AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this day of
, 2024, 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 De Novo Planning Group,
a California Corporation, whose address of record is 1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to annex, on behalf of a developer, approximately 1,171 acres at the northeast and northwest corners of G Street and Old Lake Road; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide environmental services in connection with said project.

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

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the environmental services described in Exhibit "A" attached hereto.

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

- 2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.
- 3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on completion of the scope of work to the satisfaction of the City.

- 4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Three Hundred Forty-Eight Thousand Six Hundred Ten Dollars (\$348,610.00).
- 5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.
- 6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.
- 8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

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

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

9. INDEMNITY.

- A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.
- B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.
- 10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

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

b. General Liability.

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

c. Automobile Insurance.

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

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:
 - (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
 - (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

- A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov/.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.
- 12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.
- 13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

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

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

- 15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
- 16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

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

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

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

- 18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.
- 19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
- 20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.
- 21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
- 22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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

A California Charter Municipal
Corporation
BY:
D. Scott McBride
City Manager

CITY OF MERCED

ATTEST: D. SCOTT MCBRIDE, CITY CLERK
BY:Assistant/Deputy City Clerk
APPROVED AS TO FORM: CRAIG J. CORNWELL, CITY ATTORNEY
BY: City Attorney Date
ACCOUNT DATA: M. VENUS RODRIGUEZ, FINANCE OFFICER
BY:
Verified by Finance Officer

CONSULTANT
BY: (Signature)
Steve Mc Murty Steve McMurtry
Its:
Principal/CFO
Taxpayer I.D. No. 26-2962235
ADDRESS: 1020 Suncast Lane, Suite 106 El Dorado Hills, CA 95762
TELEPHONE: (916) 580-9818
E-MAIL:
smcmurtry@denovoplanning.com



Proposal for Professional Services to Prepare an Environmental Impact Report for the Yosemite Lake Village Master Plan, Merced CA



updated 4-5-24

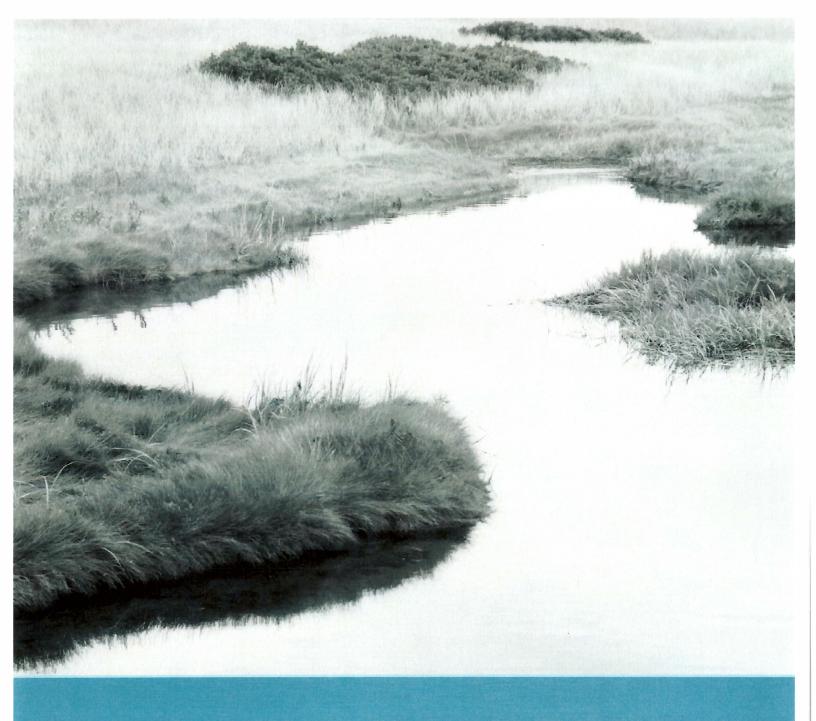
Submitted to:

Attn: Scott McBride, Development Services Director City of Merced 678 W. 18th Street Merced, CA 95340

De Novo Planning Group A Land Use Planning, Design, and Environmental Firm

1020 Suncast Lane, Suite 106 | El Dorado Hills, CA 95762 info@denovoplanning.com | TEL 916-580-9818

EXHIBIT A--Page 1 ATTACHMENT 2--Page 11



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

EXHIBIT A--Page 2
ATTACHMENT 2--Page 12

De Novo Planning Group – Yosemite Lake Village EIR Proposal

TABLE OF CONTENTS

QUALIFICATIONS AND EXPERIENCE	1
Staffing	4
SCOPE OF WORK AND APPROACH	5
Approach	5
Scope of Work	6
PROJECT SCHEDULE	28
BUDGET	29

De Novo Planning Group

	De Novo Planning Group – Yosemite Lake Village EIR Proposal
	This page intentionally left blank.
K	
ii	De Novo Planning Group

QUALIFICATIONS AND EXPERIENCE

DE NOVO PLANNING GROUP

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

Our team has significant experience throughout the Central Valley. We have served as on-call environmental staff for over 10 years and have prepared environmental and land use planning projects including EIRs, Mitigated Negative Declarations, Initial Studies, Addendums, and Exemptions. We are currently preparing the General Plan and General Plan EIR for the City. We have hundreds of projects that we have completed for jurisdictions in northern and southern California. We would be happy to provide an extensive list if more detail is necessary

Our team will be led Steve McMurtry, whom is a Principal with the firm. Mr. McMurtry will serve as the primary lead and contact for the City. Christina Erwin will serve as co-project manager and a secondary point of contact. Our team includes technical support consisting of associates with expertise in air quality, biology, greenhouse gases/energy, hydrology, public services, and utilities. We have also included TJKM as a subconsultant to prepare the traffic study, Saxelby Acoustics to prepare a Noise Study, Peak Associates to prepare a Cultural Study, and West Yost to prepare a SB 610 Water Supply Assessment.

BENEFITS OF THE DE NOVO TEAM

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

- Principal-level Attention to Detail Every project and every client receive close
 attention by the Company's Principals. Before a deliverable is finalized, as part of the
 QA/QC process, at least one De Novo Principal will review each deliverable before it is
 finalized for delivery to the client.
- Experience with Development Projects –De Novo has a deep knowledge of CEQA and
 has specific experience preparing environmental documents for development projects.
 This background understanding of development projects allows us to develop an
 appropriate scope and prepare an analysis that will meet the expectations of public
 agencies that are anticipated to comment on the document.

- **Central Valley Experience** The De Novo team project management and technical staff have a strong knowledge of communities in the Central Valley region, and have specifically worked on projects in Merced County. The team also includes members that have experience on the previous environmental analysis performed on the project.
- Client Orientation The De Novo team prides itself on client satisfaction. We pride ourselves on our ability to work with clients to balance the often-conflicting goals of economic, social, environmental, legal, and political forces.
- **Personnel Workload/Capacity** The personnel assigned to the project each have capacity to fulfill the work under the schedule outlined in this proposal.

