In-person participation by the public will be permitted. In addition, remote public participation is available in the following ways:

1. *Livestream online at www.atwater.org (Please be advised that there is a broadcasting delay. If you would like to participate in public comment, please use the option below).*
2. *Submit a written public comment prior to the meeting: Public comments submitted to cityclerk@atwater.org by 4:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.*

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

CITY OF ATWATER

City Council

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

August 12, 2024

REGULAR SESSION: (Council Chambers)

CALL TO ORDER: **6:00 PM**

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)
Ambriz ____, Button ___, Cale ____, Raymond ____, Nelson _____

SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AS AMENDED: (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

Staff's Recommendation: Motion to approve agenda as posted or as amended.

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If a Councilmember requests separate discussion on any item, that item will be removed from the Consent Calendar for separate action.

WARRANTS:

1. **a.) July 22, 2024**
   b.) August 12, 2024
   Staff's Recommendation: Approval of warrants as listed.

MINUTES: (Planning Commission)

2. **June 20, 2024 - Regular meeting**
   Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (City Council)

3. **a.) June 24, 2024 - Regular meeting**
   b.) July 11, 2024 - Special meeting
   Staff's Recommendation: Approval of minutes as listed.

AGREEMENTS:

4. **Approving a Purchase Order with Carbon Supply Inc. for GAC Exchange at Well 19** (Public Works Director)
   Staff's Recommendation: Approving a Purchase Agreement (Purchase Order) with Carbon Supply Inc. of Bell Gardens, California for GAC Exchange at Well 19, in an amount not to exceed $110,050; and authorizes and directs the City Manager to execute the Purchase Order on behalf of the City.

5. **Approving Amendment No. 3 to the Professional Service Agreement to DataPath Inc of Modesto, California for Augmented Managed Information Technology (IT) Support Services** (Public Works Director Vinson)
   Staff's Recommendation: Adoption of Resolution No. 3474-24,

Approving Amendment No. 3 to Professional Service Agreement, in a form approved by the City Attorney, to Data Path Inc of Modesto, California for Augmented Managed Information Technology Support Services; and authorizes and directs the City Manager to execute Amendment No. 3 on behalf of the City.

6. **Awarding a Cooperative Government Obligation Contract with Leasing 2 Inc. to Finance the Purchase of one (1) new Hydro-Excavator Vacuum Truck** (Public Works Director Vinson)

   Staff's Recommendation: Adoption of Resolution No. 3475-24 Awarding a Cooperative Government Obligation Contract with Leasing 2 Inc. in the amount of $734,232.41 to finance the purchase of one (1) new Hydro-Excavator Vacuum Truck and authorizing and directing the City Manager to execute the Contract and all related documents on behalf of the City.

RESOLUTIONS:

7. **Approving Adoption of California Public Employees' Retirement System (CalPERS) 457 Plan** (Human Resources Director Sousa)

   Staff's Recommendation: Adoption of Resolution 3476-24, Approving Adoption of a CalPERS 457 Plan; and Authorize and Direct the Human Resources Director to Execute the Agreement and Related Documents on Behalf of the City.

OTHER ACTIONABLE ITEMS:

8. **Approving Fee Waiver Requested by Bloss Memorial Healthcare District to use Atwater Community Center to Host a Senior Adult Information Day** (Public Works Director Vinson)

   Staff's Recommendation: Approval of a fee waiver requested by Bloss Memorial Healthcare Distrct to use the Atwater Community Center on Tuesday, September 17, 2024, from 9:00 AM to 1:00 PM; and authorizes and directs the City Manager, or designee, to execute any and all documents necessary to waive the facility rental fees associated with Bloss Memorial Healthcare District using the Atwater Community Center to host a Senior Adult Information Day.

