require sound-rated windows, as well as sound-rated exterior wall assemblies where necessary, or other acceptable methods of sound attenuation to achieve comparable noise reductions, to be consistent with the 45 dB interior noise level maximum.	*Final Maps* *Building Permits*	*City Planning*	
F-3 Trucks used for the development of Fahrens Creek will be required to use the City's designated truck routes, to be demonstrated by the project applicant through the submittal of a construction traffic plan to the City Engineer prior to the issuance of grading permits.		*City Planning* *City Inspection Services*	
F-4 All construction activity shall be conducted in accordance with City of Merced standards for times of operation.	*Building Permits*	*City Inspection Services*	
F-5 Grading and construction activity shall be limited to daylight hours(between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	*Building Permits*	*City Inspection Services*	
F-6 In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	*Building Permits*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
G. LIGHT AND GLARE			
G-1 The applicants shall utilize lighting fixtures of minimal wattage necessary to provide adequate lighting for security, industrial operations, and circulation. Light spill shall be controlled by baffles, cut-off lenses, and fixture height necessary to minimize spill-over onto adjacent properties. Prior to building permit approvals, lighting plans shall be submitted for review by the City which specifies lighting type, location, and methods for minimizing spill.	*Building Permits*	*City Planning*	
M. TRANSPORTATION /CIRCULATION			
M-1 The Project shall pay all fees as required under the City's Public Facilities Impact Fees (Chapter 17.62 of the Merced Municipal Code).	Certificate of Occupancy	City Planning & City Engineer	
M-2 The developer shall construct all collector, local, or cul-de-sac streets within the Project boundaries to their ultimate right-of-way with full frontage improvements as defined by the City of Merced Standard Designs for all Engineering Structures and the Merced Vision 2015 General Plan and any amendments thereto. This will include its proportional share of the proposed Reverse Frontage Road North-South Collector to be located along the west boundary of AREA A/east boundary of AREA B (and, if included, along the east boundary of AREA C), and any new interior streets within the Project boundaries. The timing of construction of the improvements is to be governed by the Subdivision Map Act and/or local ordinance.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-3 The developer shall dedicate half the required right-of-way for all arterial and higher order streets adjacent to the Project boundaries as defined in the *Merced Vision 2015 General Plan*. This includes both Yosemite Avenue and "R" Street (each adjacent to AREA A), as well as Highway 59 (currently several design concepts are under study/evaluation by Caltrans) adjacent to AREA B (and, if included, AREA C). Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of right-of-way dedication exceeds the City's development standards for a collector street (currently 74 feet for a collector street located entirely within the Project and 37 feet for a collector abutting the Project), then the developer is eligible for reimbursements in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional dedication.	Tentative Maps/Site Plan Reviews	City Planning & Engineering	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
M-4 The developer shall construct the "collector equivalent" (74 feet) portion of the right-of-way, along with full frontage improvements along the Project boundaries and at least one travel lane in each direction, for all arterial and higher order streets within the Project boundaries. Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of street improvements exceeds one-half of a "collector equivalent" street for a project fronting only one side of the street, the project is eligible for reimbursement for the cost of improvements exceeding the one-half "collector equivalent" in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional improvements.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-5 The owner of each adjacent corner within AREA A shall be responsible for one-quarter of the cost of a traffic signal, to City standards and the satisfaction of the City Engineer, at each quarter mile/half-mile collector intersection with Yosemite Avenue, as well as the intersection of Lehigh Drive (extended) with "R" Street, whenever warrants are met in the judgment of the City Engineer. In such a case, installation of an intersection traffic signal by one developer could even be required at any of these locations by the City Engineer prior to full build-out and adjacent properties, if warrants are met, subject to adopted reimbursement requirements. Security shall be determined at the time of first subdivision map or other discretionary action.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
(M-6) (General Plan 7a) Appropriate traffic studies shall be prepared for all development projects which can be expected to reduce a road segment or intersection level of service below "D." (Note: Studies are not anticipated, based upon current projections, but could be required in the event of furture changes).	Subdivision Map/ Conditional Use Permit	Engineering	
(M-7) (General Plan 7b) The City shall require all development proposals to contribute, based on their proportionate share of impact, to circulation system improvements necessary to maintain at least a level of service "D" on all road segments and intersections impacted by the development project.	Subdivision Map/ Conditional Use Permit	Engineering/Planning/ Finance	

	N. PUBLIC SERVICES			
	FIRE			
N-1	The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.	Tentative Maps/ Parcel Maps Building Permits	City Planning & Fire	
	SCHOOLS			
N-2	Careful coordination is required between City, developer(s), and School District regarding phasing of infrastructure improvements within the general area, to achieve safe, adequate access for both school construction and operation.	Tentative Maps/ Parcel Maps Building Permits	Planning staff, City Engineer, and City School District	
N-3	Prior to the issuance of building permits, the applicant shall be responsible for the payment of school facility impact fees as adopted by the Merced City School District and Merced Union High School District.	Building Permits	City School District and MUHSD	
(N-4)	(General Plan 8-c) Site designs will need to be reviewed to assure that development does not hinder efficient and cost-effective public services delivery.	Tentative Maps/ Parcel Maps/ Conditional Use Permits	Planning staff, City Engineer, and City School District	
(N-5)	(General Plan 8-d) Development projects will be required to pay public facilities impact fees as established by the City in accordance with the requirements of State law.	Building Permit	Planning Staff/ Finance	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	T. CULTURAL RESOURCES			
T-1	If evidence of archaeological artifacts is discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	*Building Permits*	*City Inspection Services*	
T-2	On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	*Building Permits*	*City Inspection Services*	

Copies of This Form Distributed To:

_____ City Council _____ City Manager _____ City Planner _____ Public Works Dir._____ City Engineer _____ Fire Chief
_____ Police Chief _____ Leisure Serv. Dir. _____ County of Merced (Dept. _____) _____ Other (List_____)
_____ Responsible Agency: (List _____)

I hereby certify that I have inspected the project site and that the above information is true to the best of my knowledge.

Name: (Print) _____Representing: (Agency/Firm) _____

Signature: _____Date:_____

CITY OF MERCED
Planning & Permitting Division

STAFF REPORT:	**#15-05-3rd Addendum**	**AGENDA ITEM: 4.2**
FROM:	Kim Espinosa, Planning Manager	**PLANNING COMMISSION MEETING DATE: May 20, 2015 (Cont'd from March 4, and April 22, 2015)**
PREPARED BY:	Julie Nelson, Associate Planner	**CITY COUNCIL MEETING DATE: July 6 or July 20, 2015 (Tentative)**

SUBJECT: **General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46,** initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the future construction of an apartment complex with 136 units on an approximately 5.9-acre portion of the property. *PUBLIC HEARING*

ACTION: PLANNING COMMISSION:

Recommendation to City Council

1) Environmental Review #14-26 (Mitigated Negative Declaration)
2) General Plan Amendment #14-04
3) Revision #2 to the Fahrens Creek Specific Plan
4) Site Utilization Plan Revision #4 to Planned Development #46

CITY COUNCIL:

Approve/Disapprove/Modify

1) Environmental Review #14-26 (Mitigated Negative Declaration)
2) General Plan Amendment #14-04
3) Revision #2 to the Fahrens Creek Specific Plan
4) Site Utilization Plan Revision #4 to Planned Development #46

ATTACHMENT 13

SUMMARY

The applicant is requesting changes to the land use designations for a portion of a 10.42-acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue within Planned Development (P-D) #46 (Attachment A). If approved, the applicant is proposing to construct a 136-unit apartment complex on an approximately 5.9-acre portion of the parcel (Attachment B). The parcel has a variety of land use designations according to the City's General Plan Land Use Diagram (Attachment C). Approximately 4 acres of the parcel have a General Plan designation of Village Residential (VR), approximately 6.2 acres have a Low Density Residential (LD) designation, and approximately 0.22 acres have an Open Space/Parks designation. The Fahrens Creek Specific Plan and Site Utilization Plan for Planned Development #46 identify approximately 3.66 acres of the site as Village Residential and the remaining area as Low-Density Residential (Attachment D). The proposed apartment complex would be marketed to students attending UC Merced, but could also be rented to the general public.

If the General Plan Amendment and Site Utilization Plan Revision are approved, the developer would apply for a Conditional Use Permit to approve the construction of the 136-unit apartment complex including the required parking, an office/lounge building, and a swimming pool (Attachment B). The apartment complex would have a total of 17 buildings with 8 units each (4 units downstairs and 4 units upstairs). Covered parking would be provided for all units. Approximately 4.5 acres of the site have been designated as a "floodway" on the Flood Insurance Rate Map (FIRM) making it undevelopable for structures (Attachment E). Therefore, the project area only encompasses approximately 5.9 acres. A small portion of the parking area would encroach into the floodway which would be allowable if proper documentation is provided and approved per Merced Municipal Code Section 17.48.190 (Attachment I). However, the applicant has provided an alternative site plan that reduces the number of units and removes all structures out of the flood way at Attachment L. This option may be presented at the Conditional Use Permit stage for approval.

Although a preliminary site plan has been provided with this application, the Planning Commission's action is to make a recommendation on the General Plan Amendment, Specific Plan Revision, and Site Utilization Plan Revision. The site plan could be changed at the Conditional Use Permit stage as per Condition #1 below. At the Conditional Use Permit stage, staff would provide details on the actual development including the number of bedrooms, parking, amenities, etc. Staff is recommending approval subject to the conditions below.

RECOMMENDATION

Planning staff recommends that the Planning Commission recommend: a) approval of Environmental Review #14-26 (Mitigated Negative Declaration); b) General Plan Amendment #14-04; c) Revision #2 to the Fahrens Creek Specific Plan; and, d) Site Utilization Plan Revision #4 to Planned Development #46 (including the amendment to Planning Commission Resolution #2675 deleting Condition #18), and (including the adoption of the Resolution at Attachment M) subject to the following conditions:

*1) The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) - Attachment B of Planning Commission Staff Report #15-05-3rd Addendum, except as modified by the conditions below or subsequent Conditional Use Permit approval.

*2) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

*3) The Project shall comply with the conditions set forth in Planning Commission Resolution #2675 (Attachment F of Planning Commission Staff Report #15-05-3rd Addendum) for Annexation Application #00-03, Pre-Zone Application #00-03, General (including Specific) Plan Amendment #00-09, and Environmental Review #00-31 (including the Mitigation Monitoring Program found at Attachment G of Planning commission Staff Report #15-05-Addendum #3) previously approved for this project, except as amended by this action (which includes the deletion of Condition #18).

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

*5) Approval of the General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision are 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.

*6) In accordance with Merced Municipal Code Section 20.42.130, this project will be constructed according to the following development schedule: construction shall begin no later than January 1, 2016 with completion of construction by June 1, 2017. On each anniversary of the approval of this application until the entire project is constructed, an updated development schedule shall be submitted to the Planning Division.

*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, 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 (with counsel selected by the City) 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) Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval or the issuance of a building permit. 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.

*10) Conditional Use Permit approval is required prior to development of any project on this site.

*11) At the time this site is developed, all public improvements shall be installed along the property frontage (including frontage on Pacific Drive, Stinson Drive, Horizons Avenue, and Compass Pointe Avenue).

*12) Any development on the site shall comply with all mitigations measures outlined in Initial Study #14-26 (Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum) and described in the mitigation monitoring program found at Attachment L of Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum.

(*) Denotes non-discretionary conditions.

PROJECT DESCRIPTION

The project request is to allow a change to the General Plan land use designation, Fahrens Creek Specific Plan designation and the designation on the Site Utilization Plan for Planned Development (P-D) #46 for a portion of the 10.42-acre parcel. The applicant is requesting the land use designation for the parcel be changed to Village Residential and Multi-family Residential to allow the construction of a 136-unit apartment complex. The applicant's request includes the following changes:

Requested Changes

Plan	Area	Existing Designation	Proposed Designation
General Plan	6.2 acres (+/-)	Low Density Residential (LD)	Village Residential (VR)
Fahrens Creek Specific Plan	6.76 acres (+/-)	Low Density Residential (LD)	Village Residential (VR)
Site Utilization Plan for Planned Development (PD) #46	6.76 acres (+/-)	Low Density Residential (LD)	Village Residential (VR)

If the requested changes to the land use designations are approved, the applicant would submit an application for a Conditional Use Permit to allow the construction of the proposed 136 apartment units. The apartment complex would have a total of 17 buildings with 8 units each (4 units downstairs and 4 units upstairs). Covered parking would be provided for all units. The complex would also include an office/lounge building and a swimming pool. Refer to Attachment B for a site plan of the proposed complex.

Approximately 5 acres of the project site is located within an area that has been designated as a "Floodway" on the Flood Insurance Rate Map (FIRM). As such, this area is not available for development of structures. The proposed site plan does not show any structures located within the floodway. However, a portion of the parking lot would be within the floodway. According to the Merced Municipal Code (MMC) Section 17.48.190, if certification is provided by a registered professional engineer or architect demonstrating that encroachments would not result in any increase in the flood levels during the occurrence of the base flood discharge, construction of certain types of improvements (including a parking lot as proposed) may be allowed within the floodway area.

The project site is located within close proximity to property designated for commercial development (Attachment A) and is across the street from the Compass Pointe Apartments which should be under construction within the next few months. The Compass Pointe Apartments are required to install a bus stop along their property frontage on Horizons Drive. This bus stop could also be utilized by this proposed development.

Surrounding Uses
(Attachment A)

Surrounding Land	Existing Use of Land	Zoning Designation	City General Plan Land Use Designation
North	Single-Family Residential (across Pacific Drive)	P-D #46	Low Density Residential (LD)
South	Dog Park (across Fahrens Creek)	P-D #46	Open Space/Recreation (OS)
East	Vacant	P-D #46	Low Density Residential (LD)
West	Future Apartment Complex (across Horizons Avenue)/ Vacant and Single-Family Residential (across Compass Pointe Avenue)	P-D #46	Village Residential (VR)/Neighborhood Commercial Office (CN)

BACKGROUND

The project site was annexed into the City in January 2003, as part of an approximately 273.6-acre area that created the Fahrens Creek Specific Plan and established Planned Development (P-D) #46. The Fahrens Creek Specific Plan includes the area bounded by Highway 59 to the west, Lehigh Drive (extended) to the north, R Street to the east, and Yosemite Avenue to the south (with the exception of the northeast corner of Highway 59 and Yosemite Avenue which remains in the County). Planned Development (P-D) #46 is within those same boundaries. The subject site had two land use designations as part of the Fahrens Creek Specific Plan and Planned Development (P-D) #46. As shown on the map at Attachment D, a portion was designation for Village Residential (VR) and another portion was designated for Low Density Residential (LD).

This project was originally scheduled to come before the Planning Commission on February 4, 2015. However, due to an error found in the report and environmental document regarding the flood map provided, staff advised the item should be tabled and re-noticed to allow the re-circulation of the revised environmental document.

New public hearing notices were sent out for this item to be heard on March 4, 2015. However, prior to the meeting, the owner requested the item be continued to the Planning Commission meeting of April 22, 2015, to allow the owner and developer time to work out some issues that had arisen. Prior to that meeting, staff had received a letter from Keith Tetangco which expressed his concern with the change from Low-Density Residential to High Density Residential. This letter can be found at Attachment J.

Prior to the meeting of April 22, 2015, staff received another request from the property owner requesting this project be continued to the meeting of May 20, 2015.

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) The applicants are requesting to change the land use designation for a 6.2-acre portion of the 10.42-acre subject property from Low Density Residential (LD) to Village Residential (VR) and to amend the land use designations of the Fahrens Creek Specific Plan and Site Utilization Plan for Planned Development (P-D) #46 from single-family residential to multi-family residential. The rest of the property, with the exception of the small portion designated as Open Space/Park (OS), is already designated as Village Residential (VR).

The proposed changes would achieve the following General Plan land use policies:

Land Use 1.2.a:	Encourage higher-density residential developments within walking distance (approximately ¼ mile) of commercial centers.
Land Use 2.8.e:	Preserve the existing housing stock and build a mix of new higher density housing.
Land Use 3.1.c:	Plan areas for higher density development within ¼ mile of locations identified as transit hubs and commercial centers.
Land Use 3.1.d:	Encourage higher densities in areas served by the full range of urban services. Consider higher housing densities for areas around existing and planned transit hubs.
Housing H-1.1:	Support increased densities in residential areas.