REFERENCE PROJECTS

CITY OF MANTECA GRIFFIN PARK MASTER PLAN EIR



De Novo Planning Group prepared an EIR for the Griffin Park Master Plan project in Manteca. The project was primarily a single-family residential development anticipated to provide 1,592 units. Additionally, the Project includes five acres of neighborhood service commercial anticipated to provide approximately 65,340 square feet of commercial. The Project would provide approximately 26.46 acres of parks and open space.

The proposed Project includes design standards and guidelines and would provide various housing and lot sizes. The proposed Griffin Park Design Guidelines shall apply to all residential and non-residential projects that are subject to Site Plan Approval.

Reference: JD Hightower, Planning Director, City of Manteca (209) 456-8505 | jhightower@ci.manteca.ca.us

CITY OF LATHROP, SOUTH LATHROP SPECIFIC PLAN EIR



De Novo completed the EIR for the South Lathrop Specific Plan (SLSP). Steve McMurtry led the team, and was supported by technical staff. Encompassing 315 acres, the SLSP provides infrastructure and services to adequately and responsibly support development. Land use designations within the Plan Area include commercial office (10 acres), limited industrial (222 acres), open space (31.5 acres), and related public facilities (51.5 acres). The project anticipates development of 4M square feet of

employment-generating uses. Steve McMurtry served as the project manager for the project. The project was completed in 2013 and is currently under construction.

Reference: Rebecca Schmidt, AICP, Community Development Director, City of Lathrop (209) 941-7267 | rschmidt@ci.lathrop.ca.us

TOWN OF TRUCKEE, TRUCKEE PC-3 SPECIFIC PLAN EIR



De Novo worked with the Town of Truckee to prepare the Planned Community-3 Specific Plan EIR, which was a commercial and industrial focused project surrounding the airport, with a small residential component. The PC-3 EIR was managed by Steve McMurtry. The project includes the development of a mixed-use specific plan, including approximately 100 residential

units and several hundred thousand square feet of commercial and industrial uses. The project is in the vicinity of the Truckee Airport. The EIR includes visual simulations that depicted post-development site conditions and a full analysis of potential impacts to water quality and biological resources. The project was completed in 2015.

Reference: Denyelle Nishimori, Planning Manager, Town of Truckee (530) 582-2934 | dnishimori@townoftruckee.com

CITY OF BRENTWOOD, PRIORITY AREA 1 (PA-1) SPECIFIC PLAN AND EIR



De Novo is preparing a Specific Plan and Environmental Impact Report for the Priority Area 1 (PA-1). Ben Ritchie is leading the Specific Plan project team, and Steve McMurtry is leading the EIR team. PA-1 is a 373-acre project site located in the northwest corner of Brentwood, and is a projected focal point for jobs and mixed-use development. The Specific Plan will create the precise criteria for the growth and development of PA-1 by establishing a vision for the area, identifying uses desired and allowed in PA-1, and planning for infrastructure improvements to support future development.

Reference: Tim Nielson, Associate Planner, City of Brentwood (925) 516-5151 |tnielsen@brentwoodca.gov

CITY OF DAVIS - CANNERY MASTER PLAN EIR



The De Novo team completed a complex project-level EIR for the Cannery Project in Davis. The Cannery project consists of redevelopment and reuse of a 100-acre industrial site, formerly used as a tomato cannery. The project includes approximately 550 residential units, 136,000 square feet of mixed commercial and office space, parks, extensive bicycle networks, and urban farm, and a wide range of off-site infrastructure improvements. The project received an exceptionally high level of public scrutiny, and underwent several significant changes during development of the EIR. The American Planning Association has labeled the project as one of the most "Innovative New Smart Growth Communities" in the country.

Reference:

Katherine Hess, Community Development Administrator, City of Davis (530) 757-5652 | khess@cityofdavis.org

STAFFING

DE Novo

Below is a brief bio of several key personnel that will be involved in the project. We have listed three key people from De Novo. Upon request, we can provide a list of other technical individuals, including subconsultants, that would be involved on the project.

STEVE MCMURTRY - PROJECT MANAGER/PRINCIPAL PLANNER

Steve has successfully led multidisciplinary teams to complete hundreds of environmental, transportation and land use planning, and development projects throughout California. Steve's experience includes service in engineering and planning firms, as well as in the home-building industry. His environmental experience encompasses field research, public outreach, mitigation development, document writing, and permitting. During his tenure in the construction industry, he was responsible for planning, design, and construction of projects valued over \$300 million for a Fortune 500 company,



which included the construction of roadways, utilities, pump stations, parks, and trails. Steve graduated from Cal Poly San Luis Obispo with a bachelor's degree in Natural Resource Management with graduate studies in Biological Sciences at San Jose State University.

CHRISTINA ERWIN -PRINCIPAL PLANNER



Christina is a principal planner and has more than 22 years of experience in environmental planning for public- and private-sector clients throughout the California Central Valley. She has successfully managed many environmental planning projects involving urban infill, housing, new land development, major sports and entertainment venues, general plans, and large-scale specific plans. Christina's specialty is working on technically and politically complex, multifaceted projects that require a high degree of coordination and interface with multiple stakeholders. She develops and guides the strategic application of CEQA for

projects, with a focus on streamlining environmental review, providing rigorous environmental analysis, identifying implementable mitigation measures, and helping clients achieve their project objectives. Christina holds a bachelor's of science degree from University of California, Davis in Environmental Policy Analysis and Planning.

ELISE CARROLL - SENIOR PLANNER

Elise specializes in environmental impact reports and urban planning for both the public and private sectors. As an experienced environmental impact assessment practitioner (CEQA and NEPA), Elise analyzes and summarizes the environmental impacts of existing and proposed developments. On behalf of De Novo Planning Group, she regularly provides informative research summaries and mitigation recommendations to public and private agencies. Elise holds a bachelor's of science degree from University of California, Davis in Environmental Policy Analysis and Planning (with an emphasis in Urban & Regional Planning).



JOSH SMITH - SENIOR PLANNER



Josh has been in the planning industry since 2010, and is responsible for the preparation of CEQA/NEPA documents, climate change planning for local governments, development of air quality and greenhouse gas technical studies, and Health Risk Assessments. Josh has expertise utilizing best-practice standards for developing greenhouse gas (GHG) inventories and context-specific GHG mitigation measures, as well as developing custom air pollutant emissions calculators for complex projects. He also has prior experience working in state and local government. Josh graduated from UC Davis in 2010 with a Bachelor's of Science in Environmental

Policy Analysis & Planning, where he participated in the Davis Honors Challenge Program. He is a LEED AP O+M professional.

Scope of Work and Approach

APPROACH

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

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

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

SCOPE OF WORK

TASK A - PROJECT INITIATION

Within one week of project commencement, the De Novo team will meet with City Staff to discuss the following:

- Refinement of project work scope and schedule,
- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.
- Collection of relevant background documents (adopted documents, reports, and studies),
 and
- Project deliverables.

TASK B - PREPARE PROJECT DESCRIPTION

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

TASK C - NOP

De Novo will prepare a Notice of Preparation (NOP) in an administrative draft form for the City staff to review. Comments received will be incorporated into the Notice of Preparation for public circulation. After the document is "Screen Checked" by City staff, we will finalize the document. The public draft will be published and distributed with the proper notices to the State Clearinghouse. De Novo will also file with the County Clerk, and a newspaper of regional circulation. We will hold a public scoping meeting in coordination with City staff.