END OF CONSENT CALENDAR

PUBLIC HEARINGS:

9. **Resolution adopting an Initial Study and Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) for the project; and approve a Tenative Pacel Map, General Plan Amendment, Variance and Site Plan for the property located on the Northwest corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004)** (City Manager Hoem)

   Staff's Recommendation: Open the public hearing and receive any testimony given; and

Close the public hearing; and

Motion to adopt Resolution No. 3477-24 adopting an Initial Study and Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) for residential, multi-family project; and approve a Tenative Pacel Map, General Plan Amendment, Variance and Site Plan, located on the Northwest corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004); or

Motion to approve staff's recommendation as presented.

10. **Waiving the first reading, by title only, and introducing an Ordinance approving Zone Change No. 23-19-0100 to change the zoning designation from Residential Estate (R-E) to High Density Residential (R-3) for the property located at the Northwest Corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004)** (City Manager Hoem)

Staff's Recommendation: Open the public hearing and receive any testimony given; and

Close the public hearing; and

Motion to waive the first reading, by title only, and introduce Ordinance No. CS 1068 approving Zone Change No. 23-19-0100 to change the zoning designation from Residential Estate (R-E) to High Density Residential (R-3) for the property located at the Northwest Corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004).

REPORTS AND PRESENTATIONS FROM STAFF:

11. **Approving an Agreement Between the City of Atwater and the County of Merced to Lease Space at the Merced County Emergency Operations Center for a Police 911 Communications Center** (Police Chief Salvador)

Staff's Recommendation: Motion to Adopt Resolution No. 3478-24 approving an agreement with the County of Merced to Lease Space at the Merced County Emergency Operations Center for a Police 911 Communications Center for $2,890.91 per month, and authorizes and directs the City Manager to execute the contract on behalf of the City; or

Motion to approve staff's recommendation as presented.

12. **Awarding a Cooperative Government Obligation Contract with Republic First National Corporation to Finance the Purchase of One (1) New Rosenbauer Commander Type I Fire Engine** (CAL Fire Battalion Chief Ayuso)

Staff's Recommendation: Motion to Adopt Resolution No. 3479-24 Awarding a Cooperative Government Obligation Contract with Republic First National Corporation in the amount of $994,22.74 to finance the purchase of one (1) new 2024 Rosenbauer Commander Type I Fire Engine and authorizing and directing the City Manager to

execute the Contract and all related documents on behalf of the City; or

Motion to approve staff's recommendation as presented.

CITY MANAGER REPORTS/UPDATES:

13. Update from the Office of the City Manager

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. Please limit comments to a maximum of three (3) minutes.

CITY COUNCIL REPORTS/UPDATES:

14. Letter Opposing Assembly Bill 2557 Proposing Changes to the Fundamental Work of Local Governments by Disincentivizing Contractors from Doing Business with Cities While Increasing Costs and Delays

Recommendation: Motion to authorize and direct Mayor Nelson to execute the letter of opposition on behalf of the City Council regarding Assembly Bill 2557 proposes sweeping changes to the fundamental work of local governments by disincentivizing contractors from doing business with cities while increasing costs and delays.

- **City Council Member Cale, District 1**
- **City Council Member Button, District 2**
- **City Council Member Ambriz, District 3**
- **Mayor Pro Tem Raymond, District 4**
- **Mayor Nelson**

ADJOURNMENT:

CERTIFICATION:

I, Kory J. Billings, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.

KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE
In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road, Atwater, California.

In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at (209) 357-6241. You may also send the request by email to cityclerk@atwater.org .

Unless otherwise noted, City Council actions include a determination that they are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), and therefore, that CEQA does not apply to such actions.

AUGUST 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12 City Council Meeting - 6:00 PM	13	14	15	16	17
18	19	20	21 Planning Commission Meeting - 6:00 PM	22 **Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM**	23	24
25	26 Audit & Finance Meeting - 4:30 PM City Council Meeting - 6:00 PM	27	28	29	30	31

SEPTEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2 LABOR DAY **City Holiday** **Trash pick up delayed - 1 day**	3	4	5	6	7
8	9 City Council Meeting - 6:00 PM	10 Citizens' Oversight Committee Meeting - 5:30 PM	11 National Day of Remembrance - Community Center 8:30AM	12	13	14
15	16	17	18 Planning Commission Meeting - 6:00 PM	19	20 Movies in the Park Kung Fu Panda 4 (Veterans Park)	21
22 FALL	23 Audit & Finance Meeting - 4:30 PM City Council Meeting - 6:00 PM	24	25	26 **Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM**	27	28
29	30					