Traffic/Circulation

B) The project consists of 136 future apartments and is located at the southeast corner of Pacific Drive (Collector Road) and Horizons Avenue (Local road). The project also has frontage along Stinson Drive (local road) between Compass Pointe Avenue (Collector Road) and Horizons Avenue (refer to location map at Attachment A). The subject site consists of 10.4 acres, but because of the floodway on the southern end of the property, only 6.4 acres (approximately) are developable. Access to the site would be from the main driveway on Horizons Avenue or the secondary driveway on Stinson Drive.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual (8th Edition), the Average Daily Trips (ADT's) for Apartments based on the number of units is 6.65 trips per unit. Based on this rate, the project would generate 904 Average Daily Trips. Peak Hour Trips (PHT's) for one hour between 4 and 6 p.m. are calculated at a rate of 0.62 trips per unit, resulting in 84 PHT's.

If the gross site area was developed at maximum density under the current land use designations (without a reduction due to the floodway), the area designated for Village Residential would generate 798 ADT's and 74 PHT's. The area designated as Low Density Residential would generate 345 Average Daily Trips and 36 Peak Hour Trips. Based on this, the total Average Daily Trips for this site would equal 1,143 ADT's and the Peak Hour Trips would equal 110 PHT's. Therefore, if the site was developed at

maximum density under the current land use designations, the traffic generated would be more than that of the proposed development.

Level of Service (LOS)

The major roadways surrounding the site are R Street to the east, North Highway 59 to the west, and Yosemite Avenue to the south. According to Table 4.4 (Merced SUDP/SOI Arterial Street System Traffic Volume & Level of Service) of the *Merced Vision 2030 General Plan*, R Street and Yosemite Avenue are currently operating at an acceptable level of service. The General Plan designates a Level of Service (LOS) D as an acceptable level for traffic flow. Based on projections for 2030 (General Plan Buildout), R Street would be operating at an LOS F between Olive Avenue and Yosemite Avenue and would be operating at an LOS C+ from Yosemite Avenue to Cardella Road. Yosemite Avenue is expected to maintain its current level of service of C+ at General Plan Buildout. North Highway 59 is currently operating at an LOS F from Olive Avenue to Yosemite Avenue which is below the acceptable level of service (LOS) established by the General Plan. According to the projections for 2030, this roadway segment is expected to improve to an acceptable level of LOS D.

Although the level of service for R Street is expected to drop below an acceptable level at General Plan Buildout, it would not be due to this proposed change. Therefore, this project is not responsible for any future improvements to R Street. The same is true for North Highway 59. Even though it currently operates at an unacceptable level (LOS F), this project is not responsible for any improvements to this roadway. The proposed project would not generate enough traffic on any of the City's major roadways to reduce the level of service below an acceptable level. The Public Facilities Impact Fees and Regional Transportation Impact Fees for the project will pay for its impacts to regional and City roadways.

It should also be noted that a bus stop will be constructed on Compass Pointe Avenue as part of the Compass Pointe Apartments project. This will provide an alternative transportation method within close proximity to the proposed project site. This should help reduce some of the traffic in the area.

Parking

C) Parking requirements for apartments are 1.75 spaces for each unit up to 30 units and 1.5 spaces for each unit thereafter. Based on this ratio, the proposed apartments would be required to provide 212 parking spaces. The proposed site plan shows 228 parking spaces. Information on the parking is provided for information only. The parking for the site would be approved with the Conditional Use Permit.

Public Improvements/City Services

D) *Water*

An 8-inch water line exists in Horizons Avenue near Pacific Drive. There is also an 8-inch line in Compass Pointe Avenue and a 16-inch water line in Pacific Drive. The development would be able to connect to any of these locations to provide water service to the site.

Wastewater

Sewer lines are also located in these same streets. There is sufficient capacity within these lines to serve the proposed development.

Storm Drainage

Storm drain lines exist in Pacific Drive and Compass Pointe Avenue. The project would be required to provide storage of storm water on the site and meter it into the City's storm drain system. The developer would be required to provide calculations to confirm there is capacity in the existing system to serve the proposed project. If there is not sufficient capacity, the developer would be required to provide an alternative to using the existing lines.

Streets

The project would be required to install all missing street improvements, including streets, sidewalk, curb, gutter, and street trees along the property frontage. Currently, Stinson Drive and the portion of Horizons Avenue south of Pacific Drive do not exist. These roadways would be installed with the Compass Pointe Apartment project to the west, but the proposed project on this site would be responsible for reimbursing the owners of the Compass Pointe Apartments for a portion of the road and for installing curb, gutter, sidewalk, and street trees along the property frontage.

Flood Zone/Floodway

E) The project site has three different flood zones. The northern portion (approximately 1.5 acres) is not located outside the 100 year flood plain and is designated as a Flood Zone X on the Floor Insurance Rate Map (FIRM), revised December 2, 2008. Moving south from the northern corner, approximately 1.7 acres are designated as a Shaded X (0.2% chance of flooding). Continuing south, approximately 3.1 acres are within an AE Flood Zone. The remaining portion of the parcel, approximately 4 acres is within a designated floodway (see map at Attachment E). The construction of the apartment buildings would be within the X, Shaded X, and AE designated areas. However, a small portion of the parking area (pavement only) would be located within the floodway. In order to ensure the construction of the parking area would not affect the floodway and increase the risk of flooding to the area, the developer would be required to provide certification as required by MMC Section 17.48.190 (Attachment I). In addition, all other mitigation measures approved with the annexation of the site would be implemented (Attachment G). Some of the residential structures would be constructed within a flood zone. All measures required by the California Building Code (CBC) and the Federal Emergency Management Agency (FEMA) would be required to ensure the finished floor of the residential structures are above the flood level.

Building Design

F) The applicant has not submitted detailed building plans at this point. If this request is approved, the applicant would apply for a Conditional Use Permit at which time the building design would be reviewed as well as information provided on the number of bedrooms, parking, and other amenities.

Site Design

G) The following information on the site design is being provided for information only. The site design would be reviewed at the Conditional Use Permit stage.

The site includes 17 apartment buildings, an office/lounge building and a swimming pool. The project proposes the main driveway entrance to be on Horizons Avenue, just south of Pacific Drive and a secondary driveway on Stinson Drive, east of Compass Pointe Avenue. Nine of the seventeen buildings are located along the street. The other six apartment buildings and the office/lounge building are on the interior of the lot.

The site plan option provided at Attachment L reduces the number of buildings to 13 and the number of units to 104. This option removes all buildings from the floodway. The applicant would determine at the Conditional Use Permit stage which option they wish to submit for approval.

Neighborhood Impact/Interface

H) The site is located on the south side of Pacific Avenue. Currently, there are no uses adjacent to the site, but the Compass Pointe Apartments (96 units) will begin construction in the near future. There are single-family dwellings to the north of the site across Pacific Drive.

Given the roadway design, there would only be 3 buildings visible from Pacific Drive and two on Compass Pointe Avenue (Attachment B). All the buildings would be two-story buildings, but are separated from the single-family homes by a roadway. All the houses along Pacific Drive would be at least 100 feet from the nearest building. The nearest building to the homes along Compass Pointe Avenue would be approximately 88 feet away.

Although there is a parcel to the east that is designated for Low-Density Residential development, an application has been submitted requesting a change to the land use designation for that property to also allow multi-family development. If approved, there would be no single-family dwellings adjacent to this site. This application will likely be considered by the Planning Commission and City Council in the next few months.

The proposed project would add traffic to the area, but given the fact that traffic would not have to enter the surrounding single-family neighborhoods to access the project site, the impact from traffic would be mostly limited to Pacific Drive and Compass Pointe Avenue. Pacific Drive is a Collector Street and intended to carry a larger volume of traffic. Given the fact that the primary entrance is closer to Pacific Drive than Compass Pointe and the fact that only right turns could be made on Yosemite Avenue from Compass Pointe Avenue, it's anticipated that the majority of the traffic would be using Pacific Drive.

At the time of the Conditional Use Permit review, conditions could be placed on the project to limit potential impacts to the neighborhood and ensure the design is compatible with the surrounding neighborhoods.

Public hearing notices were sent out to all property owners within 300 feet of the site. To date, staff has not received any comments or concerns regarding this project. In addition,

on January 22, 2015, the applicant held a neighborhood meeting. Notices were sent to all property owners within 300 feet of the site. No one attended the meeting.

Prior to the April 22, 2015, Planning Commission meeting, staff received a letter from Keith Tetangco expressing his concern about the land use change (Attachment J).

On May 1, 2015, Joan Porter hand-delivered a letter to the Planning Department regarding construction in the floodplain (Attachment K). Although the letter does not identify this project as the subject of her letter, this is the only project staff is currently working on that involves the flood plain. Therefore, staff has included the letter as part of this report.

Deletion of Condition #18 of Planning Commission Resolution #2675

I) As previously discussed, this property was part of an annexation that consisted of 273.6 acres. At the time of annexation, the Fahrens Creek Specific Plan and the establishment of Planned Development (P-D) #46 were also approved. One of the conditions placed on development at that time included Condition #18 of Planning Commission Resolution #2675 as follows (Attachment F):

18) No approvals will be adopted or permits issued by the City of Merced, for actual construction on the portion of the Fahrens Creek Specific Plan depicted on Attachment 3* and Exhibit 1*, as further described as that portion outlined by heavy dashed line, until authorization has been received from, or a waiver acceptable to the City has been granted by, the U.S. Army Corps of Engineers (the "Corps") regarding flood control measures to be taken to comply with that portion of the Merced Streams Group Project located within the Fahrens Creek Specific Plan. If the Corps does not authorize construction in that portion of the property, or grant a satisfactory waiver by December 31, 2005, the applicant may request review of this condition by the City Planning Commission to determine whether, at that time, an extension of this condition is necessary or advisable (*Attachment 3 to City Manager Administrative Report on Fahrens Creek Specific Plan Adoption, dated December 10, 2001; and Planning Commission/City Council Exhibit 1: Fahrens Creek Specific Plan).

Currently there is no approved plan, alignment, or concept for a flood channel, and channelization is not considered to be feasible at this time. Therefore, staff is recommending that the previously approved Condition #18 from Planning Commission Resolution #2675 be deleted.

Land Use/Density Issues

J) The project site currently has three land use designations: Village Residential, Low Density Residential, and Open Space/Park. The proposal is a request to change the site (excluding the area designated as Open Space/Park – approximately 0.22 acres) to Village Residential. If approved, 10.2 acres would be available to develop multi-family residential units. The proposed 136-unit apartment complex would equal a density of 13 units per acre. The applicant is requesting a Village Residential (VR) land use designation which allows 7 to 30 units per acre for a minimum average of 10 dwelling units per acre.

Currently, approximately 6.2 acres of the site is designated for Low Density Residential (LD). This land use designation would allow 2 to 6 dwelling units per acre. As such, under the current LD designation, a maximum of 37 units would be allowed on this portion of the site.

Approximately 4 acres of the site are already designated for Village Residential. Based on the maximum density allowed (30 units/acre), 120 units could be allowed on this 4 – acre portion of the site.

Based on the above information, the maximum density for the site could be 157 units. The proposed project would construct 136 units which is within the density allowed for Village Residential (VR).

It should also be noted that because of the awkward shape of this parcel, "a reverse L," it would be difficult to develop the site with a traditional single-family development. Its proximity to future commercial development also makes it desirable for multi-family development. For these reasons, staff is recommending approval of the change in land use.

Environmental Clearance

K) The Planning staff has conducted an environmental review (Initial Study # 14-26) 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 #14-26) is being recommended (Attachment H).

Attachments:

A) Location Map – Refer to Attachment 1 of Administrative Report
B) Site Plan – Refer to Attachment 2 of Administrative Report
C) General Plan Land Use Diagram – Refer to Attachment 3 of the Administrative Report
D) Fahrens Creek Specific Plan/Site Utilization Plan Map - Refer to Attachment 4 of the Administrative Report
E) Flood Map - Refer to Attachment 6 of the Administrative Report
F) Planning Commission Resolution #2675 (with proposed amendment) - Refer to Attachment 8 of the Administrative Report
G) Mitigation Monitoring Program for Expanded Initial Study #00-31
H) Initial Study #14-26 - Refer to Attachment 9 of the Administrative Report
I) Merced Municipal Code Section 17.48.190 - Refer to Attachment 7 of the Administrative Report
J) Letter from Keith Tetangco - Refer to Attachment 10 of the Administrative Report
K) Letter from Joan Porter - Refer to Attachment 11 of the Administrative Report
L) Optional Site Plan - Refer to Attachment 5 of the Administrative Report
M) Draft Planning Commission Resolution – Refer to Attachment 12 of the Administrative Report.

Ref: *N:shared/planning/staff reports/2015/SR #15-05-Addendum#3_GPA #14-04_Rev #2 to Fahrens Creek Sp Plan_SUP Rev #4 to PD #46*

REFER TO ADMINISTRATIVE REPORT ATTACHMENTS FOR PLANNING COMMISSION STAFF REPORT #15-05 – 3RD ADDENDUM ATTACHMENTS A THROUGH F AND H THROUGH M.

EXPANDED INITIAL STUDY #00-31
for
FAHRENS CREEK ANNEXATION
TO THE CITY OF MERCED

Appendix C
Mitigation Monitoring Program

ATTACHMENT G

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 the Fahrens Creek Annexation shall run with the real property that is the subject of Annexation Application #00-31 to the City of Merced. 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 Fahrens Creek Annexation 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, the *Expanded Initial Study for the Fahrens Creek Annexation to the City of Merced* incorporates some mitigation measures adopted as part of the *Merced Vision 2015 General Plan Program Environmental Impact Report* (SCH# 95082050), as mitigation for potential impacts of the Project. Therefore, following the Fahrens Creek Annexation Mitigation Monitoring Checklist (starting on page A-15) is a list of these relevant General Plan mitigation measures along with the General Plan Mitigation Monitoring Checklists (Forms A and B) to be used to verify that the General Plan mitigation measures have been met.

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 City Planner in written form providing specific information on the asserted violation. The City Planner shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City Planner 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 the Fahrens Creek Annexation. The columns within the tables are defined as follows:

Mitigation Measure: Summarizes the Mitigation Measure (referenced by number) identified in Expanded Initial Study #00-31.

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.

Verification: These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Fahrens Creek Annexation
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).