The intent of an Initial Study is to narrow the focus of an environmental analysis in an EIR to the most pertinent and relevant environmental issues and to "scope out" topics that can be easily concluded at this early stage to have a less than significant or no impact from the Project. We have included a full scope of environmental topics in the Draft EIR, but at the City's request we can prepare an Initial Study to scope out topics that may not warrant a full analysis in the Draft EIR.

Deliverables: One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format. Twenty (20) copies of the NOP. We will distribute the NOP at the State and Local level, which

De Novo Planning Group - Yosemite Lake Village EIR Proposal

will include web links where the recipient can download a copy of the Project Description, and/or an Initial Study if the City decides an Initial Study is appropriate to scope any topics out. The NOP mailings are anticipated to be up to forty (40) mailings.

TASK D - TECHNICAL STUDIES

The following discusses the individual technical studies that will be prepared for the project. In addition to those listed, we will prepare an Air Quality, Greenhouse Gas Emissions, and Energy Analysis that will be incorporated into the EIR, but is not intended to be a standalone document. Lastly, any Engineering Studies, Calculations, and Drawings prepared by the applicant's Engineers will be reviewed by our staff (and the appropriate City Departments/Staff) and incorporated into the EIR as appropriate.

BIOLOGICAL STUDY

The following scope of work presents the work tasks that will be required to complete the Biological Resources Baseline Report.

Biological Resources Baseline Report

LSA will prepare a Biological Resources Baseline Report covering the approximately 1,170-acre annexation study area. The Biological Resources Baseline Report will include a project-level assessment of biological resources for the Yosemite Lake Village Project (734 acres within Planning Areas A, B, and D) and a program-level assessment of biological resources for the remainder of the annexation area that may be developed in the future (289 acres within Planning Areas C and E). The Biological Resources Baseline Report may be used by the City to evaluate future development within Planning Areas C and E under subsequent project-specific environmental documents. LSA will prepare the Biological Resources Baseline Report by completing the following subtasks:

- Literature Review and Records Search. Prior to the reconnaissance field survey, LSA will execute and evaluate a biological resource records search of the most current versions of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (iPaC) database. LSA will review the databases for known occurrences of special- status biological resources and mapped jurisdictional aquatic resources. LSA will also review its previous project work in the area for applicable biological resources information.
- Reconnaissance Field Survey. Following the literature review, LSA biologists familiar with the habitats and sensitive biological resources of the region will conduct a reconnaissance level field survey of the biological resources in and adjacent to the approximately 1,170-acre study area, particularly to document the occurrence of any species or habitats of interest or concern and to determine the potential for the presence of any such resources that may not be detectable at the time of the site survey. All occurrences of special-status plant and/or

wildlife species in the study area will be mapped, along with vegetation communities and other land cover types. LSA anticipates that the general field survey will be completed by two biologists in 1 day and will be performed from public rights-of-way and from areas where permission to enter is obtained. Based on LSA's familiarity with the Yosemite Lake Village Project area, the reconnaissance survey will focus on the 289-acre area within Planning Areas C and E.

As part of the fieldwork, any potential jurisdictional waters of the United States, as well as streambeds, riparian vegetation, or wetlands subject to State jurisdiction that are identified within the study area, would also be assessed in the field. LSA proposes to include information gathered from this fieldwork in the technical report described below. A formal, stand-alone Jurisdictional Delineation report is not included in this scope. If a formal Jurisdictional Delineation report is requested, LSA will prepare a revised scope and budget to conduct this task.

- Biological Resources Baseline Report. Following the fieldwork, LSA will prepare a Biological Resources Baseline Report describing the results of the literature review and field survey. Biological resources information from existing analyses and technical documentation previously prepared by LSA for the Yosemite Lake Village Project area will be incorporated as appropriate. The Biological Resources Baseline will include the following:
 - o A description of the survey methodology and regulatory background/definitions.
 - A discussion of the soils, plant communities, and other land cover types.
 - Identification and discussion of areas that may potentially be considered jurisdictional wetlands, waters of the United States, waters of the State, as defined by the United States Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and CDFW.
 - A description of observed or otherwise detected special-status species.
 - An assessment of potential habitat value for special-status species and identification of additional focused species surveys that may be necessary.
 - A list of plant and wildlife species observed during the survey.
 - Representative photographs of the study area and graphics showing the study area location, vegetation communities, and soil types. Additional graphics, as needed, will show the locations of special-status species or sensitive natural communities, potential special-status species habitat, and areas of designated critical habitat on or directly adjacent to the study area.

Project-level mitigation measures will be recommended, as needed, for the Yosemite Lake Village Project taking into consideration the previous compensatory mitigation that has already been implemented (e.g., via the Yosemite Lake Conservation Area). If there is potential for future proposed land use changes/projects within Planning Areas C and E of the

study area to result in significant impacts on biological resources (according to Appendix G of the State CEQA Guidelines for biological resources and local policies), programmatic mitigation measures will be recommended to avoid, minimize, and/or compensate for such impacts. The measures will prescribe the types of biological resources surveys that would be required based on the resources mapped within specific portions of the study area during the field survey described above.

LSA has budgeted 6 hours to revise the draft Biological Resources Baseline Report based on one round of client review and consolidated comments.

• Biological Resources Impact Analysis for the EIR: LSA will prepare a project-level biological resources impact analysis for the approximately 734-acre Yosemite Lake Village annexation and a program-level analysis for the annexation of Planning Areas C and E. Using information gathered for the Biological Resources Baseline Report described above, impacts to biological resources will be evaluated in accordance with the 2022 CEQA Statute and Guidelines and other relevant federal, State, and local regulations/policies. As applicable, measures will be identified for avoidance, minimization, and/or mitigation of impacts. This task includes the preparation of the Draft Biological Resources section of the EIR and one round of draft document review and responses to comments. LSA has budgeted a total of 4 hours to revise the Biological Resources Section of the EIR based on client review. LSA has also budgeted for 8 hours to assist with responses to comments related to biological resources following the circulation of the public review draft EIR.

CULTURAL RESOURCES STUDY

The De Novo team includes Peak and Associates to prepare a Cultural Resources Study. Of the current overall Yosemite Lake study area, an area on the west side appears to have not been surveyed for cultural resources consisting of Planning Areas E and F ("project area"). From an initial review, it appears there are two water features to record as well as a building complex. The project area totals 324.3 acres. To complete the cultural resource identification and reporting for the project area for CEQA review, the following scope of work is recommended:

- A cultural resource record search will be conducted for the entire study area through
 the Central California Information Center of the California Historical Resources
 Information System for the project area and a 0.25-mile radius. This search will provide
 information on any sites present in or near the project area and study area vicinity, and
 any previous surveys. Although we have two reports for major survey work, we may
 need the prior reports for information about cultural resources not included in the two
 previous survey documents.
- 2. A pedestrian field survey will be conducted of the project area, using complete coverage with transects, checking for both prehistoric and historic resources. Prehistoric period or historic period resources in the survey area will be field recorded, with site forms prepared for up to five sites.