Warrant Summary July 22, 2024

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

		Amount
7/22/2024 Warrant	$	3,223,148.21
Prewrittens (Checks Processed Between Warrants)	$	26,442.34
Total Accounts Payable Warrants:	**$**	**3,249,590.55**

Additional Warrants

Date	Description		Amount
7/12/2024	EPARS Employee 457 Plan (PNC Bank)	$	4,863.00
7/12/2024	Atwater Police Officers Association	$	2,907.58
7/12/2024	AFSCME District Council 57	$	1,033.20
7/12/2024	State Disbursement - Child Support	$	115.38
7/12/2024	PERS Retirement 6/20/24 - 7/3/24	$	62,632.83
7/11/2024	CalPERS - Annual Unfunded Accrued Liability	$	2,421,009.00
7/3/2024	PERS Health - July 2024	$	119,400.54
		$	-
		$	-
		$	-
Total Additional Warrants:		**$**	**2,611,961.53**

Payroll

Date	Description		Amount
7/11/2024	Net Payroll	$	206,902.11
7/12/2024	Federal Taxes	$	69,409.86
7/12/2024	State Taxes	$	8,737.99
Total Payroll:		**$**	**285,049.96**

Grant Total:	**$**	**6,146,602.04**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 7/19/2024 - 3:56 PM

City of Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	07/12/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		24,070.72
0	07/12/2024	General Fund	Deferred Compensation	PNC BANK		4,063.00
0	07/12/2024	General Fund	Deferred Compensation	PNC BANK		800.00
0	07/12/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,907.58
0	07/12/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,033.20
0	07/12/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,737.99
0	07/12/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,372.73
0	07/12/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,296.84
0	07/12/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,296.84
0	07/12/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,372.73
0	07/12/2024	General Fund	Pers Deduction	PERS-RETIREMENT		3,031.97
0	07/12/2024	General Fund	Pers Deduction	PERS-RETIREMENT		8,920.41
0	07/12/2024	General Fund	Pers Deduction	PERS-RETIREMENT		1,021.64
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,342.80
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,272.75
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,729.58
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		18,201.45
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	07/12/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,185.11
0	07/12/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
				Check Total:		149,699.84
0	07/11/2024	Sewer Enterprise Fund	Prepaid PERS Expense	PERS-RETIREMENT		204,481.00
0	07/11/2024	Internal Service Fund	Prepaid PERS Expense	PERS-RETIREMENT		41,855.00
0	07/11/2024	Public Safety Trans & Use Tax	Prepaid PERS Expense	PERS-RETIREMENT		320,293.00
0	07/11/2024	Abandoned Veh Abatement Fund	Prepaid PERS Expense	PERS-RETIREMENT		3,677.00
0	07/11/2024	Gas Tax/Street Improvement	Prepaid PERS Expense	PERS-RETIREMENT		63,416.00
0	07/11/2024	Information Technology Fund	Prepaid PERS Expense	PERS-RETIREMENT		14,389.00
0	07/11/2024	General Fund	Prepaid PERS Expense	PERS-RETIREMENT		1,529,515.00
0	07/11/2024	CFD Districts	Prepaid PERS Expense	PERS-RETIREMENT		136,098.00
0	07/11/2024	Water Enterprise Fund	Prepaid PERS Expense	PERS-RETIREMENT		107,285.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		2,421,009.00

Accounts Payable

Checks for Approval

Prewrittens

User: jmurillo
Printed: 7/19/2024 - 3:42 PM

City of Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25714	07/11/2024	Internal Service Fund	Improvements Other Than Bldg	ELITE IRON FENCING		16,870.00
				Check Total:		16,870.00
25715	07/11/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		91.14
25715	07/11/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		72.35
25715	07/11/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		91.14
25715	07/11/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		4,895.71
				Check Total:		5,150.34
25716	07/12/2024	Water Enterprise Fund	Special Departmental Expense	OLD HICKORY SHEDS LLC		4,304.34
				Check Total:		4,304.34
25717	07/12/2024	General Fund	Garnishments	EMPLOYMENT DEVELOPMENT DEPARTMENT		17.66
				Check Total:		17.66
25718	07/12/2024	General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
				Report Total:		26,442.34