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	A. EARTH			
A-1	Grading and excavation shall be conducted according to City of Merced standards to reduce the effects of disruptions, displacement, compactions, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-2	The Project applicants shall prepare grading plans for individual projects for review and approval by the City of Merced Inspection Services, Engineering, and Public Works Departments prior to approval of building permits. The grading plans shall include the nature and extent of work proposed, phasing, and minimize the effects of disruptions, displacement, compaction, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-3	Prior to approval of any improvement or building plans, the City shall review plans for drainage and storm water run-off control systems and their component facilities, as required, to ensure that these systems are non-erosive in design.	*Tentative Map* *Building Permit*	*City Engineering & Public Works*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
A-4	Upon completion of construction, subsequent Projects 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, subject to the approval of the City.	*Certificate of Occupancy*	*City Inspection Services*	
A-5	Projects under review shall be required to submit temporary erosion control plans for construction activities.	*Building Permits*	*City Inspection Services*	
A-6	Prior to the issuance of a building permit, the applicant shall design all structures according to the Uniform Building Code Seismic Section 3.	*Building permits*	*City Inspection Services*	
A-7	A soils report shall be prepared by a qualified soils or civil engineer, consistent with the provisions of the State Subdivision Map Act, prior to approval of a final subdivision map or building permit, if applicable as required by Merced Municipal Code.	*Final Maps*	*City Engineering & Public Works*	
A-8	Building plans shall be reviewed by a registered engineer specializing in geo-technical assessments to ensure that the soils can support the load.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
	B. AIR			
B-1	All active portions of construction sites, earthen access roads, and material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. Where feasible, reclaimed water shall be used.	*Building Permits*	*City Inspection Services*	
B-2	All clearing, grading, earth moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour.	*Building Permits*	*City Inspection Services*	
B-3	All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	*Building Permits*	*City Inspection Services*	
B-4	The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. This can be accomplished by mowing instead of disking for weed control and seeding and watering inactive portions of the construction site until grass is evident, if construction time frames warrant.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
B-5	Construction site vehicle speeds shall be limited to 15 miles per hour.	*Building Permits*	*City Inspection Services*	
B-6	If used, petroleum-based dust palliatives shall meet the road oil requirements of the District's rule regarding Cutback Asphalt Paving Materials.	*Building Permits*	*SJVUAPCD*	
B-7	Streets adjacent to the Project site shall be swept as needed to remove silt and/or mud that may have accumulated from construction activities. The streets are required to be wet prior to or in conjunction with rotary sweeping.	*Building Permits*	*City Inspection Services*	
B-8	All internal combustion engine-driven equipment shall be properly maintained and well tuned according to the manufacturer's specifications.	*Building Permits*	*City Inspection Services*	
B-9	When reasonably available and economically feasible, diesel powered or electric equipment shall be utilized in lieu of gasoline powered engines.	*Building Permits*	*City Inspection Services*	
B-10	Construction activities shall minimize obstruction of through traffic lanes adjacent to the site and a flag person shall be retained to maintain safety adjacent to existing roadways.	*Building Permits*	*City Inspection Services*	
B-11	Prior to issuance of a grading permit, the project will be required to comply with District Regulation VIII. Specifically, the rules that apply to this project are: Rule 8010 (Administrative Requirements) and Rule 8020 (Construction, Demolition, Excavation, and Extraction Activities). Additional rules that may apply to this project depending on construction practices employed are: Rule 8030 (Handling and Storage of Bulk Materials), Rule 8060 (Paved and Unpaved Roads), and Rule 8070 (Parking , Shipping, Receiving, Transfer, Fueling, and Service Areas).	*Building Permits*	*SJVUAPCD*	
B-12	At the City Planner's discretion, subsequent projects within the Project boundaries may be required to submit an air quality analysis to the City prior to construction. Such studies shall outline any impacts associated with specific processes or activities to be present on-site.	*Site Plan Approval*	*City Planning*	
(B-13)	(General Plan 1-d) Development construction activity shall implement appropriate dust (PM10) suppression techniques as required by the SJVRAPCD.	*Building Permit/Construction*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
C. WATER			
C-1 Prior to approval of a Final Map or subsequent development projects, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet Project demands and that improvements are consistent with the *Merced County Critical Area Flooding and Drainage Plan* and any updates.	*Tentative Maps*	*City Engineering & Public Works*	
C-2 Prior to alteration or removal of the existing elevated YVRR roadbed in the eastern portion of the project area, the property owner shall demonstrate, through competent analysis acceptable to the City of Merced, what effect removal of the roadbed will have on area flood waters delineated in the Special Flood Hazard Area identified on the east side of the roadbed, including impacts to other properties.	*Tentative Maps* *Building Permits* *Conditional Use Permits/Site Plan Approvals*	*City Engineering & Public Works*	
C-3 Prior to approval of subsequent development projects, the applicants shall demonstrate to the City that temporary erosion control measures will be followed during construction.	*Building Permits*	*City Inspection Services*	
C-4 As individual projects are determined, the applicants shall provide detailed information to the City regarding projected water usage. The applicants shall provide all water system needs (including wells, water mains, etc.) for individual projects or pay equivalent fees to insure the construction of the necessary water infrastructure.	*Building Permits/ Parcel Maps*	*City Engineering & Public Works*	
C-5 Industrial users shall recycle their own water if feasible and implement water conservation measures and techniques as determined for individual projects.	*Building Permits*	*City Engineering & Public Works*	
C-6 Areas within 100-year flood plains will be required to comply with all pertinent provisions of the City's Flood Damage Prevention Ordinance (MMC 17.48) and all updates. (C-7) (General Plan 2-a) When site-specific development proposals with direct discharge into the area's surface water system are submitted to the City for review and action, Best Management options should be evaluated to determine need and feasibility.	*Building Permits* *Subdivision maps/Parcel maps/ Building permits*	*City Inspection Services & Engineering Engineering*	
(C-8) (General Plan 2-b) Water conservation policy of the City should be periodically reviewed to determine need, appropri- ateness, and feasibility of implementing conservation practices suggested in the Merced Water Supply Plan.	*Subdivision maps/Parcelmaps/ Conditional Use Permits*	*Engineering/Public Works/ City Planning*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	E. ANIMAL LIFE			
E-1	If any future development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey should be conducted by a qualified biologist to determine whether nesting activities are taking place within appropriate portions of the project area covered by this species assessment (Appendix A) (Fahrens Creek corridor from the west edge of "R" Street to the north edge of Yosemite Avenue).	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
E-2	With regard to the Giant Garter Snake, for any development taking place in proximity to the Fahrens Creek corridor, from the west edge of "R" Street to the north edge of Yosemite Avenu: a) provide environmental awareness training to contractors doing work in this area; b) restrict construction along the Creek to only the snake's active season (May 1 through September 30); and c) have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
	F. NOISE			
F-1	A 6 foot or higher sound wall or earthen berm (or combination of both), or some other acceptable method for achieving comparable noise reduction, may need to be constructed to meet the City's outdoor noise level standards of DNL 60dB for new residential development adjacent to perimeter arterials (Yosemite Avenue and "R" Street). Depending upon the DNLs and the acoustical shielding provided by the first row of buildings (if any), existing and new residential development located a greater distance from the perimeter arterials may require lower sound walls or a combination of sound attenuation measures. As an alternative to sound walls, new dwelling units may be oriented so that the outdoor use areas would be shielded by the building. As necessary detailed noise projections should be prepared to corroborate earlier noise studies/projections and actual height requirements for sound walls, prior to recordation of final maps for each phase of residential development falling within applicable noise zones.	*Final Maps* *Building Permits*	*City Planning*	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
F-2 Project residential developments constructed within pertinent noise zones in proximity to Yosemite Avenue and "R" Street would require sound-rated windows, as well as sound-rated exterior wall assemblies where necessary, or other acceptable methods of sound attenuation to achieve comparable noise reductions, to be consistent with the 45 dB interior noise level maximum.	*Final Maps* *Building Permits*	*City Planning*	
F-3 Trucks used for the development of Fahrens Creek will be required to use the City's designated truck routes, to be demonstrated by the project applicant through the submittal of a construction traffic plan to the City Engineer prior to the issuance of grading permits.		*City Planning* *City Inspection Services*	
F-4 All construction activity shall be conducted in accordance with City of Merced standards for times of operation.	*Building Permits*	*City Inspection Services*	
F-5 Grading and construction activity shall be limited to daylight hours(between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	*Building Permits*	*City Inspection Services*	
F-6 In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	G. LIGHT AND GLARE			
G-1	The applicants shall utilize lighting fixtures of minimal wattage necessary to provide adequate lighting for security, industrial operations, and circulation. Light spill shall be controlled by baffles, cut-off lenses, and fixture height necessary to minimize spill-over onto adjacent properties. Prior to building permit approvals, lighting plans shall be submitted for review by the City which specifies lighting type, location, and methods for minimizing spill.	*Building Permits*	*City Planning*	
	M. TRANSPORTATION /CIRCULATION			
M-1	The Project shall pay all fees as required under the City's Public Facilities Impact Fees (Chapter 17.62 of the Merced Municipal Code).	Certificate of Occupancy	City Planning & City Engineer	
M-2	The developer shall construct all collector, local, or cul-de-sac streets within the Project boundaries to their ultimate right-of-way with full frontage improvements as defined by the City of Merced Standard Designs for all Engineering Structures and the Merced Vision 2015 General Plan and any amendments thereto. This will include its proportional share of the proposed Reverse Frontage Road North-South Collector to be located along the west boundary of AREA A/east boundary of AREA B (and, if included, along the east boundary of AREA C), and any new interior streets within the Project boundaries. The timing of construction of the improvements is to be governed by the Subdivision Map Act and/or local ordinance.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-3	The developer shall dedicate half the required right-of-way for all arterial and higher order streets adjacent to the Project boundaries as defined in the *Merced Vision 2015 General Plan*. This includes both Yosemite Avenue and "R" Street (each adjacent to AREA A), as well as Highway 59 (currently several design concepts are under study/evaluation by Caltrans) adjacent to AREA B (and, if included, AREA C). Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of right-of-way dedication exceeds the City's development standards for a collector street (currently 74 feet for a collector street located entirely within the Project and 37 feet for a collector abutting the Project), then the developer is eligible for reimbursements in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional dedication.	Tentative Maps/Site Plan Reviews	City Planning & Engineering	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
M-4	The developer shall construct the "collector equivalent" (74 feet) portion of the right-of-way, along with full frontage improvements along the Project boundaries and at least one travel lane in each direction, for all arterial and higher order streets within the Project boundaries. Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of street improvements exceeds one-half of a "collector equivalent" street for a project fronting only one side of the street, the project is eligible for reimbursement for the cost of improvements exceeding the one-half "collector equivalent" in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional improvements.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-5	The owner of each adjacent corner within AREA A shall be responsible for one-quarter of the cost of a traffic signal, to City standards and the satisfaction of the City Engineer, at each quarter mile/half-mile collector intersection with Yosemite Avenue, as well as the intersection of Lehigh Drive (extended) with "R" Street, whenever warrants are met in the judgment of the City Engineer. In such a case, installation of an intersection traffic signal by one developer could even be required at any of these locations by the City Engineer prior to full build-out and adjacent properties, if warrants are met, subject to adopted reimbursement requirements. Security shall be determined at the time of first subdivision map or other discretionary action.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
(M-6)	(General Plan 7a) Appropriate traffic studies shall be prepared for all development projects which can be expected to reduce a road segment or intersection level of service below "D." (Note: Studies are not anticipated, based upon current projections, but could be required in the event of furture changes).	Subdivision Map/ Conditional Use Permit	Engineering	
(M-7)	(General Plan 7b) The City shall require all development proposals to contribute, based on their proportionate share of impact, to circulation system improvements necessary to maintain at least a level of service "D" on all road segments and intersections impacted by the development project.	Subdivision Map/ Conditional Use Permit	Engineering/Planning/ Finance	

N. PUBLIC SERVICES			
FIRE			
N-1 The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.	Tentative Maps/ Parcel Maps Building Permits	City Planning & Fire	
SCHOOLS			
N-2 Careful coordination is required between City, developer(s), and School District regarding phasing of infrastructure improvements within the general area, to achieve safe, adequate access for both school construction and operation.	Tentative Maps/ Parcel Maps Building Permits	Planning staff, City Engineer, and City School District	
N-3 Prior to the issuance of building permits, the applicant shall be responsible for the payment of school facility impact fees as adopted by the Merced City School District and Merced Union High School District.	Building Permits	City School District and MUHSD	
(N-4) (General Plan 8-c) Site designs will need to be reviewed to assure that development does not hinder efficient and cost-effective public services delivery.	Tentative Maps/ Parcel Maps/ Conditional Use Permits	Planning staff, City Engineer, and City School District	
(N-5) (General Plan 8-d) Development projects will be required to pay public facilities impact fees as established by the City in accordance with the requirements of State law.	Building Permit	Planning Staff/ Finance	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
T. CULTURAL RESOURCES			
T-1 If evidence of archaeological artifacts is discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	*Building Permits*	*City Inspection Services*	
T-2 On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	*Building Permits*	*City Inspection Services*	

Copies of This Form Distributed To:

_____ City Council _____ City Manager _____ City Planner _____ Public Works Dir._____ City Engineer _____ Fire Chief
_____ Police Chief _____ Leisure Serv. Dir. _____ County of Merced (Dept. _____) _____ Other (List_____)
_____ Responsible Agency: (List _____)

I hereby certify that I have inspected the project site and that the above information is true to the best of my knowledge.

Name: (Print) _____Representing: (Agency/Firm) _____

Signature: _____Date:_____

Planning Commission Minutes Excerpt
May 20, 2015

4.2 General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the future construction of an apartment complex with 136 units on an approximately 5.9-acre portion of the property. (Continued from meetings of March 4 and April 22, 2015)

Associate Planner NELSON reviewed the report on this item. She noted a memo from staff, which was provided to the Commission prior to the meeting, modifying Finding D of Staff Report #15-03 – 3rd Addendum, based on the City Engineer's confirmation that adequate storm drainage capacity to serve this site is available in the existing basin south of Yosemite Avenue. For further information, refer to Staff Report #15-05 – 3rd Addendum.

Public testimony was opened at 7:25 p.m.

Speaker from the Audience in Favor:

KATIE FENTERS, Golden Valley Engineering, Madera, representing the applicant

No one spoke in opposition to the project.

Public testimony was completed at 7:27 p.m.

M/S PADILLA-COLBY, and carried by the following vote, to recommend to the City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #14-26, and approval of General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, subject to the Findings and twelve (12) Conditions set forth in Staff Report #15-05 – 3rd Addendum, amending Finding D as follows (RESOLUTION #3050):

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

"D. *Storm Drainage*

Storm drain lines exist in Pacific Drive and Compass Pointe Avenue and drain into the Fahrens Creek Basin south of Yosemite Avenue. Sufficient capacity exists within the basin to serve this project. ~~The project would be required to provide storage of storm water on the site and meter it into the City's storm drain system. The developer would be required to provide calculations to confirm there is capacity in the existing system to serve the proposed project. If there is not sufficient capacity, the developer would be required to provide an alternative to using the existing lines.~~

AYES: Commissioners Padilla, Smoot, Smith, Colby, and Chairperson Williams
NOES: None
ABSENT: Commissioner McCoy (one vacancy)
ABSTAIN: None

RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING A MITIGATED NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT #14-04 , REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN AND SITE UTILIZATION PLAN REVISION #4 TO PLANNED DEVELOPMENT (P-D) #46, AND APPROVING GENERAL PLAN AMENDMENT #14-04 AND REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN CHANGING THE LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL (LD) TO VILLAGE RESIDENTIAL (VR) FROM AN APPROXIMATELY 6 ACRE PORTION OF AN APPROXIMATELY 10.42 ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF PACIFIC DRIVE AND HORIZONS AVENUE

WHEREAS, the City is processing an application for a General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision for approximately 6 acres of an approximately 10.42 acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue, and more fully described in the legal description attached as Exhibit "A" and the map attached as Exhibit "B," both of which are incorporated herein by this reference; and

WHEREAS, environmental review was required for this project; and

WHEREAS, the Planning Commission of the City of Merced held a noticed public hearing on May 20, 2015, 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 #3050, attached hereto as Exhibit "C," and incorporated herein by reference, recommending that the City Council approve General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Environmental Review #14-26 (Mitigated Negative Declaration); and

WHEREAS, the City Council held a noticed public hearing on July 20, 2015, 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 #14-26 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 #14-04, which changes the General Plan designation for approximately 6 acres of an approximately 10.42 acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue from Low Density Residential (LD) to Village Residential (VR).

SECTION 3. ADOPTION OF REVISION TO FAHRENS CREEK SPECIFIC PLAN. The Fahrens Creek Specific Plan is hereby revised by approving Revision #2 to the Fahrens Creek Specific Plan, which changes the land use designation from Low Density Residential (LD) to Village Residential (VR) for approximately 6 acres of an approximately 10.42 acre parcel located at the southeast corner of Pacific Drive and Horizons Avenue.

SECTION 4. APPROVAL OF DEVELOPER AGREEMENT. The Developer Agreement between the City of Merced and L.J. Steiner, LLC, a California Limited Liability Company, pertaining to the approvals granted herein and the development of the property subject to these approvals is hereby approved. The approvals granted herein are contingent upon the property owner executing and returning the Developer Agreement and the documents being recorded. The City Manager is hereby authorized to execute the Developer Agreement 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 _____ 2015, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

7/15/15

City Attorney Date

EXHIBIT A

An approximately 6.76 acre portion on the easterly side of Parcel B as shown on that certain map entitled "Parcel Map for Mathew and Barbara Bruno.," recorded in Volume 95, Page 16 of Merced County Records; also known as Assessor's Parcel Number (APN): 206-070-006.