- 3. The ditches and any other historic period features will be evaluated under the criteria of the California Register of Historical Resources. The presence of prehistoric cultural resources may require additional work including Native American consultation and possibly other methods such as field testing to determine the extent and significance of such a finding. The scope of this effort cannot be determined at this time.
- 4. A technical report will be prepared on the findings of the project area study including cultural background, records search and literature review results, field methodology, building descriptions, evaluations, conclusions, and recommendations. The record search and site records will be appended to the report.

Noise Study

The De Novo team includes Saxelby Acoustics to prepare a Noise and Vibration Study. The following outlines the scope of work for this study:

1A. Existing Noise Environment:

- Traffic Noise: Existing noise levels due to nearby transportation noise sources will be
 quantified. Saxelby Acoustics uses the Federal Highway Administration (FHWA) traffic noise
 prediction model for the prediction of traffic noise levels. Direct inputs to the traffic model
 will include traffic data provided by the project traffic consultant, existing posted speed
 limits, truck count information, and 24-hour traffic split data collected by Saxelby Acoustics.
- Community Noise Survey: Saxelby Acoustics will conduct a noise survey within the project site to quantify existing background noise levels. The noise survey will consist of short-term noise level measurements and continuous noise level measurements for a minimum period of 24-hours.
- **1B.** Analysis of Transportation Noise Environment: Saxelby Acoustics will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity. This task will be performed using traffic volumes provided by the traffic engineer. We anticipate providing traffic noise levels for existing, existing plus project, cumulative, and cumulative plus project scenarios. However, should additional scenarios be included in the traffic study, we will also evaluate those scenarios. We will also calculate exterior and interior traffic noise levels on the proposed residential uses. If necessary, we will evaluate any required exterior or interior noise control measures needed to achieve compliance with the City of Manteca noise level standards.
- 1C. Analysis of Stationary Noise Environment: Saxelby Acoustics will provide an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity. It is expected that this analysis will follow the assumptions used in the project air quality analysis.
- **1D. Report Preparation:** Saxelby Acoustics will provide a draft report which details our findings, methodology, and noise reduction measures (if required). The report will be prepared to

meet the requirements of the City of Manteca and CEQA. Saxelby Acoustics will provide the technical noise study in a generic technical format, or a De Novo specific format if preferred.

1E. Response to Comments: Saxelby Acoustics will respond to comments on the draft technical report. After comments are received, a final report will be provided.

TRAFFIC STUDY

The following scope of work presents the work tasks that will be required to complete Traffic Study.

Task 1 - Existing Conditions: TJKM will evaluate existing conditions at the study intersections indicated below during weekday peak hours on Tuesdays, Wednesdays, or Thursdays from 7 to 9 a.m. and from 4 to 6 p.m. (Note: If additional intersections are requested to be studied as part of this analysis, we will require additional budget to cover the cost of the additional analysis.)

TJKM expects to obtain new peak hour counts at all locations.

Intersections to be analyzed:

- 1. G Street at project access #1
- 2. G Street at project access #2
- 3. G Street at Old Lake Road
- 4. G Street at Farmland Avenue
- 5. G Street at Bellevue Road
- 6. G Street at Cardella Road
- 7. G Street at Mercy St.
- 8. G Street at Yosemite Avenue
- 9. G Street at W. Olive Avenue
- 10. Snelling Road at Yosemite Avenue
- 11. Snelling Road at W. Olive Avenue
- 12. Snelling Road at W. 16th
- 13. Old Lake Road at Golf Road
- 14. Golf Road at Bellevue Road
- 15. Gardner at Cardella Road (future)
- 16. Bellevue and Lake Road
- 17. Yosemite Avenue at Lake Road
- 18. Yosemite Avenue at Campus Parkway (future)

TJKM will perform a site visit to observe existing intersection conditions, especially during the a.m. and p.m. peak hours. Existing roadway conditions, including geometrics and traffic controls, will be verified.

Queuing analysis is included in the proposed scope of work for the study intersections listed above under all study scenarios. This analysis will be utilized to recommend minimum storage lengths for left and right turn lanes at all study intersections.

Roadway segments to be analyzed:

A. G Street from project access road to Bellevue Road

- B. Old Lake Road from G Street to Crocker Huffman Canal
- C. Golf Road from Old Lake Road to Bellevue Road

TJKM will obtain directional 24-hour counts at the subject locations. TJKM will evaluate existing and forecast levels of service (LOS) at the study intersections and segments. TJKM will use Synchro software for the study intersections, and a methodology consistent with the General Plan EIR for the study segments, as appropriate to perform this analysis. TJKM will identify the causes of poor level of service.

Task 2 – Project Information

<u>Trip Generation</u> Vehicle trip generation for the proposed project will be based on information provided and the Institute of Transportation Engineers (ITE) reference, *Trip Generation*, *11th Edition*.

<u>Distribution and Assignment TJKM</u> will utilize the existing MCAG traffic model, existing counts, and input from local transportation officials to determine a recommended distribution and assignment of project trips. TJKM will prepare an analysis of Scenario 2, shown below, which will include the trips from buildout of the project added to existing traffic. Where appropriate, TJKM will recommend potential mitigation measures to maintain acceptable levels of service.

<u>Project scenarios</u> TJKM expects to include the following scenarios in the traffic study.

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

TJKM will reconfirm the desired year of cumulative analysis – likely 2040. Analysis of 2040 conditions would be consistent with both the City and County General Plans and the current MCAG traffic model.

Task 3 - Cumulative Scenarios

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

Task 4 - Other Issues

a) VMT In keeping with the requirements of the City of Merced, MCAG and the Office of Planning and Research, TJKM will prepare a comprehensive VMT analysis of the proposed project. If required, TJKM will develop mitigation measures to resolve unacceptable VMT results.

De Novo Planning Group - Yosemite Lake Village EIR Proposal

- b) <u>Fair Share Analysis</u> TJKM will prepare a fair share analysis of costs for the mitigation measures determined to be the full or partial responsibility of the development being analyzed in Scenario 4. TJKM will use methodologies prescribed by Caltrans.
- c) Review On-site Circulation TJKM will prepare an analysis of proposed on-site circulation for the development.
- d) <u>Transit, Bicycle and Pedestrians</u> TJKM will prepare an analysis of project impacts to transit, bicycle and pedestrian facilities based on the criteria described in the City General Plan EIR.

Task 6 – Report: TJKM will prepare a free-standing transportation impact study (TIS) report summarizing our procedures, findings, and recommendations. The report can serve a technical appendix to the DEIR and be the source document for the Transportation section of the DEIR, which will be prepared by others. TJKM will respond to comments on the report made by the EIR preparer as well as the City staff. We will also be able to review and provide comments on the administrative draft DEIR section, if requested.

Task 7 – Response to DEIR Comments: TJKM will be able to respond to technical comments on the DEIR resulting from the use of the transportation impact study findings in the DEIR. This will be on a time and materials basis. This task can also be used if attendance at public meetings by TJKM is required during the adoption phase.