Accounts Payable

Checks by Date - Detail by Check Date

User: jmurillo
Printed: 7/19/2024 3:47 PM

City of Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	CHA999	CHASE	07/22/2024	
	07042024	O'Reilly Auto Parts		19.56
	07042024	Food4Less		541.53
	07042024	JamF		324.00
	07042024	Paperform		480.00
	07042024	FAA		5.00
	07042024	CSMFO		20.00
	7042024	Exxon		34.44
	7042024	Target		12.98
	7042024	Walmart		22.89
	7042024	Target		77.17
	7042024	Chevron		93.00
	7042024	Home Depot		97.38
	7042024	Lowes		21.63
	7042024	Shell		65.47
	7042024	Walmart		26.80
	7042024	Shell		70.00
	7042024	Brooks Ranch		35.45
	7042024	Vdara Hotel		192.86
	7042024	Walgreens		4.88
	7042024	Electrify America		10.00
	7042024	CMRTA		40.00
	7042024	Adorama		8.69
	7042024	In-Shape		30.00
	7042024	Walmart		6.02
	7042024	89 Cents Plus		13.00
	7042024	Electrify America		20.00
	7042024	Electrify America		10.00
	7042024	Savemart		108.23
	7042024	Tary Boscolo's Pizzeria		50.34
	7042024	Crown Awards		199.76
	7042024	Costco		43.28
	7042024	Clovis Cleaners		79.75
	7042024	Electrify America		10.00
	7042024	Target		43.48
	7042024	Target		19.16
	7042024	CalPelra		1,175.00
	7042024	Mister		22.00
	7042024	Shell		40.21
	7042024	Home Depot		19.18
	7042024	League of California Cities		650.00
	7042024	Hampton Inn		183.45
	7042024	Work World		86.55
	7042024	Lowes		33.02
	7042024	The UPS Store		107.59
	7042024	Lowes		21.54
	7042024	Diversified		738.00
	7042024	Lowes		21.63
	7042024	Tractor Supply Co.		1,950.21

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
	7042024	Merced County Recorder		52.50
	7042024	Shell		60.00
	7042024	Shell		94.64
	7042024	Black Bear Diner		41.11
	7042024	National Association of School Resource Officer		550.00
	7042024	Target		9.78
	7042024	USPS		200.79
	7042024	Springbrook		895.00
	7042024	SmartSign		319.45
	7042024	Electrify America		22.84
	7042024	Merced Mall Car Wash		55.99
	7042024	CTC-VIS		803.32
	7042024	J&J Ramos Farms		14.94
	7042024	Electrify America		25.81
	7042024	Shell		60.00
			Total for this ACH Check for Vendor CHA999:	11,091.30
			Total for 7/22/2024:	11,091.30
			Report Total (1 checks):	11,091.30