GENERAL PLAN AMENDMENT #14-04 & REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN

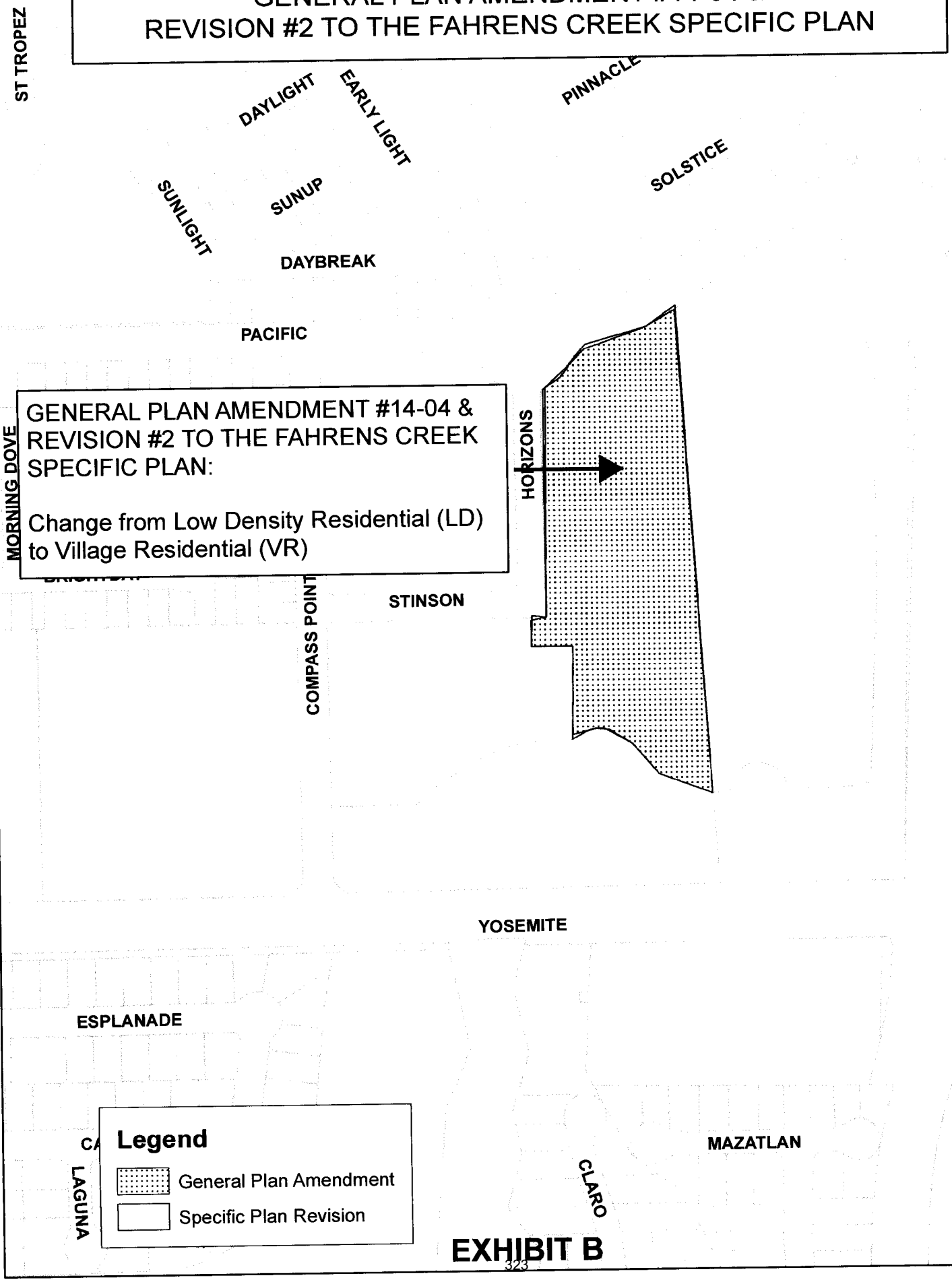


EXHIBIT B

CITY OF MERCED
Planning Commission

Resolution #3050

WHEREAS, the Merced City Planning Commission at its regular meeting of May 20, 2015, held a public hearing and considered **General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46,** initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the future construction of an apartment complex with 136 units on an approximately 5.9-acre portion of the property; also known as Assessor's Parcel No. 206-070-006; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through K of Staff Report #15-05 – 3rd Addendum; with Finding D amended as follows:

D) *Storm Drainage*
Storm drain lines exist in Pacific Drive and Compass Pointe Avenue and drain into the Fahrens Creek Basin south of Yosemite Avenue. Sufficient capacity exists within the basin to serve this project.

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 recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #14-26, and approval of General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner Padilla, seconded by Commissioner Colby, and carried by the following vote:

AYES: Commissioners Padilla, Smoot, Smith, Colby, and Chairperson Williams
NOES: None
ABSENT: Commissioner McCoy (one vacancy)
ABSTAIN: None

EXHIBIT C

Adopted this 20th day of May 2015

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:GPA#14-04/REV#2 to FCSP/SUP REV#4 to PD#46 Bruno

Conditions of Approval
Planning Commission Resolution #3050
General Plan Amendment #14-04,
Revision #2 to the Fahrens Creek Specific Plan, and
Site Utilization Plan Revision #4 to Planned Development (P-D) #46

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) - Attachment B of Planning Commission Staff Report #15-05-3rd Addendum, except as modified by the conditions below or subsequent Conditional Use Permit approval.
2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
3. The Project shall comply with the conditions set forth in Planning Commission Resolution #2675 (Attachment F of Planning Commission Staff Report #15-05-3rd Addendum) for Annexation Application #00-03, Pre-Zone Application #00-03, General (including Specific) Plan Amendment #00-09, and Environmental Review #00-31 (including the Mitigation Monitoring Program found at Attachment G of Planning Commission Staff Report #15-05-Addendum #3) previously approved for this project, except as amended by this action (which includes the deletion of Condition #18).
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
5. Approval of the General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision are 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.

6. In accordance with Merced Municipal Code Section 20.42.130, this project will be constructed according to the following development schedule: construction shall begin no later than January 1, 2016 with completion of construction by June 1, 2017. On each anniversary of the approval of this application until the entire project is constructed, an updated development schedule shall be submitted to the Planning Division.

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, 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 (with counsel selected by the City) 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. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval or the issuance of a building permit. 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.

10. Conditional Use Permit approval is required prior to development of any project on this site.

11. At the time this site is developed, all public improvements shall be installed along the property frontage (including frontage on Pacific Drive, Stinson Drive, Horizons Avenue, and Compass Pointe Avenue).

12. Any development on the site shall comply with all mitigations measures outlined in Initial Study #14-26 (Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum) and described in the mitigation monitoring program found at Attachment L of Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum.

n:shared:planning:PC Resolutions:GPA#14-04/Rev#2 to FCSP/SUP Rev#4 to PD#46 Bruno Exhibit A

ENVIRONMENTAL REVIEW #14-26
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 the General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision 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 #14-26 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 General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46. 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.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

General Plan Amendment #14-04/Revision 32 to the Fahrens Creek Specific Plan/ Site Utilization Plan Revision #4 to Planned Development (P-D) #46 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).

C) Air Quality

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
C-1	C-1) The project applicant shall submit an Indirect Source Review (ISR) to the San Joaquin Air Pollution Control Board in compliance with District Rule 9510 and shall comply with all other applicable District Rules. The San Joaquin Valley Air Pollution Control District recommends this application be submitted as early as possible or prior to the final discretionary approval.	Prior to Conditional Use Permit (CUP) approval	Planning Department	
C-1	C-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A)	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-2	C-3) Compliance with Mitigation Measures C-1 and C-2 above would reduce this impact to a less than significant level.	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	
D) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-1) If any development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey shall be conducted by a qualified biologist to determine whether nesting activities are taking place within the area. If it is found that nesting activities are taking place, the project shall take necessary actions, including delaying the start of construction, to ensure the species is not disturbed.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	
D1	D-2) With regard to the Giant Garter Snake, for any development taking place in proximity to Fahrens Creek corridor, from the west edge of R Street to the north edge of Yosemite Avenue the following actions shall be taken: a) Provide environmental awareness training to contractors doing work in this area; b) Restrict construction along the Creek to only the snake's active season (May 1 through September 30); and, c) Have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-3) No development shall occur within 50 feet of the centerline of the creek (or 25 feet from the crown, whichever is greater).	Building Permit	Planning Department	
D1	D-4) The project shall comply with all applicable mitigation measures for Expanded Initial Study (EIS) #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09. Refer to the Mitigation Monitoring Program prepared for EIS #00-31 at Attachment A.	Building Permit	Planning Department	
D2	D-5) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D4	D-6) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D5	D-7) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
E) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E1	E-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Planning Department	
E2	E-2) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E3	E-3) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
E4	E-4) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
F) Geology and Soils				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
F2	F-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.	Building Permit	Inspection Services	
H) Hydrology and Water				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-1	H-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-2	H-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-3	H-3) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-4	H-4) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-4	H-5) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-5	H-6) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-5	H-7) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-7	H-8) The project shall comply with all requirements of the California Building Code and 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.	Building Permit	Inspection Services / Engineering	
H-7	H-9) At the time of submittal for a Conditional Use Permit (CUP), the developer shall provide a hydrology study demonstrating the effects of constructing a portion of the parking area within the flood way. This document shall be reviewed and approved by the Development Services Director.	Building Permit	Inspection Services / Planning Department / Engineering	
K) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
K-1	K-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
K-2	K-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

O. Transportation/Traffic				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
O-1	O-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

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

EXPANDED INITIAL STUDY #00-31
for
FAHRENS CREEK ANNEXATION
TO THE CITY OF MERCED

Appendix C

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 the Fahrens Creek Annexation shall run with the real property that is the subject of Annexation Application #00-31 to the City of Merced. 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 Fahrens Creek Annexation 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.

ATTACHMENT A

Fahrens Creek Annexation to the City of Merced
Expanded Initial Study #00-31: Mitigation Monitoring Program (2)

General Plan Mitigation Measures

As a second tier environmental document, the *Expanded Initial Study for the Fahrens Creek Annexation to the City of Merced* incorporates some mitigation measures adopted as part of the *Merced Vision 2015 General Plan Program Environmental Impact Report* (SCH# 95082050), as mitigation for potential impacts of the Project. Therefore, following the Fahrens Creek Annexation Mitigation Monitoring Checklist (starting on page A-15) is a list of these relevant General Plan mitigation measures along with the General Plan Mitigation Monitoring Checklists (Forms A and B) to be used to verify that the General Plan mitigation measures have been met.

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 City Planner in written form providing specific information on the asserted violation. The City Planner shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City Planner 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 the Fahrens Creek Annexation. The columns within the tables are defined as follows:

Mitigation Measure: Summarizes the Mitigation Measure (referenced by number) identified in Expanded Initial Study #00-31.

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.

Verification: These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Fahrens Creek Annexation
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).

	Mitigation Measure	*Timing*	*Agency or Department Coordination*	*City Verification (date and initials)*
	A. EARTH			
A-1	Grading and excavation shall be conducted according to City of Merced standards to reduce the effects of disruptions, displacement, compactions, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-2	The Project applicants shall prepare grading plans for individual projects for review and approval by the City of Merced Inspection Services, Engineering, and Public Works Departments prior to approval of building permits. The grading plans shall include the nature and extent of work proposed, phasing, and minimize the effects of disruptions, displacement, compaction, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-3	Prior to approval of any improvement or building plans, the City shall review plans for drainage and storm water run-off control systems and their component facilities, as required, to ensure that these systems are non-erosive in design.	*Tentative Map* *Building Permit*	*City Engineering & Public Works*	

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
A-4	Upon completion of construction, subsequent Projects 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, subject to the approval of the City.	*Certificate of Occupancy*	*City Inspection Services*	
A-5	Projects under review shall be required to submit temporary erosion control plans for construction activities.	*Building Permits*	*City Inspection Services*	
A-6	Prior to the issuance of a building permit, the applicant shall design all structures according to the Uniform Building Code Seismic Section 3.	*Building permits*	*City Inspection Services*	
A-7	A soils report shall be prepared by a qualified soils or civil engineer, consistent with the provisions of the State Subdivision Map Act, prior to approval of a final subdivision map or building permit, if applicable as required by Merced Municipal Code.	*Final Maps*	*City Engineering & Public Works*	
A-8	Building plans shall be reviewed by a registered engineer specializing in geo-technical assessments to ensure that the soils can support the load.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
	B. AIR			
B-1	All active portions of construction sites, earthen access roads, and material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. Where feasible, reclaimed water shall be used.	*Building Permits*	*City Inspection Services*	
B-2	All clearing, grading, earth moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour.	*Building Permits*	*City Inspection Services*	
B-3	All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	*Building Permits*	*City Inspection Services*	
B-4	The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. This can be accomplished by mowing instead of disking for weed control and seeding and watering inactive portions of the construction site until grass is evident, if construction time frames warrant.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
B-5	Construction site vehicle speeds shall be limited to 15 miles per hour.	*Building Permits*	*City Inspection Services*	
B-6	If used, petroleum-based dust palliatives shall meet the road oil requirements of the District's rule regarding Cutback Asphalt Paving Materials.	*Building Permits*	*SJVUAPCD*	
B-7	Streets adjacent to the Project site shall be swept as needed to remove silt and/or mud that may have accumulated from construction activities. The streets are required to be wet prior to or in conjunction with rotary sweeping.	*Building Permits*	*City Inspection Services*	
B-8	All internal combustion engine-driven equipment shall be properly maintained and well tuned according to the manufacturer's specifications.	*Building Permits*	*City Inspection Services*	
B-9	When reasonably available and economically feasible, diesel powered or electric equipment shall be utilized in lieu of gasoline powered engines.	*Building Permits*	*City Inspection Services*	
B-10	Construction activities shall minimize obstruction of through traffic lanes adjacent to the site and a flag person shall be retained to maintain safety adjacent to existing roadways.	*Building Permits*	*City Inspection Services*	
B-11	Prior to issuance of a grading permit, the project will be required to comply with District Regulation VIII. Specifically, the rules that apply to this project are: Rule 8010 (Administrative Requirements) and Rule 8020 (Construction, Demolition, Excavation, and Extraction Activities). Additional rules that may apply to this project depending on construction practices employed are: Rule 8030 (Handling and Storage of Bulk Materials), Rule 8060 (Paved and Unpaved Roads), and Rule 8070 (Parking , Shipping, Receiving, Transfer, Fueling, and Service Areas).	*Building Permits*	*SJVUAPCD*	
B-12	At the City Planner's discretion, subsequent projects within the Project boundaries may be required to submit an air quality analysis to the City prior to construction. Such studies shall outline any impacts associated with specific processes or activities to be present on-site.	*Site Plan Approval*	*City Planning*	
(B-13)	(General Plan 1-d) Development construction activity shall implement appropriate dust (PM10) suppression techniques as required by the SJVRAPCD.	*Building Permit/Construction*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
C. WATER			
C-1 Prior to approval of a Final Map or subsequent development projects, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet Project demands and that improvements are consistent with the *Merced County Critical Area Flooding and Drainage Plan* and any updates.	*Tentative Maps*	*City Engineering & Public Works*	
C-2 Prior to alteration or removal of the existing elevated YVRR roadbed in the eastern portion of the project area, the property owner shall demonstrate, through competent analysis acceptable to the City of Merced, what effect removal of the roadbed will have on area flood waters delineated in the Special Flood Hazard Area identified on the east side of the roadbed, including impacts to other properties.	*Tentative Maps* *Building Permits* *Conditional Use Permits/Site Plan Approvals*	*City Engineering & Public Works*	
C-3 Prior to approval of subsequent development projects, the applicants shall demonstrate to the City that temporary erosion control measures will be followed during construction.	*Building Permits*	*City Inspection Services*	
C-4 As individual projects are determined, the applicants shall provide detailed information to the City regarding projected water usage. The applicants shall provide all water system needs (including wells, water mains, etc.) for individual projects or pay equivalent fees to insure the construction of the necessary water infrastructure.	*Building Permits/ Parcel Maps*	*City Engineering & Public Works*	
C-5 Industrial users shall recycle their own water if feasible and implement water conservation measures and techniques as determined for individual projects.	*Building Permits*	*City Engineering & Public Works*	
C-6 Areas within 100-year flood plains will be required to comply with all pertinent provisions of the City's Flood Damage Prevention Ordinance (MMC 17.48) and all updates.	*Building Permits*	*City Inspection Services & Engineering Engineering*	
(C-7) (General Plan 2-a) When site-specific development proposals with direct discharge into the area's surface water system are submitted to the City for review and action, Best Management options should be evaluated to determine need and feasibility.	*Subdivision maps/Parcel maps/ Building permits*		
(C-8) (General Plan 2-b) Water conservation policy of the City should be periodically reviewed to determine need, appropri- ateness, and feasibility of implementing conservation practices suggested in the Merced Water Supply Plan.	*Subdivision maps/Parcelmaps/ Conditional Use Permits*	*Engineering/Pub lic Works/ City Planning*	