WATER SUPPLY ASSESSMENT

West Yost is a civil engineering firm with experience preparing water supply assessments for the City of Manteca. The proposed project calls for an SB 610 WSA based on the size of the project. The following describes each of the key tasks necessary to perform this proposed Scope of Services.

Task 1. Develop Water Demand Projection and Evaluate Water Supply Availability

West Yost will project the estimated water demand for buildout of the Project based on land use-based water demand factors provided in the City's 2014 Water Master Plan and recent water use data as included in the City's 2020 UWMP. Only the buildout water demand will be calculated; no water demands for phasing of the Project will be calculated or evaluated by West Yost.

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

Based on the evaluation of supply availability, West Yost will identify whether the City has sufficient water supplies and water supply reliability to meet the water demand associated with the proposed Project. Because the proposed Project is within City's planning area and outside the existing City limits, the proposed Project will require annexation into the City limits. This proposed scope of services does assume that the City's water supply will be extended to areas within the planning area outside the existing City limits as those areas are approved for development and annexed into the City.

Task 2. Prepare Water Supply Assessment

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

The work will include preparation of the following WSA components:

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

De Novo Planning Group - Yosemite Lake Village EIR Proposal

A determination of sufficiency of existing and future supply for the Project

Results of the analysis described above will be documented in an Administrative Draft WSA Report for the Project. The Administrative Draft WSA Report will be provided to De Novo for delivery to the City. Following receipt of consolidated, written comments from De Novo and the City, West Yost will prepare a Draft WSA for City Council review and comment or adoption, and a final copy after City Council adoption, if needed.

TASK E -ADMINISTRATIVE DRAFT EIR

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

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

The EIR will consist of the following sections:

EXECUTIVE SUMMARY

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

Introduction

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

PROJECT DESCRIPTION

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

De Novo will prepare the Project Description prior to including it in the Initial Study and Notice of Preparation. The Project Description will be provided in an administrative draft form for City staff to review. Comments received will be incorporated into the revised Project Description and included in the Initial Study and Notice of Preparation. After the document is "Screen Checked" by City staff, we will finalize the Project Description for public release.

ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

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

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

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

AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual resources located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the anticipated changes to the visual characteristics of the project area because of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural renderings are available for the proposed project, we will compare and contract design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (*Note: Visual simulations are not included in this scope but can be added upon request.*)

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

AGRICULTURAL RESOURCES

This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State

De Novo Planning Group - Yosemite Lake Village EIR Proposal

Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

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

AIR QUALITY

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

- Regional air quality and local air quality in the vicinity of the project site will be described.
 Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively
 assessed for area source, mobile sources, and stationary sources. The ARB-approved
 CalEEMod computer model will be used to estimate emissions associated with the proposed
 project. Exposure to odorous or toxic air contaminants will be assessed through a screening
 method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as
 recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized
 intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If
 the screening method indicates that modeling is necessary, upon review of the traffic
 analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer
 model.

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

De Novo Planning Group - Yosemite Lake Village EIR Proposal

(Note: We do not anticipate the need for a Health Risk Assessment based on the project characteristics and are knowledge of land uses in the vicinity. However, if one is needed, we can add an additional task to prepared this study.)

BIOLOGICAL RESOURCES

The De Novo Team includes LSA Associates, a biological resources firm with exceptional local knowledge and experience. The scope of work includes the preparation of a biological report, which will be incorporated into this section of the EIR. The scope of the biological report is presented under a separate task.

CULTURAL AND TRIBAL RESOURCES

The De Novo Team includes Peak Associates, a cultural resources firm with exceptional local knowledge and experience. The scope of work includes the preparation of a cultural report to cover the areas not covered under the previous two reports, which will be incorporated into this section of the EIR. The scope of the cultural report is presented under a separate task. We will utilize the existing two reports already prepared for a portion of the Project site.

ENERGY

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

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

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

GEOLOGY/SOILS/SEISMICITY

We will review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present. We will review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and

environmental reports, site plans, plot plans, and correspondence with regulatory agencies. We will review aerial photographs of the site to aid in evaluating geologic hazards that may be present. We will perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations. We will prepare a geohazards evaluation to address soils, geology, and seismicity issues, and propose mitigations, as applicable, to address identified impacts.

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

(Note: We have not included any preliminary or design-level geotechnical engineering reports for this planning level. Ultimately such reports will be necessary for the engineering of roadways and other improvements. If such analysis is desired at this time, we can add an additional task to prepared this study.)

GREENHOUSE GASES AND CLIMATE CHANGE

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

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

HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's

(Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable.

(Note: This scope does not include any soil or groundwater sampling, although that work can be added if necessary. We understand that a Phase I ESA has already been provided. Information from that report will be reviewed for incorporation into the CEQA document.)

HYDROLOGY/WATER QUALITY

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

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

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

LAND USE AND PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the

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

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

MINERAL RESOURCES

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

Noise

The De Novo Team includes Saxelby Acoustics, an acoustical consulting firm with exceptional local knowledge and experience. The scope of work includes the preparation of a noise report, which will be incorporated into this section of the EIR. The scope of the noise report is presented under a separate task.

POPULATION AND HOUSING

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

PUBLIC SERVICES/RECREATION

Implementation of the project has the potential to result in impacts to the public services/recreation. Specifically, implementation of the project may result in a significant increase in demand for public services/recreation in the project area and may result in level of

De Novo Planning Group - Yosemite Lake Village EIR Proposal

service impacts to police, fire (including split jurisdiction), and emergency service providers, as well as park and open space facilities.

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

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

TRANSPORTATION AND CIRCULATION

The De Novo Team includes TJKM, a traffic consulting firm with exceptional local knowledge and experience. The scope of work includes the preparation of a traffic report, which will be incorporated into this section of the EIR. The scope of the traffic report is presented under a separate task.

UTILITIES AND SERVICES SYSTEMS

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

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

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

Water Supply: We understand that the applicant has retained a civil engineer for the civil engineering of the project, including water analysis. The size of the project warrants an SB 610 Water Supply Assessment (WSA). We have included West Yost to prepare a WSA, which is described in a separate task. Results of the WSA will be documented in an Administrative Draft WSA Report for the Project, which will include the following: a description of the Project and the associated water demand; a description of the City's existing and future water supply and demand conditions; a description of determinations as required by SB 610; documentation of the WSA for the Project; and determination of sufficiency of existing and future supplies to meet the proposed demand of the Project. The WSA will be the basis for this section.

WILDFIRES

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

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

CUMULATIVE IMPACT SUMMARY

De Novo will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures for any significant impacts identified. This cumulative analysis will be based on a list of known projects in the region as well as forecasts.

ALTERNATIVES

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

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

The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input. (Note: We do not anticipate the need to analyze the alternatives at an equal level to the proposed project.)

OTHER CEQA REQUIREMENTS

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

REPORT PREPARERS AND REFERENCES

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

Deliverables: We anticipate submitting the Administrative Draft EIR for City Review via (1) electronic copy. This will likely involve submittal of individual Word files for each chapter, PDF files for each figure and Appendices, as well as a PDF file of the entire document compiled together.