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 7/19/2024 - 3:45 PM

City of Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	07/22/2024	General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		566.92
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		20.00
0	07/22/2024	General Fund	Training	CHASE		5.00
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		541.53
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		19.56
0	07/22/2024	Information Technology Fund	Special Departmental Expense	CHASE		324.00
0	07/22/2024	Information Technology Fund	Memberships & Subscriptions	CHASE		480.00
0	07/22/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,255.35
0	07/22/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,255.35
0	07/22/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,255.34
0	07/22/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		536.31
0	07/22/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		536.31
0	07/22/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		536.30
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		41.11
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		35.45
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		19.16
0	07/22/2024	General Fund	Training	CHASE		550.00
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		1,950.21
0	07/22/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	CHASE		52.50
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		4.88
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		650.00
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		55.99
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		895.00
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		192.86
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		40.00
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		50.34
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		13.00
0	07/22/2024	General Fund	Travel/Conferences/Meetings	CHASE		1,175.00
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		14.94
0	07/22/2024	General Fund	Professional Services	CHASE		30.00
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		12.98
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		107.59
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		738.00
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		77.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		21.63
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		9.78
0	07/22/2024	General Fund	Uniform & Clothing Expense	CHASE		79.75
0	07/22/2024	General Fund	Professional Services	CHASE		319.45
0	07/22/2024	General Fund	Training	CHASE		183.45
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		22.00
0	07/22/2024	General Fund	Office Supplies	CHASE		200.79
0	07/22/2024	General Fund	Special Departmental Expense	CHASE		33.02
0	07/22/2024	General Fund	Youth Indoor Soccer	CHASE		199.76
0	07/22/2024	Public Safety Trans & Use Tax	Machinery & Equipment	CHASE		8.69
0	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	CHASE		26.80
0	07/22/2024	Water Enterprise Fund	Special Departmental Expense	CHASE		108.23
0	07/22/2024	Water Enterprise Fund	Special Departmental Expense	CHASE		97.38
0	07/22/2024	Water Enterprise Fund	Uniform & Clothing Expense	CHASE		86.55
0	07/22/2024	Internal Service Fund	Special Departmental Expense	CHASE		6.02
0	07/22/2024	Internal Service Fund	Special Departmental Expense	CHASE		19.18
0	07/22/2024	Internal Service Fund	Special Departmental Expense	CHASE		21.54
0	07/22/2024	Internal Service Fund	Special Departmental Expense	CHASE		22.89
0	07/22/2024	Internal Service Fund	Special Departmental Expense	CHASE		43.28
0	07/22/2024	Internal Service Fund	Small Tools	CHASE		21.63
0	07/22/2024	Internal Service Fund	Professional Services	CHASE		803.32
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		22.84
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		20.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		94.64
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		65.47
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		60.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		40.21
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		93.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		25.81
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		60.00
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		34.44
0	07/22/2024	Internal Service Fund	Operations & Maintenance	CHASE		70.00
0	07/22/2024	Information Technology Fund	Special Departmental Expense	CHASE		43.48
0	07/22/2024	Risk Management Fund	Worker's Compensation	CENTRAL SAN JOAQUIN VALLEY RMA		166,338.00
0	07/22/2024	Risk Management Fund	General Administration-Ins	CENTRAL SAN JOAQUIN VALLEY RMA		7,656.00
0	07/22/2024	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		73,038.00
0	07/22/2024	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		727,427.00
0	07/22/2024	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		62,031.00
0	07/22/2024	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		1,581.00
0	07/22/2024	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		135,689.00
0	07/22/2024	Risk Management Fund	Employee Assistance Program	CENTRAL SAN JOAQUIN VALLEY RMA		2,503.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		1,196,296.18
25719	07/22/2024	General Fund	Professional Services	AG TOWING AND TRANSPORT		270.00
				Check Total:		270.00
25720	07/22/2024	General Fund	Special Departmental Expense	AIRGAS USA, LLC		118.01
25720	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	AIRGAS USA, LLC		765.48
				Check Total:		883.49
25721	07/22/2024	General Fund	Office Supplies	ALLIED WEST PRINTING		270.57
				Check Total:		270.57
25722	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		67,753.20
25722	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		67,753.20