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	E. ANIMAL LIFE			
E-1	If any future development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey should be conducted by a qualified biologist to determine whether nesting activities are taking place within appropriate portions of the project area covered by this species assessment (Appendix A) (Fahrens Creek corridor from the west edge of "R" Street to the north edge of Yosemite Avenue).	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
E-2	With regard to the Giant Garter Snake, for any development taking place in proximity to the Fahrens Creek corridor, from the west edge of "R" Street to the north edge of Yosemite Avenu: a) provide environmental awareness training to contractors doing work in this area; b) restrict construction along the Creek to only the snake's active season (May 1 through September 30); and c) have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
	F. NOISE			
F-1	A 6 foot or higher sound wall or earthen berm (or combination of both), or some other acceptable method for achieving comparable noise reduction, may need to be constructed to meet the City's outdoor noise level standards of DNL 60dB for new residential development adjacent to perimeter arterials (Yosemite Avenue and "R" Street). Depending upon the DNLs and the acoustical shielding provided by the first row of buildings (if any), existing and new residential development located a greater distance from the perimeter arterials may require lower sound walls or a combination of sound attenuation measures. As an alternative to sound walls, new dwelling units may be oriented so that the outdoor use areas would be shielded by the building. As necessary detailed noise projections should be prepared to corroborate earlier noise studies/projections and actual height requirements for sound walls, prior to recordation of final maps for each phase of residential development falling within applicable noise zones.	*Final Maps* *Building Permits*	*City Planning*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
F-2 Project residential developments constructed within pertinent noise zones in proximity to Yosemite Avenue and "R" Street would require sound-rated windows, as well as sound-rated exterior wall assemblies where necessary, or other acceptable methods of sound attenuation to achieve comparable noise reductions, to be consistent with the 45 dB interior noise level maximum.	*Final Maps* *Building Permits*	*City Planning*	
F-3 Trucks used for the development of Fahrens Creek will be required to use the City's designated truck routes, to be demonstrated by the project applicant through the submittal of a construction traffic plan to the City Engineer prior to the issuance of grading permits.		*City Planning* *City Inspection Services*	
F-4 All construction activity shall be conducted in accordance with City of Merced standards for times of operation.	*Building Permits*	*City Inspection Services*	
F-5 Grading and construction activity shall be limited to daylight hours(between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	*Building Permits*	*City Inspection Services*	
F-6 In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	*Building Permits*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
G. LIGHT AND GLARE			
G-1 The applicants shall utilize lighting fixtures of minimal wattage necessary to provide adequate lighting for security, industrial operations, and circulation. Light spill shall be controlled by baffles, cut-off lenses, and fixture height necessary to minimize spill-over onto adjacent properties. Prior to building permit approvals, lighting plans shall be submitted for review by the City which specifies lighting type, location, and methods for minimizing spill.	*Building Permits*	*City Planning*	
M. TRANSPORTATION /CIRCULATION			
M-1 The Project shall pay all fees as required under the City's Public Facilities Impact Fees (Chapter 17.62 of the Merced Municipal Code).	Certificate of Occupancy	City Planning & City Engineer	
M-2 The developer shall construct all collector, local, or cul-de-sac streets within the Project boundaries to their ultimate right-of-way with full frontage improvements as defined by the City of Merced Standard Designs for all Engineering Structures and the Merced Vision 2015 General Plan and any amendments thereto. This will include its proportional share of the proposed Reverse Frontage Road North-South Collector to be located along the west boundary of AREA A/east boundary of AREA B (and, if included, along the east boundary of AREA C), and any new interior streets within the Project boundaries. The timing of construction of the improvements is to be governed by the Subdivision Map Act and/or local ordinance.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-3 The developer shall dedicate half the required right-of-way for all arterial and higher order streets adjacent to the Project boundaries as defined in the *Merced Vision 2015 General Plan*. This includes both Yosemite Avenue and "R" Street (each adjacent to AREA A), as well as Highway 59 (currently several design concepts are under study/evaluation by Caltrans) adjacent to AREA B (and, if included, AREA C). Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of right-of-way dedication exceeds the City's development standards for a collector street (currently 74 feet for a collector street located entirely within the Project and 37 feet for a collector abutting the Project), then the developer is eligible for reimbursements in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional dedication.	Tentative Maps/Site Plan Reviews	City Planning & Engineering	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
M-4	The developer shall construct the "collector equivalent" (74 feet) portion of the right-of-way, along with full frontage improvements along the Project boundaries and at least one travel lane in each direction, for all arterial and higher order streets within the Project boundaries. Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of street improvements exceeds one-half of a "collector equivalent" street for a project fronting only one side of the street, the project is eligible for reimbursement for the cost of improvements exceeding the one-half "collector equivalent" in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional improvements.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-5	The owner of each adjacent corner within AREA A shall be responsible for one-quarter of the cost of a traffic signal, to City standards and the satisfaction of the City Engineer, at each quarter mile/half-mile collector intersection with Yosemite Avenue, as well as the intersection of Lehigh Drive (extended) with "R" Street, whenever warrants are met in the judgment of the City Engineer. In such a case, installation of an intersection traffic signal by one developer could even be required at any of these locations by the City Engineer prior to full build-out and adjacent properties, if warrants are met, subject to adopted reimbursement requirements. Security shall be determined at the time of first subdivision map or other discretionary action.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
(M-6)	(General Plan 7a) Appropriate traffic studies shall be prepared for all development projects which can be expected to reduce a road segment or intersection level of service below "D." (Note: Studies are not anticipated, based upon current projections, but could be required in the event of furture changes).	Subdivision Map/ Conditional Use Permit	Engineering	
(M-7)	(General Plan 7b) The City shall require all development proposals to contribute, based on their proportionate share of impact, to circulation system improvements necessary to maintain at least a level of service "D" on all road segments and intersections impacted by the development project.	Subdivision Map/ Conditional Use Permit	Engineering/Planning/ Finance	

N. PUBLIC SERVICES			
FIRE			
N-1 The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.	Tentative Maps/ Parcel Maps Building Permits	City Planning & Fire	
SCHOOLS			
N-2 Careful coordination is required between City, developer(s), and School District regarding phasing of infrastructure improvements within the general area, to achieve safe, adequate access for both school construction and operation.	Tentative Maps/ Parcel Maps Building Permits	Planning staff, City Engineer, and City School District	
N-3 Prior to the issuance of building permits, the applicant shall be responsible for the payment of school facility impact fees as adopted by the Merced City School District and Merced Union High School District.	Building Permits	City School District and MUHSD	
(N-4) (General Plan 8-c) Site designs will need to be reviewed to assure that development does not hinder efficient and cost-effective public services delivery.	Tentative Maps/ Parcel Maps/ Conditional Use Permits	Planning staff, City Engineer, and City School District	
(N-5) (General Plan 8-d) Development projects will be required to pay public facilities impact fees as established by the City in accordance with the requirements of State law.	Building Permit	Planning Staff/ Finance	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
T. CULTURAL RESOURCES			
T-1 If evidence of archaeological artifacts is discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	*Building Permits*	*City Inspection Services*	
T-2 On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	*Building Permits*	*City Inspection Services*	

Copies of This Form Distributed To:

_____ City Council _____ City Manager _____ City Planner _____ Public Works Dir._____ City Engineer _____ Fire Chief
_____ Police Chief _____ Leisure Serv. Dir. _____ County of Merced (Dept. _____) _____ Other (List_____)
_____ Responsible Agency: (List _____)

I hereby certify that I have inspected the project site and that the above information is true to the best of my knowledge.

Name: (Print) _____Representing: (Agency/Firm) _____

Signature: _____Date:_____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING SITE UTILIZATION PLAN REVISION #4 TO PLANNED DEVELOPMENT (P-D) #46 CHANGING THE LAND USE DESIGNATION FROM "LOW DENSITY RESIDENTIAL" (LD) TO "VILLAGE RESIDENTIAL" (VR) FOR AN APPROXIMATELY 6 ACRE PORTION OF AN APPROXIMATELY 10.42 ACRE PARCEL GENERALLY LOCATED AT THE SOUTHEAST CORNER OF PACIFIC DRIVE AND HORIZONS AVENUE

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

SECTION 1. AMENDMENT TO CODE. The property described in Exhibit A and shown on the map at Exhibit B, attached hereto, and by reference made a part of this Ordinance, is hereby re-designated as shown on said Official Site Utilization Plan from "Low Density Residential" to "Village Residential."

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 #46 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 _____, 2015, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2015, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____ 4/15/15
City Attorney Date

X:\Ordinances\2015\Planning\SUP Revision - Pacific Dr & Horizons Ave.doc

EXHIBIT A

An approximately 6.76 acre portion on the easterly side of Parcel B as shown on that certain map entitled “Parcel Map for Mathew and Barbara Bruno.,” recorded in Volume 95, Page 16 of Merced County Records; also known as Assessor’s Parcel Number (APN): 206-070-006.

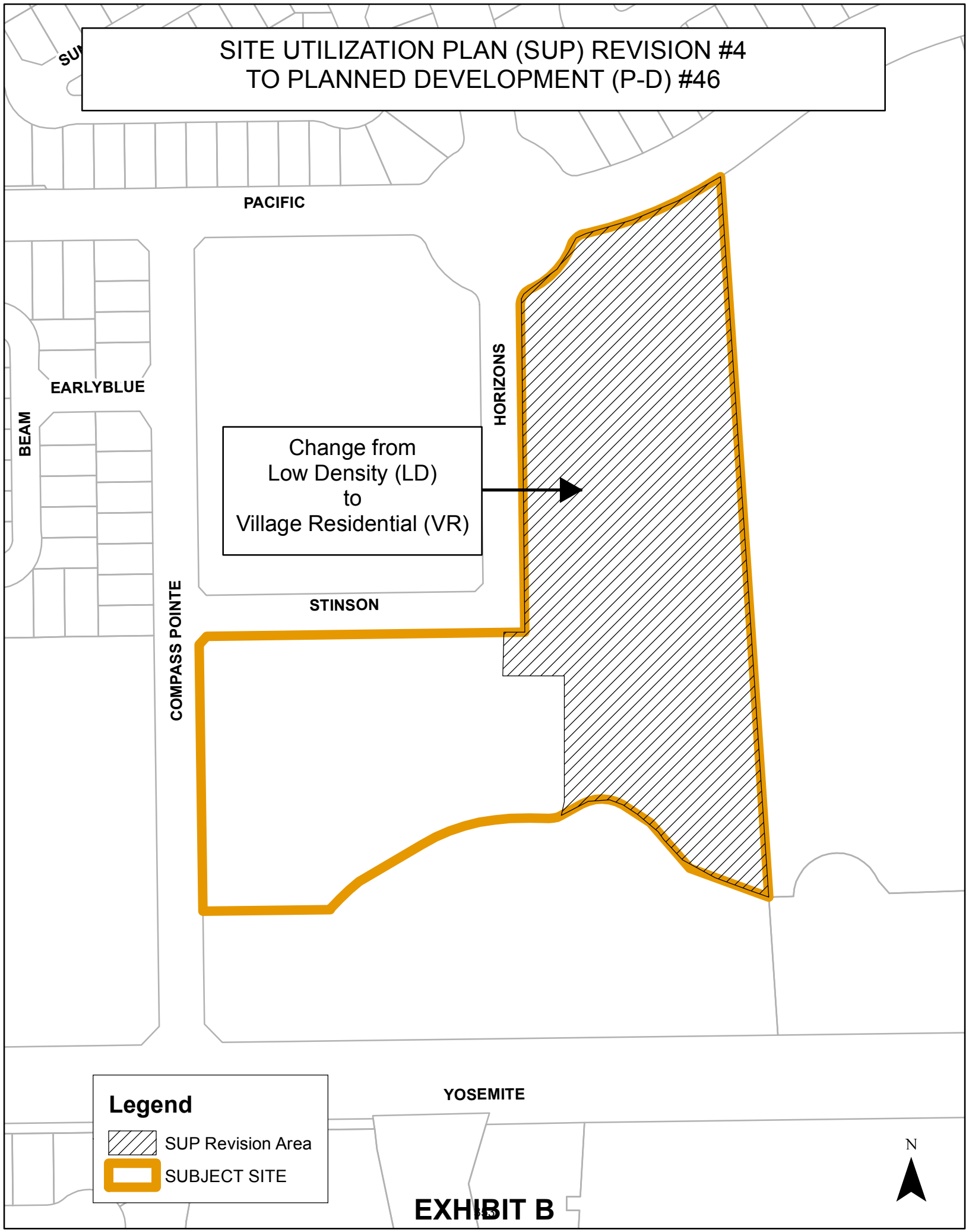

SITE UTILIZATION PLAN (SUP) REVISION #4
TO PLANNED DEVELOPMENT (P-D) #46
PACIFIC
EARLYBLUE
BEAM
HORIZONS
Change from
Low Density (LD)
to
Village Residential (VR)
STINSON
COMPASS POINTE
YOSEMITE
Legend
SUP Revision Area
SUBJECT SITE
N

EXHIBIT B

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)

DEVELOPER AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2015, by and between the City of Merced, a California Charter Municipal Corporation ("City") and L.J. Steiner, 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 #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46 (the Entitlements") for approximately 6 acres of a 10.42- acre parcel generally located at the southeast corner of Pacific Drive and Horizons Avenue, and as legally described on Exhibit "A" and shown on the map at Exhibit "B," attached hereto and incorporated herein by this reference; and,

WHEREAS, City is willing to consider Owner's request provided that certain conditions are met; and,

WHEREAS, Owner is willing to enter into this Developer Agreement 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. Owner, for himself and all successors thereto, agrees to pay all City and school district fees, taxes, and/or assessments 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 #3050, 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.

2. Owner desires to comply with the conditions of approval set forth on Exhibit "C" and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impact 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.

3. 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, 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 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 Exhibit "D."

6. No building permit or other permit shall be issued 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. 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 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:
JOHN M. BRAMBLE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____ 6/18/15
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

OWNER
L.J. STEINER, LLC,
a California Limited Liability Company

L.J. Steiner, Its Sole Manager

Title: Property Owner

ADDRESS: c/o L.J. Steiner, LLC
544 E. Bellevue Drive
Atwater, CA 95301

TELEPHONE: (209) 357-8761

[*Signature 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)
) ss.
County of ~~Merced~~ San Luis Obispo)

On July 2, 2015, before me, Elizabeth F. Gonzalez
a Notary Public, Personally appeared
Louis Joseph Steiner

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.