TASK F - PUBLIC DRAFT EIR AND NOTICE OF COMPLETION

Comments received from City staff regarding the Administrative Draft EIR will be incorporated into the Draft EIR for public circulation. De Novo will generate a "Screen-check" Draft EIR for a final staff review before we produce the document for public review. After the document is finalized, we will publish the document. We will obtain the City's distribution list and provide a Notice of Availability (NOA) via email or US Mail depending on the individual preference of the recipient at the direction of the City. The NOA will include a link where the recipient of the NOA can download the Draft EIR, or where they can go to obtain a hard copy of the Draft EIR for their review. We will also file the NOA with the County Clerk and a newspaper of regional circulation. Lastly, we will file the NOA with a Notice of Completion at the State Clearinghouse. This will require the City to authorize De Novo as a Submitter approximately one week prior to the filing.

De Novo Planning Group - Yosemite Lake Village EIR Proposal

Deliverables: Twenty (20) copies of the Draft EIR with appendices. We anticipate that these copies will be used by City staff, Planning Commission, and City Council. We will distribute the NOA at the State and Local level, which will include web links where the recipient can download a copy of the Draft EIR. The NOA mailings are anticipated to be up to forty (40) mailings. Additional copies of the Draft EIR above the 20 copies included will be \$100 per EIR.

TASK G - ATTENDANCE AT MEETINGS FOR DEIR

De Novo will attend up to two (2) meetings for the DEIR. The time under this task may be used for a variety of meetings, which may include meetings with City staff, commissions, neighbors, etc., but they are not intended to be "hearings" as covered under task K.

TASK H - ADMINISTRATIVE FINAL EIR

Upon completion of the public review period De Novo will coordinate with City staff and prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in <u>underline</u> format and any deleted text will be marked in <u>strikeout</u> format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 20 or fewer comment letters, two to three pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

Deliverables: We anticipate submitting the Administrative Final EIR for City Review via (1) electronic copy. This will likely involve submittal of individual Word files for each chapter, PDF files for Appendices, as well as a PDF file of the entire document compiled together.

TASK I -FINAL EIR AND MMRP

Comments received from City staff regarding the Administrative Final EIR will be incorporated into the Final EIR for public circulation De Novo will generate a "Screen-check" Final EIR for a final staff review before we produce the document for public review. After the document is finalized, we will publish the document. We will utilize the list of commenters of the Draft EIR to provide individual notices indicated that the Final EIR is available for review, and where they may locate a link to download the Final EIR.

This task will also include the preparation of a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation. We anticipate including the MMRP in a chapter of the Final EIR.

Deliverables: Twenty (20) copies of the Final EIR. We anticipate that these copies will be used by City staff, Planning Commission, and City Council. We will distribute a notice to Draft EIR commenters that includes web links where the recipient can download a copy of the Final EIR. The mailings are

anticipated to be up to forty (40) mailings. Additional copies of the Final EIR above the 20 copies included will be \$100 per EIR.

TASK J - FINDINGS OF FACT/ OVERRIDING CONSIDERATIONS

De Novo will prepare the required CEQA Findings of Fact and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. These findings shall be prepared using the City's format and will be provided to City staff for an administrative review. Comments received from staff regarding the Administrative Findings will be incorporated into a final version of the Findings for use by the City at the public hearings.

Deliverables: One (1) electronic copy of the admin findings and one (1) electronic copy of the public findings. We anticipate that the City staff will utilize the electronic copy of the findings as part of their staff report and will not need separate hard copies printed.

TASK K - ATTENDANCE AT PLANNING COMMISSION/CITY COUNCIL MEETINGS

De Novo will attend up to four (4) public hearings, which includes a Planning Commission and City Council hearing. De Novo will be responsible for preparing any exhibits that may be necessary for display at these meetings, presentations, and responses to public comment. We anticipate that the Project Manager will be required for each meeting. Technical support from other members may be required on occasion and will be accommodated as necessary.

TASK L-NOTICE OF DETERMINATION

Upon certification of the EIR De Novo will prepare a Notice of Determination for filing with the State Clearinghouse and the County Clerk. The applicant will be responsible for paying the CDFW filing fees, which are approximately \$3,445.25, but are anticipated to increase on January 1, 2023. The applicant will also be responsible for paying the Clerk fee, which is \$50. We will require these checks, payable to the Merced County Clerk, to file the NOD

Deliverables: One (1) electronic copy of the NOD for signature by the City. We anticipate the City emailing us a signed copy of the NOD that we can file with the County Clerk and SCH.

TASK M- ADMINISTRATION/PROJECT MANAGEMENT

De Novo will provide principal-level engagement for this project, helping to keep the project on schedule and on budget. Senior level review of all documents, quality control/quality assurance, and engaged leadership are hallmarks of this task. Further, active project management, with regular client updates, facilitating meetings/calls, and budget and schedule tracking will occur.

OPTIONAL TASK - ASSISTANCE WITH SOI EXPANSION AND ANNEXATION

We noted in our discussion with the City staff that they would need assistance with the LAFCo applications. We have included this optional task for consideration by the applicant and City staff. It is noted that this work may already be scoped by the project engineer or other parties, hence the reason for it being presented as an optional task.

Prepare MSR with SOI Plan

The City of Merced Municipal Service Review (MSR) was adopted in 2013. We have included an optional task whereby De Novo would update the 2013 MSR for the City of Merced and Merced LAFCO in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act"; Government Code §56000 et seq.), which requires an MSR in conjunction with LAFCO's review and update of the SOI for each local agency every five years, or when an adjustment to the SOI is proposed. The MSR will include the following chapters:

- 1. Introduction
- 2. Sphere of Influence
- 3. Municipal Service Review
 - a. Police
 - b. Fire
 - c. Storm Drainage
 - d. Wastewater
 - e. Water
- 4. Municipal Service Review Determinations
- 5. Sphere of Influence Determinations

De Novo will utilize the 2013 MSR as a basis for the update. We will coordinate with LAFCO and the service providers in Merced to gather information needed to update the MSR and produce the written statement of determinations required under the CKH Act. It is noted that we do not intend to generate this data, or perform any engineering that could be needed for services or utilities, rather we will collect existing information and assemble it into the MSR.

This document will undergo several iterations of review and administrative approval by the City staff and LAFCO staff. De Novo will attend public meetings/hearings at the request of City and/or LAFCO staff.

Prepare Application for Annexation and SOI Expansion

This task includes time to prepare applications for submittal to LAFCo. We will have an initial meeting with LAFCo to discuss the application and the expectations for scope and deliverables.

(Note: It is noted that, while not anticipated, LAFCo may require a variety of other studies or documents not specifically listed in this optional task. This optional task is limited to the scope outlined above.)