25722	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		91,117.71
				Check Total:		226,624.11
25723	07/22/2024	General Fund	Communications	AT&T		219.35
				Check Total:		219.35
25724	07/22/2024	General Fund	Communications	AT&T CALNET		286.21
25724	07/22/2024	General Fund	Communications	AT&T CALNET		160.71
25724	07/22/2024	Water Enterprise Fund	Communications	AT&T CALNET		325.26
25724	07/22/2024	Sewer Enterprise Fund	Communications	AT&T CALNET		503.64
25724	07/22/2024	Internal Service Fund	Communications	AT&T CALNET		590.00
				Check Total:		1,865.82
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		372.84
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		280.38
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		820.98
25725	07/22/2024	Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.10
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		80.48
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		885.28
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		709.28
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		130.34
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		161.95
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		210.27
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		90.10
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		130.34
25725	07/22/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.05
25725	07/22/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		130.34
25725	07/22/2024	Internal Service Fund	Communications	AT&T MOBILITY		45.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25725	07/22/2024	Information Technology Fund	Communications	AT&T MOBILITY		45.05
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		43.94
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		43.94
25725	07/22/2024	General Fund	Communications	AT&T MOBILITY		87.88
25725	07/22/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.64
25725	07/22/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		527.28
25725	07/22/2024	Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.34
25725	07/22/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.94
25725	07/22/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.94
25725	07/22/2024	Information Technology Fund	Communications	AT&T MOBILITY		124.59
				Check Total:		5,890.32
25726	07/22/2024	Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		260.00
25726	07/22/2024	Sewer Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		325.00
				Check Total:		585.00
25727	07/22/2024	Internal Service Fund	Operations & Maintenance	ATWATER TINT		215.00
25727	07/22/2024	Internal Service Fund	Operations & Maintenance	ATWATER TINT		140.00
25727	07/22/2024	Internal Service Fund	Operations & Maintenance	ATWATER TINT		320.00
				Check Total:		675.00
25728	07/22/2024	General Fund	Professional Services	ATWATER VETERINARY CENTER		168.50
				Check Total:		168.50
25729	07/22/2024	General Fund	Field Deposits	MARIA AZEVEDO		210.00
				Check Total:		210.00
25730	07/22/2024	Water Enterprise Fund	Special Departmental Expense	BACKFLOW APPARATUS & VALVE CO.		984.51
				Check Total:		984.51
25731	07/22/2024	General Fund	Professional Services	BADAWI & ASSOCIATES		20,438.00
				Check Total:		20,438.00
25732	07/22/2024	General Fund	Community Center Rental	DANA BAUTISTA		100.00
				Check Total:		100.00
25733	07/22/2024	General Fund	Field Deposits	JODY BEARD		210.00
25733	07/22/2024	General Fund	Field Rentals	JODY BEARD		70.00
				Check Total:		280.00
25734	07/22/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		1,000.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25734	07/22/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		1,674.12
25734	07/22/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		2,563.79
25734	07/22/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		4,003.39
25734	07/22/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		437.36
				Check Total:		9,679.50
25735	07/22/2024	General Fund	Professional Services	BEST BEST & KRIEGER		40,085.26
25735	07/22/2024	Risk Management Fund	Professional Services	BEST BEST & KRIEGER		1,539.00
				Check Total:		41,624.26
25736	07/22/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		2.00
25736	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		8.72
25736	07/22/2024	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.13
25736	07/22/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		95.84
25736	07/22/2024	Internal Service Fund	Small Tools	BIG CREEK LUMBER COMPANY		6.45
25736	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.84
25736	07/22/2024	Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		44.59
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		14.52
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		13.82
25736	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.44
25736	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.44
25736	07/22/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.56
25736	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		5.12
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.59
25736	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.06
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		78.52
25736	07/22/2024	Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		38.78
25736	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.18
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		18.88
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		21.32
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		7.53
25736	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		8.41
25736	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		5.97
25736	07/22/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		49.78
25736	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-34.44
25736	07/22/2024	Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		54.28