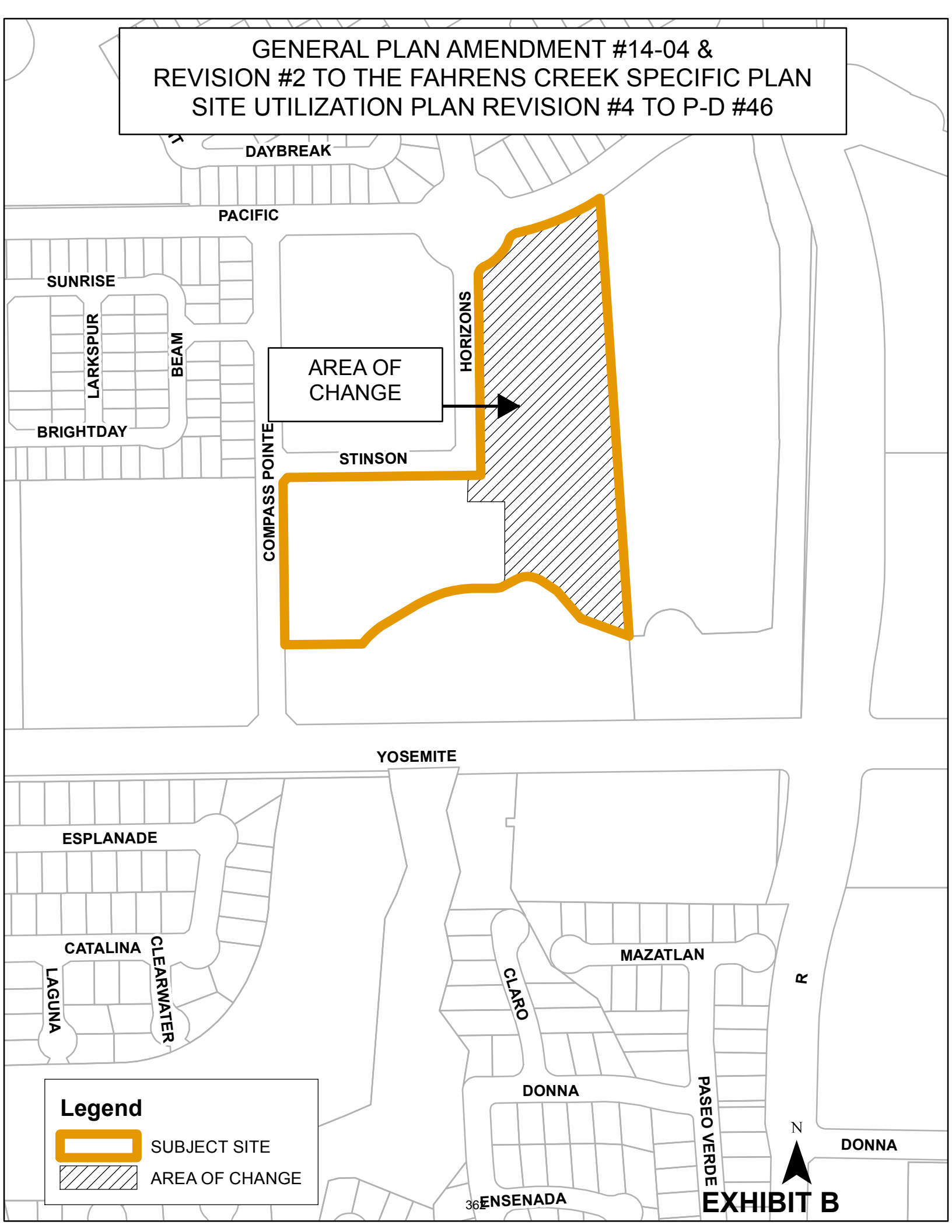
WITNESS my hand and official seal.

ELIZABETH F. GONZALEZ
Commission # 2081475
Notary Public - California
San Luis Obispo County
My Comm. Expires Oct 10, 2018

Signature Elizabeth F. Gonzalez
Notary Public (seal)

EXHIBIT A

An approximately 6.76 acre portion on the easterly side of Parcel B as shown on that certain map entitled “Parcel Map for Mathew and Barbara Bruno.,” recorded in Volume 95, Page 16 of Merced County Records; also known as Assessor’s Parcel Number (APN): 206-070-006.


GENERAL PLAN AMENDMENT #14-04 &
REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN
SITE UTILIZATION PLAN REVISION #4 TO P-D #46
DAYBREAK
PACIFIC
SUNRISE
LARKSPUR
BEAM
BRIGHTDAY
AREA OF CHANGE
HORIZONS
COMPASS POINTE
STINSON
YOSEMITE
ESPLANADE
CATALINA
CLEARWATER
LAGUNA
CLARO
MAZATLAN
DONNA
PASEO VERDE
ENSENADA
DONNA
Legend
SUBJECT SITE
AREA OF CHANGE
N
EXHIBIT B

CITY OF MERCED
Planning Commission

Resolution #3050

WHEREAS, the Merced City Planning Commission at its regular meeting of May 20, 2015, held a public hearing and considered **General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46,** initiated by Golden Valley Engineering, on behalf of Barbara Bruno, property owner. This application is a request to modify the designations of the General Plan, Fahrens Creek Specific Plan, and Site Utilization Plan for Planned Development (P-D) #46 for an approximately 10.42 acre parcel generally located at the southwest corner of Pacific Drive and Horizons Avenue. The requested changes include changing the General Plan designation for approximately 6.2 acres of the parcel from Low Density (LD) Residential to Village Residential (VR) and changing the designation within the Fahrens Creek Specific Plan and the Site Utilization Plan for Planned Development #46 for approximately 6.76 acres of the property from Low Density Residential to Multi-Family Residential. These changes would allow the future construction of an apartment complex with 136 units on an approximately 5.9-acre portion of the property; also known as Assessor's Parcel No. 206-070-006; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through K of Staff Report #15-05 – 3rd Addendum; with Finding D amended as follows:

D) *Storm Drainage*
Storm drain lines exist in Pacific Drive and Compass Pointe Avenue and drain into the Fahrens Creek Basin south of Yosemite Avenue. Sufficient capacity exists within the basin to serve this project.

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 recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit B) regarding Initial Study #14-26, and approval of General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner Padilla, seconded by Commissioner Colby, and carried by the following vote:

AYES: Commissioners Padilla, Smoot, Smith, Colby, and Chairperson Williams
NOES: None
ABSENT: Commissioner McCoy (one vacancy)
ABSTAIN: None

EXHIBIT C

Adopted this 20th day of May 2015

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:GPA#14-04/REV#2 to FCSP/SUP REV#4 to PD#46 Bruno

Conditions of Approval
Planning Commission Resolution #3050
General Plan Amendment #14-04,
Revision #2 to the Fahrens Creek Specific Plan, and
Site Utilization Plan Revision #4 to Planned Development (P-D) #46

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) - Attachment B of Planning Commission Staff Report #15-05-3rd Addendum, except as modified by the conditions below or subsequent Conditional Use Permit approval.

2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

3. The Project shall comply with the conditions set forth in Planning Commission Resolution #2675 (Attachment F of Planning Commission Staff Report #15-05-3rd Addendum) for Annexation Application #00-03, Pre-Zone Application #00-03, General (including Specific) Plan Amendment #00-09, and Environmental Review #00-31 (including the Mitigation Monitoring Program found at Attachment G of Planning Commission Staff Report #15-05-Addendum #3) previously approved for this project, except as amended by this action (which includes the deletion of Condition #18).

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

5. Approval of the General Plan Amendment, Revision to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision are 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.

6. In accordance with Merced Municipal Code Section 20.42.130, this project will be constructed according to the following development schedule: construction shall begin no later than January 1, 2016 with completion of construction by June 1, 2017. On each anniversary of the approval of this application until the entire project is constructed, an updated development schedule shall be submitted to the Planning Division.

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, 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 (with counsel selected by the City) 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. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval or the issuance of a building permit. 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.

10. Conditional Use Permit approval is required prior to development of any project on this site.

11. At the time this site is developed, all public improvements shall be installed along the property frontage (including frontage on Pacific Drive, Stinson Drive, Horizons Avenue, and Compass Pointe Avenue).

12. Any development on the site shall comply with all mitigations measures outlined in Initial Study #14-26 (Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum) and described in the mitigation monitoring program found at Attachment L of Attachment H of Planning Commission Staff Report #15-05 – 3rd Addendum.

n:shared:planning:PC Resolutions:GPA#14-04/Rev#2 to FCSP/SUP Rev#4 to PD#46 Bruno Exhibit A

ENVIRONMENTAL REVIEW #14-26
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 the General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision 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 #14-26 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 General Plan Amendment #14-04, Revision #2 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #4 to Planned Development (P-D) #46. 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.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

General Plan Amendment #14-04/Revision 32 to the Fahrens Creek Specific Plan/ Site Utilization Plan Revision #4 to Planned Development (P-D) #46 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).

C) Air Quality

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-1	C-1) The project applicant shall submit an Indirect Source Review (ISR) to the San Joaquin Air Pollution Control Board in compliance with District Rule 9510 and shall comply with all other applicable District Rules. The San Joaquin Valley Air Pollution Control District recommends this application be submitted as early as possible or prior to the final discretionary approval.	Prior to Conditional Use Permit (CUP) approval	Planning Department	
C-1	C-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A)	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
C-2	C-3) Compliance with Mitigation Measures C-1 and C-2 above would reduce this impact to a less than significant level.	Building Permit Issuance / CUP approval	Inspection Services / Planning Department	
D) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-1) If any development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey shall be conducted by a qualified biologist to determine whether nesting activities are taking place within the area. If it is found that nesting activities are taking place, the project shall take necessary actions, including delaying the start of construction, to ensure the species is not disturbed.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	
D1	D-2) With regard to the Giant Garter Snake, for any development taking place in proximity to Fahrens Creek corridor, from the west edge of R Street to the north edge of Yosemite Avenue the following actions shall be taken: a) Provide environmental awareness training to contractors doing work in this area; b) Restrict construction along the Creek to only the snake's active season (May 1 through September 30); and, c) Have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	Building Permit	Planning Department CA. Dept. of Fish and Wildlife	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
D1	D-3) No development shall occur within 50 feet of the centerline of the creek (or 25 feet from the crown, whichever is greater).	Building Permit	Planning Department	
D1	D-4) The project shall comply with all applicable mitigation measures for Expanded Initial Study (EIS) #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09. Refer to the Mitigation Monitoring Program prepared for EIS #00-31 at Attachment A.	Building Permit	Planning Department	
D2	D-5) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D4	D-6) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
D5	D-7) Compliance with Mitigation Measures D-1 through D-4 would reduce this impact to a less than significant level.	Building Permit	Planning Department	
E) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E1	E-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Planning Department	
E2	E-2) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
E3	E-3) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
E4	E-4) Compliance with Mitigation Measure E-1 would make this impact less than significant.	Building Permit	Planning Department	
F) Geology and Soils				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
F2	F-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.	Building Permit	Inspection Services	
H) Hydrology and Water				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-1	H-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-2	H-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-3	H-3) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-4	H-4) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-4	H-5) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
H-5	H-6) The project developer shall provide calculations to the City Engineer verifying the capacity of the existing storm drain line as well as the capacity of the basin into which the water would ultimately drain.	Building Permit	Engineering	
H-5	H-7) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
H-7	H-8) The project shall comply with all requirements of the California Building Code and 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.	Building Permit	Inspection Services / Engineering	
H-7	H-9) At the time of submittal for a Conditional Use Permit (CUP), the developer shall provide a hydrology study demonstrating the effects of constructing a portion of the parking area within the flood way. This document shall be reviewed and approved by the Development Services Director.	Building Permit	Inspection Services / Planning Department / Engineering	
K) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
K-1	K-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	
K-2	K-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

O. Transportation/Traffic				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
O-1	O-1) The project shall comply with all applicable mitigation measures for Expanded Initial Study #00-31 for Pending Annexation #00-03, Pre-zoning #00-03, and General Plan Amendment #00-09 (Attachment A).	Building Permit	Inspection Services / Planning Department / Engineering	

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

EXPANDED INITIAL STUDY #00-31
for
FAHRENS CREEK ANNEXATION
TO THE CITY OF MERCED

Appendix C
Mitigation Monitoring Program

ATTACHMENT A

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 the Fahrens Creek Annexation shall run with the real property that is the subject of Annexation Application #00-31 to the City of Merced. 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 Fahrens Creek Annexation 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.

Fahrens Creek Annexation to the City of Merced
Expanded Initial Study #00-31: Mitigation Monitoring Program (2)

General Plan Mitigation Measures

As a second tier environmental document, the *Expanded Initial Study for the Fahrens Creek Annexation to the City of Merced* incorporates some mitigation measures adopted as part of the *Merced Vision 2015 General Plan Program Environmental Impact Report* (SCH# 95082050), as mitigation for potential impacts of the Project. Therefore, following the Fahrens Creek Annexation Mitigation Monitoring Checklist (starting on page A-15) is a list of these relevant General Plan mitigation measures along with the General Plan Mitigation Monitoring Checklists (Forms A and B) to be used to verify that the General Plan mitigation measures have been met.

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 City Planner in written form providing specific information on the asserted violation. The City Planner shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City Planner 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 the Fahrens Creek Annexation. The columns within the tables are defined as follows:

Mitigation Measure: Summarizes the Mitigation Measure (referenced by number) identified in Expanded Initial Study #00-31.

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.

Verification: These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

Fahrens Creek Annexation
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).

	Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
	A. EARTH			
A-1	Grading and excavation shall be conducted according to City of Merced standards to reduce the effects of disruptions, displacement, compactions, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-2	The Project applicants shall prepare grading plans for individual projects for review and approval by the City of Merced Inspection Services, Engineering, and Public Works Departments prior to approval of building permits. The grading plans shall include the nature and extent of work proposed, phasing, and minimize the effects of disruptions, displacement, compaction, and over-covering of soils.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
A-3	Prior to approval of any improvement or building plans, the City shall review plans for drainage and storm water run-off control systems and their component facilities, as required, to ensure that these systems are non-erosive in design.	*Tentative Map* *Building Permit*	*City Engineering & Public Works*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
A-4	Upon completion of construction, subsequent Projects 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, subject to the approval of the City.	*Certificate of Occupancy*	*City Inspection Services*	
A-5	Projects under review shall be required to submit temporary erosion control plans for construction activities.	*Building Permits*	*City Inspection Services*	
A-6	Prior to the issuance of a building permit, the applicant shall design all structures according to the Uniform Building Code Seismic Section 3.	*Building permits*	*City Inspection Services*	
A-7	A soils report shall be prepared by a qualified soils or civil engineer, consistent with the provisions of the State Subdivision Map Act, prior to approval of a final subdivision map or building permit, if applicable as required by Merced Municipal Code.	*Final Maps*	*City Engineering & Public Works*	
A-8	Building plans shall be reviewed by a registered engineer specializing in geo-technical assessments to ensure that the soils can support the load.	*Building Permits*	*City Inspection Services, Engineering, & Public Works*	
	B. AIR			
B-1	All active portions of construction sites, earthen access roads, and material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. Where feasible, reclaimed water shall be used.	*Building Permits*	*City Inspection Services*	
B-2	All clearing, grading, earth moving, or excavation activities shall cease during periods of winds greater than 20 miles per hour averaged over one hour.	*Building Permits*	*City Inspection Services*	
B-3	All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	*Building Permits*	*City Inspection Services*	
B-4	The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. This can be accomplished by mowing instead of disking for weed control and seeding and watering inactive portions of the construction site until grass is evident, if construction time frames warrant.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
B-5	Construction site vehicle speeds shall be limited to 15 miles per hour.	*Building Permits*	*City Inspection Services*	
B-6	If used, petroleum-based dust palliatives shall meet the road oil requirements of the District's rule regarding Cutback Asphalt Paving Materials.	*Building Permits*	*SJVUAPCD*	
B-7	Streets adjacent to the Project site shall be swept as needed to remove silt and/or mud that may have accumulated from construction activities. The streets are required to be wet prior to or in conjunction with rotary sweeping.	*Building Permits*	*City Inspection Services*	
B-8	All internal combustion engine-driven equipment shall be properly maintained and well tuned according to the manufacturer's specifications.	*Building Permits*	*City Inspection Services*	
B-9	When reasonably available and economically feasible, diesel powered or electric equipment shall be utilized in lieu of gasoline powered engines.	*Building Permits*	*City Inspection Services*	
B-10	Construction activities shall minimize obstruction of through traffic lanes adjacent to the site and a flag person shall be retained to maintain safety adjacent to existing roadways.	*Building Permits*	*City Inspection Services*	
B-11	Prior to issuance of a grading permit, the project will be required to comply with District Regulation VIII. Specifically, the rules that apply to this project are: Rule 8010 (Administrative Requirements) and Rule 8020 (Construction, Demolition, Excavation, and Extraction Activities). Additional rules that may apply to this project depending on construction practices employed are: Rule 8030 (Handling and Storage of Bulk Materials), Rule 8060 (Paved and Unpaved Roads), and Rule 8070 (Parking , Shipping, Receiving, Transfer, Fueling, and Service Areas).	*Building Permits*	*SJVUAPCD*	
B-12	At the City Planner's discretion, subsequent projects within the Project boundaries may be required to submit an air quality analysis to the City prior to construction. Such studies shall outline any impacts associated with specific processes or activities to be present on-site.	*Site Plan Approval*	*City Planning*	
(B-13)	(General Plan 1-d) Development construction activity shall implement appropriate dust (PM10) suppression techniques as required by the SJVRAPCD.	*Building Permit/Construction*	*City Inspection Services*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
C. WATER			
C-1 Prior to approval of a Final Map or subsequent development projects, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet Project demands and that improvements are consistent with the *Merced County Critical Area Flooding and Drainage Plan* and any updates.	*Tentative Maps*	*City Engineering & Public Works*	
C-2 Prior to alteration or removal of the existing elevated YVRR roadbed in the eastern portion of the project area, the property owner shall demonstrate, through competent analysis acceptable to the City of Merced, what effect removal of the roadbed will have on area flood waters delineated in the Special Flood Hazard Area identified on the east side of the roadbed, including impacts to other properties.	*Tentative Maps* *Building Permits* *Conditional Use Permits/Site Plan Approvals*	*City Engineering & Public Works*	
C-3 Prior to approval of subsequent development projects, the applicants shall demonstrate to the City that temporary erosion control measures will be followed during construction.	*Building Permits*	*City Inspection Services*	
C-4 As individual projects are determined, the applicants shall provide detailed information to the City regarding projected water usage. The applicants shall provide all water system needs (including wells, water mains, etc.) for individual projects or pay equivalent fees to insure the construction of the necessary water infrastructure.	*Building Permits/ Parcel Maps*	*City Engineering & Public Works*	
C-5 Industrial users shall recycle their own water if feasible and implement water conservation measures and techniques as determined for individual projects.	*Building Permits*	*City Engineering & Public Works*	
C-6 Areas within 100-year flood plains will be required to comply with all pertinent provisions of the City's Flood Damage Prevention Ordinance (MMC 17.48) and all updates. (C-7) (General Plan 2-a) When site-specific development proposals with direct discharge into the area's surface water system are submitted to the City for review and action, Best Management options should be evaluated to determine need and feasibility.	*Building Permits* *Subdivision maps/Parcel maps/ Building permits*	*City Inspection Services & Engineering Engineering*	
(C-8) (General Plan 2-b) Water conservation policy of the City should be periodically reviewed to determine need, appropri- ateness, and feasibility of implementing conservation practices suggested in the Merced Water Supply Plan.	*Subdivision maps/Parcelmaps/ Conditional Use Permits*	*Engineering/Public Works/ City Planning*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	E. ANIMAL LIFE			
E-1	If any future development takes place during the Swainson's Hawk nesting season (late March through July), a pre-construction survey should be conducted by a qualified biologist to determine whether nesting activities are taking place within appropriate portions of the project area covered by this species assessment (Appendix A) (Fahrens Creek corridor from the west edge of "R" Street to the north edge of Yosemite Avenue).	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
E-2	With regard to the Giant Garter Snake, for any development taking place in proximity to the Fahrens Creek corridor, from the west edge of "R" Street to the north edge of Yosemite Avenu: a) provide environmental awareness training to contractors doing work in this area; b) restrict construction along the Creek to only the snake's active season (May 1 through September 30); and c) have a qualified biologist conduct pre-construction surveys 24 hours in advance of construction activities.	*Final Maps* *Building Permits*	*City Planning* *CA Dept of Fish & Game*	
	F. NOISE			
F-1	A 6 foot or higher sound wall or earthen berm (or combination of both), or some other acceptable method for achieving comparable noise reduction, may need to be constructed to meet the City's outdoor noise level standards of DNL 60dB for new residential development adjacent to perimeter arterials (Yosemite Avenue and "R" Street). Depending upon the DNLs and the acoustical shielding provided by the first row of buildings (if any), existing and new residential development located a greater distance from the perimeter arterials may require lower sound walls or a combination of sound attenuation measures. As an alternative to sound walls, new dwelling units may be oriented so that the outdoor use areas would be shielded by the building. As necessary detailed noise projections should be prepared to corroborate earlier noise studies/projections and actual height requirements for sound walls, prior to recordation of final maps for each phase of residential development falling within applicable noise zones.	*Final Maps* *Building Permits*	*City Planning*	