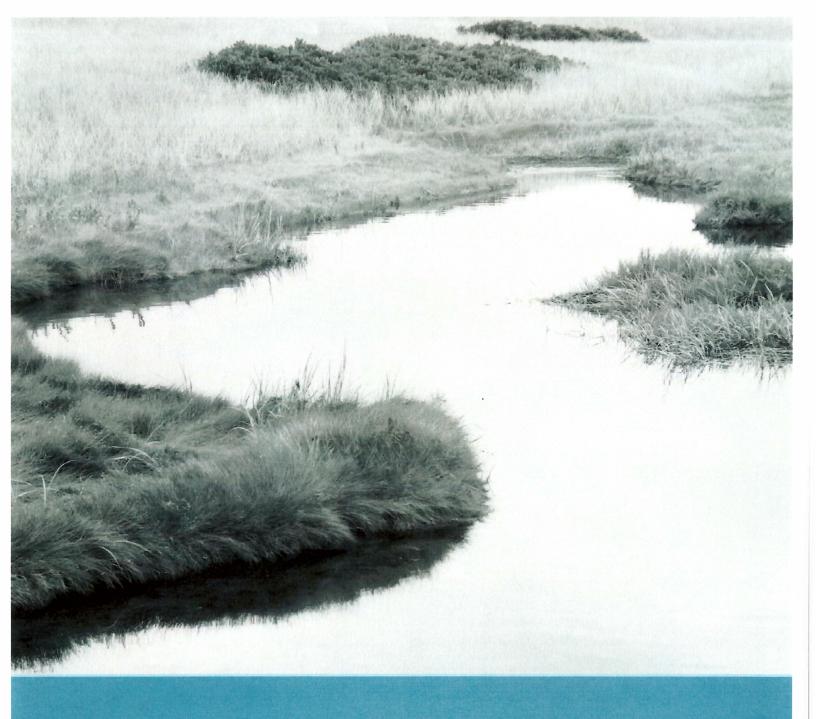
PROJECT SCHEDULE

Project Task	Time Period (days)	Start	Finish
Task A and B- Project Initiation and Project Description			
Notice to Proceed	67	1-May-24	1-May-24
Kickoff Call	3	1-May-24	4-May-24
Draft Project Description	7	4-May-24	11-May-24
Staff Administrative Review	14	11-May-24	25-May-24
Prepare Revised Project Description	2	25-May-24	27-May-24
Task C – NOP		145-4	
NOP	14	27-May-24	10-Jun-24
Staff Administrative Review	7	10-Jun-24	17-Jun-24
Complete Public NOP	5	17-Jun-24	22-Jun-24
Staff Screencheck Review	7	22-Jun-24	29-Jun-24
Statutory 30-day Public Review Period	30	29-Jun-24	29-Jul-24
Public Scoping Meeting	1	TBD	TBD
Task D and E – Tech Reports and Admin Draft EIR			
Biological Report	140	1-May-24	18-Sep-24
Cultural Report	75	1-May-24	15-Jul-24
Noise Report (Requires Traffic Data)	120	27-May-24	24-Sep-24
Traffic Report	120	27-May-24	24-Sep-24
Staff Administrative Review of Tech Report	14	24-Sep-24	8-Oct-24
Administrative Draft EIR	125	27-May-24	29-Sep-24
Staff Administrative Review of Draft EIR	14	29-Sep-24	13-Oct-24
Task F – Public Draft EIR/NOC			
Screen-check Draft EIR	21	13-Oct-24	3-Nov-24
Staff Screencheck Review of Draft EIR	14	3-Nov-24	17-Nov-24
Complete Public Draft EIR	14	17-Nov-24	1-Dec-24
Statutory 45-day Public Review Period	45	1-Dec-24	15-Jan-25
Task G – Admin Final EIR			
Complete Administrative Final EIR	21	15-Jan-25	5-Feb-25
Staff Administrative Review	14	5-Feb-25	19-Feb-25
Task H – Final EIR and MMRP			
Screen-check Final EIR and MMRP	7	19-Feb-25	26-Feb-25
Staff Screen check Review of Final EIR	14	26-Feb-25	12-Mar-25
Complete Final EIR and MMRP	2	26-Feb-25	28-Feb-25
Send Final EIR to all Commentors	2	28-Feb-25	2-Mar-25
Task I – Findings of Fact/Overriding Considerations			
Admin Findings / Overriding Considerations	7	2-Mar-25	9-Mar-25
Staff Review Findings / Overriding Considerations	7	9-Mar-25	16-Mar-25
Complete Findings / Overriding Considerations	7	16-Mar-25	23-Mar-25
Task J – Public Hearings for Draft EIR			
Public Hearing	10	23-Mar-25	2-Apr-25
Task K – Notice of Determination			
File NOD with SCH/County Clerk	5	2-Apr-25	7-Apr-25