25736	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.16
25736	07/22/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		16.48
				Check Total:		703.65
25737	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	BOGIES PUMP SYSTEMS		466.50
25737	07/22/2024	Sewer Enterprise Fund	Professional Services	BOGIES PUMP SYSTEMS		895.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		1,361.50
25738	07/22/2024	Water Enterprise Fund	Accounts Payable	MICHAEL BOLES		78.56
				Check Total:		78.56
25739	07/22/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		786.69
25739	07/22/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		216.32
				Check Total:		1,003.01
25740	07/22/2024	Water Enterprise Fund	Accounts Payable	BRECKENRIDGE PROPERTY FUND 2016 LLC		10.90
25740	07/22/2024	Sewer Enterprise Fund	Accounts Payable	BRECKENRIDGE PROPERTY FUND 2016 LLC		11.46
25740	07/22/2024	Sanitation Enterprise Fund	Accounts Payable	BRECKENRIDGE PROPERTY FUND 2016 LLC		6.42
				Check Total:		28.78
25741	07/22/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		204.00
25741	07/22/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
25741	07/22/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
25741	07/22/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
				Check Total:		2,415.84
25742	07/22/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		36.07
25742	07/22/2024	General Fund	Professional Services	CAL FARM SERVICES		80.00
25742	07/22/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		166.84
25742	07/22/2024	General Fund	Professional Services	CAL FARM SERVICES		80.00
				Check Total:		362.91
25743	07/22/2024	General Fund	Professional Services	CDCE, INC.		10,770.00
				Check Total:		10,770.00
25744	07/22/2024	General Fund	Various Classes	DIANA CHAVEZ		25.00
				Check Total:		25.00
25745	07/22/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
25745	07/22/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
25745	07/22/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
25745	07/22/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
25745	07/22/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
25745	07/22/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
25745	07/22/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.55
				Check Total:		297.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25746	07/22/2024	General Fund	Training	CITY OF FRESNO		593.00
25746	07/22/2024	General Fund	Training	CITY OF FRESNO		593.00
25746	07/22/2024	General Fund	Training	CITY OF FRESNO		593.00
					Check Total:	1,779.00
25747	07/22/2024	General Fund	Professional Services	CIVICPLUS LLC		3,585.79
25747	07/22/2024	Information Technology Fund	Memberships & Subscriptions	CIVICPLUS LLC		10,500.00
					Check Total:	14,085.79
25748	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		3,852.08
25748	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		313.93
					Check Total:	4,166.01
25749	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	CVCWA		3,350.00
					Check Total:	3,350.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25750	07/22/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
					Check Total:	320.00
25751	07/22/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		830.00
25751	07/22/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,831.00
25751	07/22/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,617.50
25751	07/22/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
25751	07/22/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,460.00
					Check Total:	8,827.50
25752	07/22/2024	General Fund	Various Recreation Classes	MARY ANN DAVIS		364.00
					Check Total:	364.00
25753	07/22/2024	General Fund	Professional Services	DEPT. OF JUSTICE		94.00
					Check Total:	94.00
25754	07/22/2024	ARPA-American Rescue Plan Act	Project Retention	DGN BUILD INC		-20,874.95
25754	07/22/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	DGN BUILD INC		417,499.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		396,624.05
25755	07/22/2024	Internal Service Fund	Operations & Maintenance	DON'S MOBILE GLASS		65.00
				Check Total:		65.00
25756	07/22/2024	General Fund	Castle Park Deposits	TONY DURAN		200.00
				Check Total:		200.00
25757	07/22/2024	Internal Service Fund	Special Departmental Expense	ELITE IRON FENCING		1,495.00
				Check Total:		1,495.00
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		54.11
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		138.54
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		290.07
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		40.05
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		547.81
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		311.73
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		41.11
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		297.41
25758	07/22/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		323.39
				Check Total:		2,044.22
25759	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		503.29
25759	07/22/2024	General Fund	Men's Summer Softball	EWING IRRIGATION PRODUCTS INC.		89.79
25759	07/22/2024	Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		70.80
				Check Total:		663.88
25760	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		675.66
25760	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		632.15
25760	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		158.04
				Check Total:		1,465.85
25761	07/22/2024	Internal Service Fund	Operations & Maintenance	FORD PRO		719.58
				Check Total:		719.58
25762	07/22/2024	General Fund	Professional Services	FOSTER'S PUMPS, INC.		1,017.50
25762	07/22/2024	General Fund	Machinery & Equipment	FOSTER'S PUMPS, INC.		5,457.95
				Check Total:		6,475.45
25763	07/22/2024	Internal Service Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		189.43