Mitigation Measure	*Timing*	*Agency or Department Consultation*	*City Verification (date and initials)*
F-2 Project residential developments constructed within pertinent noise zones in proximity to Yosemite Avenue and "R" Street would require sound-rated windows, as well as sound-rated exterior wall assemblies where necessary, or other acceptable methods of sound attenuation to achieve comparable noise reductions, to be consistent with the 45 dB interior noise level maximum.	*Final Maps* *Building Permits*	*City Planning*	
F-3 Trucks used for the development of Fahrens Creek will be required to use the City's designated truck routes, to be demonstrated by the project applicant through the submittal of a construction traffic plan to the City Engineer prior to the issuance of grading permits.		*City Planning* *City Inspection Services*	
F-4 All construction activity shall be conducted in accordance with City of Merced standards for times of operation.	*Building Permits*	*City Inspection Services*	
F-5 Grading and construction activity shall be limited to daylight hours(between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	*Building Permits*	*City Inspection Services*	
F-6 In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	*Building Permits*	*City Inspection Services*	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
	G. LIGHT AND GLARE			
G-1	The applicants shall utilize lighting fixtures of minimal wattage necessary to provide adequate lighting for security, industrial operations, and circulation. Light spill shall be controlled by baffles, cut-off lenses, and fixture height necessary to minimize spill-over onto adjacent properties. Prior to building permit approvals, lighting plans shall be submitted for review by the City which specifies lighting type, location, and methods for minimizing spill.	*Building Permits*	*City Planning*	
	M. TRANSPORTATION /CIRCULATION			
M-1	The Project shall pay all fees as required under the City's Public Facilities Impact Fees (Chapter 17.62 of the Merced Municipal Code).	Certificate of Occupancy	City Planning & City Engineer	
M-2	The developer shall construct all collector, local, or cul-de-sac streets within the Project boundaries to their ultimate right-of-way with full frontage improvements as defined by the City of Merced Standard Designs for all Engineering Structures and the Merced Vision 2015 General Plan and any amendments thereto. This will include its proportional share of the proposed Reverse Frontage Road North-South Collector to be located along the west boundary of AREA A/east boundary of AREA B (and, if included, along the east boundary of AREA C), and any new interior streets within the Project boundaries. The timing of construction of the improvements is to be governed by the Subdivision Map Act and/or local ordinance.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-3	The developer shall dedicate half the required right-of-way for all arterial and higher order streets adjacent to the Project boundaries as defined in the *Merced Vision 2015 General Plan*. This includes both Yosemite Avenue and "R" Street (each adjacent to AREA A), as well as Highway 59 (currently several design concepts are under study/evaluation by Caltrans) adjacent to AREA B (and, if included, AREA C). Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of right-of-way dedication exceeds the City's development standards for a collector street (currently 74 feet for a collector street located entirely within the Project and 37 feet for a collector abutting the Project), then the developer is eligible for reimbursements in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional dedication.	Tentative Maps/Site Plan Reviews	City Planning & Engineering	

	Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
M-4	The developer shall construct the "collector equivalent" (74 feet) portion of the right-of-way, along with full frontage improvements along the Project boundaries and at least one travel lane in each direction, for all arterial and higher order streets within the Project boundaries. Consistent with Mitigation Measure 7.b of the Merced Vision 2015 General Plan EIR, where the extent of street improvements exceeds one-half of a "collector equivalent" street for a project fronting only one side of the street, the project is eligible for reimbursement for the cost of improvements exceeding the one-half "collector equivalent" in accordance with the City's Public Facilities Impact Fee Ordinance and guidelines, unless a traffic study determines that the Project's traffic impacts require additional improvements.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
M-5	The owner of each adjacent corner within AREA A shall be responsible for one-quarter of the cost of a traffic signal, to City standards and the satisfaction of the City Engineer, at each quarter mile/half-mile collector intersection with Yosemite Avenue, as well as the intersection of Lehigh Drive (extended) with "R" Street, whenever warrants are met in the judgment of the City Engineer. In such a case, installation of an intersection traffic signal by one developer could even be required at any of these locations by the City Engineer prior to full build-out and adjacent properties, if warrants are met, subject to adopted reimbursement requirements. Security shall be determined at the time of first subdivision map or other discretionary action.	Tentative Maps/ Parcel Maps/ Site Plan Reviews	City Planning & Engineering	
(M-6)	(General Plan 7a) Appropriate traffic studies shall be prepared for all development projects which can be expected to reduce a road segment or intersection level of service below "D." (Note: Studies are not anticipated, based upon current projections, but could be required in the event of furture changes).	Subdivision Map/ Conditional Use Permit	Engineering	
(M-7)	(General Plan 7b) The City shall require all development proposals to contribute, based on their proportionate share of impact, to circulation system improvements necessary to maintain at least a level of service "D" on all road segments and intersections impacted by the development project.	Subdivision Map/ Conditional Use Permit	Engineering/Planning/ Finance	

N. PUBLIC SERVICES			
FIRE			
N-1 The applicants shall be required to provide a level of accessibility and rangeland management (firebreaks and/or disking) for fire suppression that is acceptable to the City of Merced.	Tentative Maps/ Parcel Maps Building Permits	City Planning & Fire	
SCHOOLS			
N-2 Careful coordination is required between City, developer(s), and School District regarding phasing of infrastructure improvements within the general area, to achieve safe, adequate access for both school construction and operation.	Tentative Maps/ Parcel Maps Building Permits	Planning staff, City Engineer, and City School District	
N-3 Prior to the issuance of building permits, the applicant shall be responsible for the payment of school facility impact fees as adopted by the Merced City School District and Merced Union High School District.	Building Permits	City School District and MUHSD	
(N-4) (General Plan 8-c) Site designs will need to be reviewed to assure that development does not hinder efficient and cost-effective public services delivery.	Tentative Maps/ Parcel Maps/ Conditional Use Permits	Planning staff, City Engineer, and City School District	
(N-5) (General Plan 8-d) Development projects will be required to pay public facilities impact fees as established by the City in accordance with the requirements of State law.	Building Permit	Planning Staff/ Finance	

Mitigation Measure	***Timing***	***Agency or Department Consultation***	***City Verification (date and initials)***
T. CULTURAL RESOURCES			
T-1 If evidence of archaeological artifacts is discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	*Building Permits*	*City Inspection Services*	
T-2 On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	*Building Permits*	*City Inspection Services*	

Copies of This Form Distributed To:

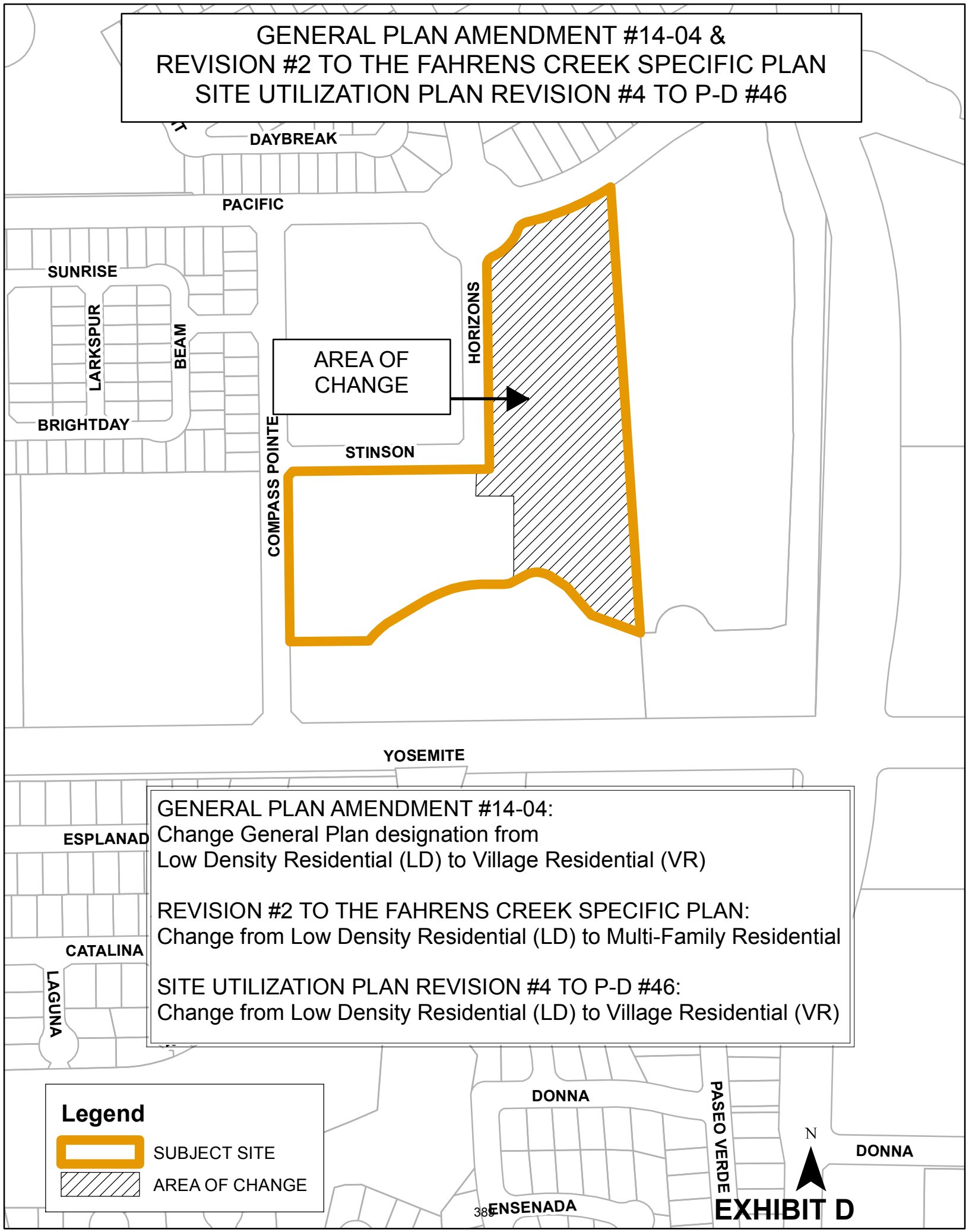
_____ City Council _____ City Manager _____ City Planner _____ Public Works Dir._____ City Engineer _____ Fire Chief
_____ Police Chief _____ Leisure Serv. Dir. _____ County of Merced (Dept. _____) _____ Other (List_____)
_____ Responsible Agency: (List _____)

I hereby certify that I have inspected the project site and that the above information is true to the best of my knowledge.

Name: (Print) _____Representing: (Agency/Firm) _____

Signature: _____Date:_____

GENERAL PLAN AMENDMENT #14-04 & REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN SITE UTILIZATION PLAN REVISION #4 TO P-D #46



GENERAL PLAN AMENDMENT #14-04:
Change General Plan designation from
Low Density Residential (LD) to Village Residential (VR)

REVISION #2 TO THE FAHRENS CREEK SPECIFIC PLAN:
Change from Low Density Residential (LD) to Multi-Family Residential

SITE UTILIZATION PLAN REVISION #4 TO P-D #46:
Change from Low Density Residential (LD) to Village Residential (VR)

EXHIBIT D

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item **K.1.** Meeting Date: 7/20/2015

Report Prepared by: *Miranda Lutzow, Assistant City Clerk, Office of the City Clerk*

SUBJECT: Appointment to Fill Vacancy on the Independent Districting Advisory Committee (IDAC)

REPORT IN BRIEF
Consider appointing one candidate to fill a vacancy on the IDAC.

RECOMMENDATION
City Council - Adopt a motion appointing one candidate to the Independent Districting Advisory Committee to fill the seat vacated by Carl Pollard.

ALTERNATIVES
1. Appoint *one* candidate recommended by the League of Women Voters; or,
2. Appoint *both* candidates recommended by the League of Women Voters; or,
3. Continue to a future meeting.

AUTHORITY
Charter of the City of Merced, Article VII, Section 700, *et seq.*

CITY COUNCIL PRIORITIES
This item relates to the Council's administrative priority of completing the election district map process by December 2015.

DISCUSSION

Background
In July 2014, the City of Merced entered into a settlement agreement with the Mexican American Legal Defense and Education Fund (MALDEF) in response to a claim that the City's at-large election system violated the California Voting Rights Act (CVRA).

As part of the terms of the settlement, the City agreed to place a Charter Amendment Measure on the November 2014 General Election ballot. If the Measure (Measure "T") was adopted by voters, the City agreed to establish, by Resolution, a process for the drawing of six single-member City Council districts, including the creation of an independent citizens' committee to assist in the review and development of district maps. Measure "T" was placed on the November 2014 ballot and was passed by a majority of voters.