		McMurtry	Erwin	Carroll	Smith	De Novo	Direct	1
	Task Description	Project Manager \$175	Prin. Planner \$175	Senior Planner \$130	Senior Planner \$130	Support/GIS \$105	Costs	Totals
	Project Initiation	1 51/5	\$175	\$130	\$130	\$105		
	Refine scope/schedule	6.0		· · · · · · · ·				6.0
	Conference Call w/ City re: communication, deliverables	1.0		1.0				2.0
A.3	Research and Collect background documents	1.0		3.0	1.0			5.0
	Subtotal	8.0	0.0	4.0	1.0	0.0		13.0
	Task A	\$ 1,400.00	\$ -	\$ 520.00	\$ 130.00	\$	\$ -	\$ 2,050.00
	Prepare Project Description	T 40		8.0		8.0		20.0
	Prepare Draft Project Description (for NOP and EIR) Revise PD per City comments	1.0		3.0		1.0		5.0
0.2	Subtotal	5.0	0.0	11.0	0.0	9.0		25.0
	Task B	\$ 875.00		\$ 1,430.00		\$ 945.00		\$ 3,250.00
	NOP		M					200
	Prepare Admin Draft NOP	4.0		6.0	18.0			28.0
	Prepare Final NOP	1.0		1.0	4.0	8.0		
C.3	Public scoping meeting (including prep time)	6.0		6.0			\$ 150.00	162.0
	Subtotal Task C	11.0	0.0	13.0 \$ 1.690.00	\$ 2,860.00	\$ 840.00		\$ 9,965.00
D	Additional Technical Studies	\$ 1,925.00	s -	\$ 1,690.00	\$ 2,860.00	\$ 840.00	\$ 2,650.00	\$ 9,965.00
	Biological Study (See Subconsultant Cost Below)	2.0	1	2.0				4.0
	Cultural Resources Study (See Subconsultant Cost Below)	2.0		2.0				4.0
	Noise Study (See Subconsultant Cost Below)	2.0		2.0				4.0
	Traffic Study (See Subconsultant Cost Below)	2.0		2.0				4.0
D.5	WSA (See Subconsultant Cost Below)	2.0	8	2,0				4.0
	Subtotal	10.0	0.0	10.0	0.0	0.0		20.0
_	Task D	\$ 1,750.00	\$ -	\$ 1,300.00	\$	\$	\$	\$ 3,050.00
	Prepare Administrative Draft EIR Cover/Table of Contents/Graphics/GIS	1.0		3.0			г —	4.0
	Executive Summary/Introduction	1.0		8.0			-	9.0
	Project Description (See Task B)	1.0		0.0				1.0
	Aestheics/Visual Resources	2.0		12.0				14.0
E.5	Agricultural Resources	2.0		12.0		2.0		16.0
E.6	Air Quality	2.0			35.0	1.0		38.0
	Biological Resources	32.0		4.0		2.0		38.0
	Cultural/Paleontological Resources	2.0	<u> </u>	6.0				8.0
	Energy	2.0			12.0 16.0	2.0		20.0
	Geology/Soils Greenhouse Gases and Climate Change	2.0			18.0	2.0	<u> </u>	20.0
	Hazards/Hazardous Materials	2.0			14.0	1.0		17.0
	Hydrology/Water Quality	2.0		12.0		2.0		16.0
	Land Use and Planning	2.0		18.0		2.0		22.0
	Mineral Resources	2.0		4.0				6.0
	Noise	2.0		6.0		1.0		9.0
	Population and Housing	2.0		18.0				20.0
	Public Services Transportation/Circulation	2.0		18.0 12.0		2.0		20.0
	Utilities and Services Systems	2.0		18.0		2.0		22.0
	Wildfire	2.0		8.0		1.0		11.0
	Cumulative Impacts	2.0	12.0					14.0
	Alternatives	2.0	32.0					34.0
	Other Mandated CEQA Sections	2.0	20.0					22.0
	Report Preparers and References					1.0		1.0
E.26	Document Preparation/Management	12.0	1.0	1.0	1.0	8.0	\$ 800.00	23.0
	Subtotal Task E	87.0	65.0 \$ 11.375.00	160.0	96.0 \$ 12,480.00	27.0 \$ 2,835.00	\$ 800.00	435.0 \$63,515
	Prepare Public Draft EIR/NOC	\$ 15,225.00	\$ 11,375.00	\$ 20,800.00	\$ 12,480.00	2,835.00	\$ 800.00	\$63,515
	Document Revisions	24.0	8.0	8.0	8.0	2.0	L	50.0
	Document Preparation/Management	6.0	1.0		1.0	12.0		21.0
	Subtotal	30.0	9.0		9.0			71.0
	Task F	\$ 5,250.00	\$ 1,575.00	\$ 1,170.00	\$ 1,170.00	\$ 1,470.00	\$ 5,000.00	\$15,635
	Public Hearings for Draft EIR						TA 45	
	Planning Commission Hearing	6.0					\$ 150.00	6.0
G.2	City Council Hearing	6.0	-				\$ 150.00	6.0 12.0
	Subtotal Task G	\$ 2,100.00	0.0	\$ -	0.0 \$	0.0	\$ 300.00	

Task	Task Description	McMurtry Project Manager \$175	Erwin Prin. Planner \$175	Carroll Senior Planner \$130	Smith Senior Planner \$130	De Novo Support/GIS \$105	Direct Costs	Totals
Н	Prepare Admin Final EIR			,===1,==1,				,,
H.1	Introduction	1.0	10.0					11.0
11.2	Overview of Comments Received	4.0	16.0					20.0
H.3	Response to Comments	24.0	16.0	16.0	16.0			72.0
H.4	Produce Admin. Final EIR	4.0				8.0	\$ 800.00	12.0
H.5	Document Preparation/Management	2.0	1.0	1.0	1.0	2.0		7.0
	Subtotal	35.0	43.0	17.0	17.0	10.0		122.0
	Task G	\$ 6,125.00	\$ 7,525.00	\$ 2,210.00	\$ 2,210.00	\$ 1,050.00	\$ 800.00	\$19,920
I	Prepare Final EIR and MMRP							
	Document Revisions	6.0	12.0					18.0
1.2	Document Preparation	4.0	1.0	1.0	1.0	12.0	\$ 4,000.00	19.0
1.3	MMRP	1.0	18.0			1.0		20.0
	Subtotal	10.0	13.0	1.0	1.0	12.0		37.0
	Task H	\$ 1,750.00	\$ 2,275.00	\$ 130.00	\$ 130.00	\$ 1,260.00	\$ 4,000.00	\$9,545
J	Findings/Overriding Considerations							
J.1	Prepare Admin. Findings/Overriding Considerations	6.0	18,0					24.0
J.2	Prepare Final Findings/Overriding Considerations	3.0						3.0
	Subtotal	9.0	18.0	0.0	0.0	0.0		27.0
	Task I	\$ 1,575.00	\$ 3,150.00	\$	\$ -	ļ\$ -	\$ -	\$ 4,725.00
K	Attendance at Hearings for Final EIR							
K.1	Planning Commission (2 hearings)	16.0					\$ 150.00	16.0
K.2	City Council (2 hearings)	16.0					\$ 150.00	16.0
	Subtotal	32.0	0.0	0.0	0.0	0.0		32.0
	Task J	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 5,900.00
L	Notice of Determination							
L.1	Prepare Notice of Determination	1.0				1		1.0
L.2	File with State Clearinghouse	1.0	T T				\$ 75.00	1.0
	Subtotal	2.0	0.0	0.0	0.0	0.0	1	2.0
	Task K	\$ 350.00	\$ -	\$ -	S -	\$ -	\$ 75.00	\$ 425.00
M	Administration/Project Management							
	Project Management/Coordination	24.0	8.0	8.0	8.0			48.0
M.2	Administration	10.0	8.0	8.0	8.0	4.0		38.0
	Subtotal	34.0	16.0	16.0	16.0	4.0		86.0
	Task L	\$ 5,950.00	\$ 2,800.00	\$ 2,080.00	\$ 2,080.00	\$ 420.00	\$	\$ 13,330.00
De N	ovo Project Subtotals							
	Project Subtotal Hours	285.	0 164.0	241.0	162.0	84.	D	93
	Project Subtotal Cost	\$ 49,875.00	\$ 28,700.00	\$ 31,330.00	\$ 21,060.00	\$ 8,820.00	\$ 13,925.00	\$ 153,710.00
Subc	onsultant Project Subtotals							
	LSA Associates (Biological Study)							\$47,600
	Peak and Associates (Cultural Study)							\$26,500
	Saxelby Acoustics (Noise Study)							\$12,000
	TJKM (Traffic)							\$72,800
	West Yost (Water Supply Assessment)							\$36,000
	Subconsultant Subtotal Cost							\$194,900
Total	Project Cost						The same of	\$348,610

Optional Task	
Assistance with SOI Expansion and Annexation (Municipal Services Review, SOI Plan, Applications)	\$65,000



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

EXHIBIT A--Page 35
ATTACHMENT 2--Page 45

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo is committed to practices that demonstrate sustainability and stewardship.

Our company provides a working environment that enables our team members to

make contributions to improving the environment in which we live.

Sacramento Area Office

1020 Suncast Lane, Suite 106 | El Dorado Hills, CA 95762 info@denovoplanning.com | TEL 916-580-9818 Southern California Office

180 East Main Street # 108 | Tustin, CA 92780 info@denovoplanning.com | TEL 714-453-7711

EXHIBIT A--Page 36
ATTACHMENT 2--Page 46