In consultation with the Merced County League of Women Voters, the City accepted applications from parties interested in sitting on the Independent Districting Advisory Committee from December 22, 2014 to February 3, 2015. The City received a total of 39 applications, which were then turned over to the League of Women Voters for their consideration. The League of Women Voters conducted a thorough review of applications and recommended a list of seven candidates, which were approved by Council at the March 2, 2015 City Council meeting.

Current Vacancy
On June 30, 2015, the City Clerk's Office received a call from Mr. Carl Pollard resigning due to a health issue.

In Section 3 of the agreement with the Mexican-American Legal Defense and Education Fund (MALDEF) plaintiffs, it indicates that the "Committee must consist of at least 7 members," and in Section 3 (a) (iii) dictates that "any vacancies on the Committee shall be filled by having the League make a nomination to the City Council for consideration as a whole."

The Merced County League of Women voters were contacted, and have recommended two candidates to fill the vacancy: Isabel Sanchez (top qualified candidate), and Tina Rabon (next top qualified candidate). The recommendation letter is attached for review.

IMPACT ON CITY RESOURCES
No appropriation of funds is needed.

ATTACHMENTS
1. Merced County League of Women Voters Recommendation Letter
2. Candidate Applications
3. Candidate Map
4. Current IDAC Roster

LEAGUE OF WOMEN VOTERS®
OF MERCED COUNTY

Making
Democracy Work

July 3, 2015

Mayor Stanley Thurston and Council Members
City Council, City of Merced
678 West 18th Street
Merced, CA 95340

Earlier this week, the Merced County League of Women Voters was requested to nominate a replacement to the Independent District Advisory Committee due to the resignation of Mr. Pollard..

As you are aware, IDAC members are, by necessity, working on a very tight schedule with the second round of community meetings to be held July 7 and 22nd and August 1st. Therefore, working from the nominations on List B from our original nominations to the Council, we submit the following nominations:

The top qualified applicant:	Isabel Sanchez
The next top qualified applicant:	Tina Rabon

Both of these applicants would represent the same geographic area of the City as Mr. Pollard.

Respectfully,

Mary Hofmann

Mary Hofmann, President

P. O. Box 2675, Merced CA 95344

APPLICATION FOR APPOINTMENT TO THE INDEPENDENT DISTRICTING ADVISORY COMMISSION

CITY OF MERCED
JAN29'15PM4:40

SUBMIT BY EMAIL

PLEASE RETURN THE COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, OR BY MAIL: CITY CLERK'S OFFICE 678 W. 18TH STREET, MERCED, 95340

Rabon	Tina	M
LAST NAME	FIRST NAME	M.I.
[redacted]	95341	[redacted]
HOME ADDRESS	ZIP	PHONE
Central Valley Training Center	Instructor 2	[redacted]
EMPLOYER	JOB TITLE	EMAIL ADDRESS
[redacted]	95341	[redacted]
BUSINESS ADDRESS	ZIP	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MERCED	ARE YOU A REGISTERED VOTER OF THE CITY OF MERCED?	IF YOU ARE NOT A REGISTERED VOTER, ARE YOU ELIGIBLE TO VOTE?	DO YOU HAVE ADEQUATE TIME TO SERVE?
13 YRS 6 MTHS	(●) YES ( ) NO	( ) YES ( ) NO	(●) YES ( ) NO

WHY DO YOU WANT TO SERVE ON THE MEASURE "T" DISTRICTING COMMISSION:

I feel that it's important that different areas of Merced have a voice and a representative.

WHAT DO YOU SEE AS YOUR ROLE ON THE COMMISSION:

I grew up in Merced. I would like to have a hand in making sure that the guidelines to drawing the boundaries are adhered to, so everyone has a voice.

PLEASE LIST YOUR EDUCATIONAL BACKGROUND:

Merced High School Graduate with a few college credits, Non Violent Crisis Intervention, Certificate, Social Effectiveness Training, Behavioral Intervention Training

PLEASE TURN OVER AND COMPLETE THE BACK SIDE OF THE APPLICATION

PLEASE LIST YOUR WORK EXPERIENCE:

Currently: Instructor 2 at Central Valley Training Center. Previously: CNCEF Civic Engagement Team Member, Receptionist at Cardio Vascular Clinic, Office Assistant 2 for Merced County, Data Collector/Phone Interviewer for Westat. Optometric Assistant. Eligibility Worker for Merced County. Optician. Sales Associate. Lab Technician for Walmart. Store Manager for Sunglass Hut.

PLEASE LIST ANY PROFESSIONAL, TECHNICAL, OR COMMUNITY ORGANIZATION MEMBERSHIPS:

Christian Life Center Member

PLEASE LIST ANY CIVIC OR COMMUNITY EXPERIENCE INCLUDING PREVIOUS PUBLIC SERVICE APPOINTMENTS:

Education voters about local measures via phone and canvassing with CNCEF.

HOW DID YOU LEARN ABOUT THE MEASURE "T" COMMISSION VACANCIES?

- ☐ Newspaper
- ☐ Utility Bill Insert
- ☐ Website
- ☑ Other Referred by Lisa Marroquin

ETHNIC BACKGROUND:

Choose the one (ONLY ONE) ethnic group with which you most closely identify yourself:

- ○ American Indian or Alaskan Native
- ○ Black
- ○ Hispanic
- ○ White
- ○ Asian or Pacific Islander
- ○ Other _____

THANK YOU FOR YOUR INTEREST IN THE CITY OF MERCED

MERCED

APPLICATION FOR APPOINTMENT TO THE INDEPENDENT DISTRICTING ADVISORY COMMISSION

CITY OF MERCED
FEB 15 PM 1:46
SUBMIT BY EMAIL

PLEASE RETURN THE COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, OR BY MAIL: CITY CLERK'S OFFICE 678 W. 18TH STREET, MERCED, 95340

LAST NAME	FIRST NAME	MI
Sánchez	Isabel	

HOME ADDRESS	ZIP	PHONE
[redacted]	95341	[redacted]

EMPLOYER	JOB TITLE	EMAIL ADDRESS
Retired		

BUSINESS ADDRESS	ZIP	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MERCED	ARE YOU A REGISTERED VOTER OF THE CITY OF MERCED?	IF YOU ARE NOT A REGISTERED VOTER, ARE YOU ELIGIBLE TO VOTE?	DO YOU HAVE ADEQUATE TIME TO SERVE?
76 YRS 4 MTHS	(●) YES ( ) NO	( ) YES ( ) NO	(●) YES ( ) NO

WHY DO YOU WANT TO SERVE ON THE MEASURE "T" DISTRICTING COMMISSION:

Provide assistance and suggestions to have fair representation of and all the communities in Merced, not just mine.

WHAT DO YOU SEE AS YOUR ROLE ON THE COMMISSION:

I can provide Knowledge as a native resident of Merced.

PLEASE LIST YOUR EDUCATIONAL BACKGROUND:

Merced High dipolma
Some College classes in Early Childhood

PLEASE TURN OVER AND COMPLETE THE BACK SIDE OF THE APPLICATION

PLEASE LIST YOUR WORK EXPERIENCE:

Farmer's Ins. 7 yrs
Merced City Schools 23 4/rs

PLEASE LIST ANY PROFESSIONAL, TECHNICAL, OR COMMUNITY ORGANIZATION MEMBERSHIPS:

NEIGHBORS UNITED FOR BETTER SOUTH MERCED
SACRED HEART ALTAR Society MERCED
HAVING WORK WITH SOUTH SIDE RESIDENT WITH
CAL-TRAN TO INSTALL TRAFFIC LIGHTS AND CROSS WALK

PLEASE LIST ANY CIVIC OR COMMUNITY EXPERIENCE INCLUDING PREVIOUS PUBLIC SERVICE APPOINTMENTS:

Ad-HOC CITIZENS Advisory COMMITTEE FOR THE MARTIN LUTHER KING JR. WAY REVITALIZATION Plan
CITIZENS OVERSIGHT COMMITTEE MEASURE C

HOW DID YOU LEARN ABOUT THE MEASURE "T" COMMISSION VACANCIES?

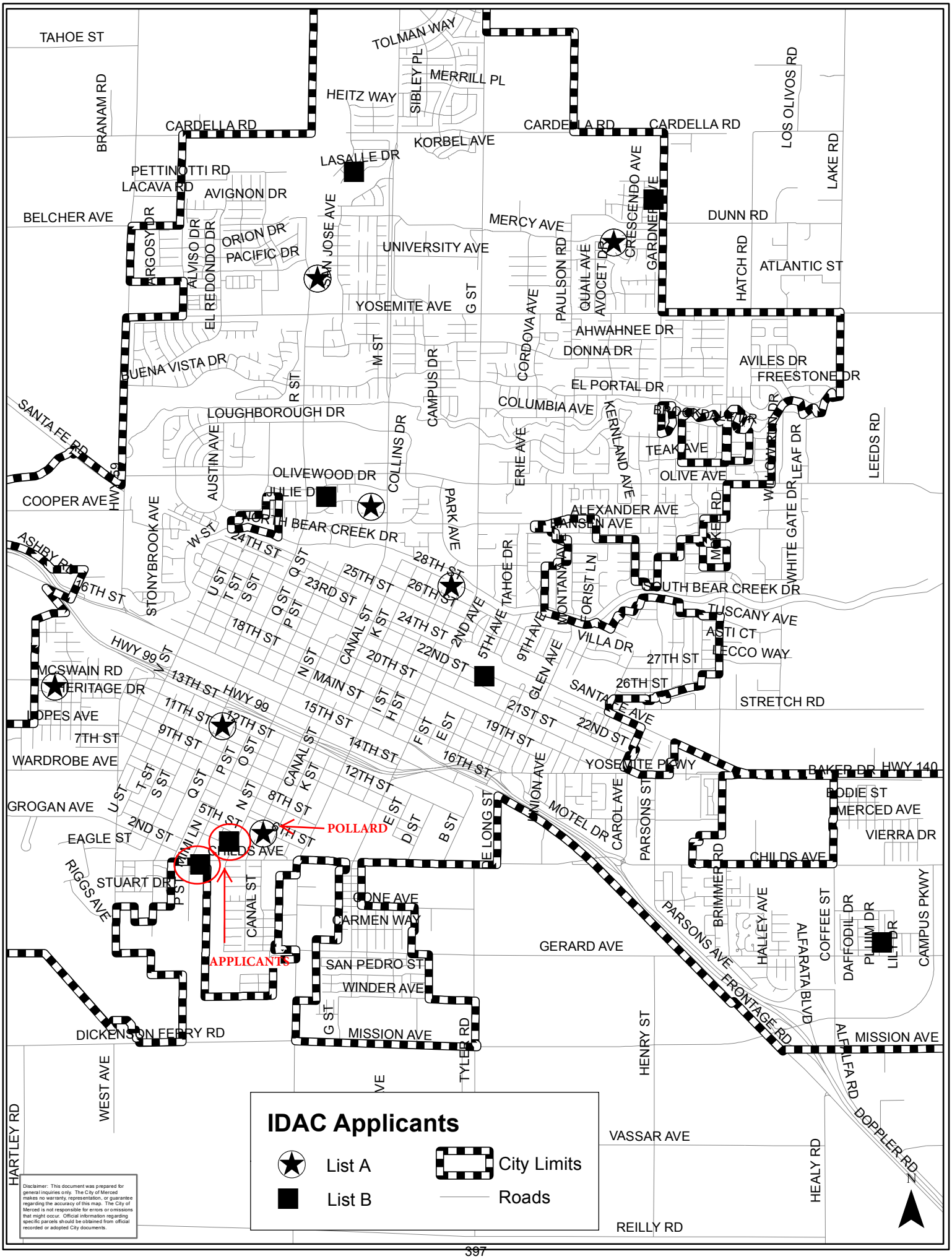
- ☐ Newspaper
- ☐ Utility Bill Insert
- ☐ Website
- ☒ Other Golden Valley Center (HEALTH) 2nd Floor 857-W. CHILDS Ave

ETHNIC BACKGROUND:

Choose the one (ONLY ONE) ethnic group with which you most closely identify yourself:

- ○ American Indian or Alaskan Native
- ○ Black
- ○ Hispanic
- ○ White
- ○ Asian or Pacific Islander
- ◉ Other Mexican American

THANK YOU FOR YOUR INTEREST IN THE CITY OF MERCED


TAHOE ST
TOLMAN WAY
SIBLEY PL
MERRILL PL
HEITZ WAY
BRANAM RD
CARDELLA RD
KORBEL AVE
LASALLE DR
PETTINOTTI RD
LACAVA RD
AVIGNON DR
BELCHER AVE
ARGOSY DR
ALVISO DR
EL REDONDO DR
ORION DR
PACIFIC DR
SAN JOSE AVE
UNIVERSITY AVE
MERCY AVE
CRESCENDO AVE
GARDNER AVE
DUNN RD
LOS OLIVOS RD
LAKE RD
HATCH RD
ATLANTIC ST
PAULSON RD
QUAIL AVE
AVOCET DR
YOSEMITE AVE
G ST
M ST
CORDOVA AVE
AHWAHNEE DR
DONNA DR
AVILES DR
FREESTONE DR
EL PORTAL DR
BUENA VISTA DR
R ST
CAMPUS DR
COLUMBIA AVE
KERNAN AVE
BROCKDALE DR
WILLOW RIV DR
LEAF DR
LEEDS RD
SANTA FE RD
HWY 59
LOUGHBOROUGH DR
AUSTIN AVE
COLLINS DR
ERIE AVE
TEAK AVE
OLIVE AVE
OLIVEWOOD DR
JULIE DR
COOPER AVE
NORTH BEAR CREEK DR
PARK AVE
ALEXANDER AVE
HANSEN AVE
MIKE RD
WHITE GATE DR
SOUTH BEAR CREEK DR
ASHBY PL
STONYBROOK AVE
W ST
24TH ST
25TH ST
26TH ST
28TH ST
TAHOE DR
FLORIST LN
VILLA DR
TUSCANY AVE
ASTI CT
LECCO WAY
27TH ST
26TH ST
STRETCH RD
16TH ST
U ST
T ST
S ST
Q ST
P ST
23RD ST
18TH ST
CANAL ST
K ST
24TH ST
2ND AVE
5TH AVE
9TH AVE
GLEN AVE
HWY 99
20TH ST
22ND ST
N ST
MAIN ST
I ST
H ST
F ST
E ST
21ST ST
19TH ST
MCSWAIN RD
HERITAGE DR
13TH ST
HWY 99
15TH ST
11TH ST
12TH ST
9TH ST
14TH ST
16TH ST
7TH ST
WARDROBE AVE
SANTA FE AVE
22ND ST
YOSEMITE PKWY
BAKER DR
HWY 140
BODIE ST
MERCED AVE
VIERRA DR
CHILDS AVE
GROGAN AVE
8TH ST
5TH ST
2ND ST
EAGLE ST
M ST
FIELDS AVE
POLLARD
APPLICANTS
RIGGS AVE
STUART DR
L ST
CANAL ST
CLONE AVE
CARMEN WAY
SAN PEDRO ST
WINDER AVE
G ST
MISSION AVE
TYLER RD
DICKENSON FERRY RD
WEST AVE
HARTLEY RD
E LONG ST
UNION AVE
MOTEL DR
CAROL AVE
PARSONS ST
PARSONS AVE
FRONTAGE RD
BRIMMER RD
HALLEY AVE
ALFARATA DR
COFFEE ST
DAFFODIL DR
PLUM DR
LILY DR
CAMPUS PKWY
GERARD AVE
HENRY ST
ALFALFA RD
DOPPLER RD
VASSAR AVE
HEALY RD
REILLY RD
IDAC Applicants
List A
List B
City Limits
Roads
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.
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INDEPENDENT DISTRICTING ADVISORY COMMISSION

City of Merced

Name	**Term** / ***Appt.***
Miguel Lopez *Chair*	*3/19/2015*
Theresa McIntire	*3/19/2015*
See Lee	*3/19/2015*
Kelly Ann Roseman	*3/19/2015*
Shane Smith	*3/19/2015*
Maria Vega	*3/19/2015*

All Committee members may be contacted by mail at 678 West 18th Street, Merced, California 95340, by e-mail to cityclerk@cityofmerced.org, or by calling the City Clerk's Division at (209) 388-8650.

Updated on July 14, 2015