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		189.43
25764	07/22/2024	Sanitation Enterprise Fund	Accounts Payable	NOHEMI GOMEZ DE GOMEZ		41.19
				Check Total:		41.19
25765	07/22/2024	Water Enterprise Fund	Accounts Payable	DUSTIN GRABER WALKER		248.49
				Check Total:		248.49
25766	07/22/2024	Water Enterprise Fund	Special Departmental Expense	GRAINGER		47.53
				Check Total:		47.53
25767	07/22/2024	General Fund	Professional Services	HDL COREN & CONE		1,125.00
				Check Total:		1,125.00
25768	07/22/2024	General Fund	Professional Services	HINDERLITER, DE LLAMAS & ASSOCIATES		10,000.00
				Check Total:		10,000.00
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		1,242.01
25769	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		234.11
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		5.92
25769	07/22/2024	Internal Service Fund	Special Departmental Expense	HORIZON		911.59
25769	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		93.68
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		953.83
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		231.87
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		157.28
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		169.88
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		61.76
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		173.16
25769	07/22/2024	General Fund	Special Departmental Expense	HORIZON		147.24
				Check Total:		4,382.33
25770	07/22/2024	Water Enterprise Fund	Accounts Payable	JESSICA HOWETH		135.76
				Check Total:		135.76
25771	07/22/2024	Water Enterprise Fund	Accounts Payable	DARREN HUGHES		23.02
25771	07/22/2024	Sanitation Enterprise Fund	Accounts Payable	DARREN HUGHES		0.33
				Check Total:		23.35
25772	07/22/2024	Public Safety Trans & Use Tax	Reserve Fire Fighter Program	INSIDELINES GRAPHIX INC.		1,061.93
				Check Total:		1,061.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25773	07/22/2024	Water Enterprise Fund	Accounts Payable	JAMES JOHNS		60.46
					Check Total:	60.46
25774	07/22/2024	Water Enterprise Fund	Accounts Payable	AMANDA KANAWYER		198.12
					Check Total:	198.12
25775	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		97.10
					Check Total:	97.10
25776	07/22/2024	General Fund	Accounts Payable	WILLIAM LAWRENCE		2.00
25776	07/22/2024	Water Enterprise Fund	Accounts Payable	WILLIAM LAWRENCE		168.29
25776	07/22/2024	Sewer Enterprise Fund	Accounts Payable	WILLIAM LAWRENCE		27.49
25776	07/22/2024	Sanitation Enterprise Fund	Accounts Payable	WILLIAM LAWRENCE		14.42
					Check Total:	212.20
25777	07/22/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		269.82
					Check Total:	269.82
25778	07/22/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		10.25
25778	07/22/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
25778	07/22/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
					Check Total:	1,930.25
25779	07/22/2024	General Fund	Professional Services	LIEBERT CASSIDY WHITMORE		4,520.00
					Check Total:	4,520.00
25780	07/22/2024	Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		4,131.78
					Check Total:	4,131.78
25781	07/22/2024	General Fund	Castle Park Deposits	VIVIAN MCADAMS CHANDLER		200.00
25781	07/22/2024	General Fund	Castle Park Rental	VIVIAN MCADAMS CHANDLER		-75.00
					Check Total:	125.00
25782	07/22/2024	Internal Service Fund	Professional Services	MCAULEY MOTORS		3,282.50
25782	07/22/2024	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		2,674.00
					Check Total:	5,956.50
25783	07/22/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		200.08
25783	07/22/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		244.72
25783	07/22/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		200.08
25783	07/22/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		185.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25783	07/22/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		127.54
25783	07/22/2024	Northwood Village LD	Printing & Advertising	MCCLATCHY COMPANY LLC		6.15
25783	07/22/2024	Northwood Village LD	Printing & Advertising	MCCLATCHY COMPANY LLC		8.30
25783	07/22/2024	Orchard Park Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		6.91
25783	07/22/2024	Orchard Park Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		5.13
25783	07/22/2024	Wildwood Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		2.52
25783	07/22/2024	Wildwood Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.87
25783	07/22/2024	Woodview Garland LA	Printing & Advertising	MCCLATCHY COMPANY LLC		1.53
25783	07/22/2024	Woodview Garland LA	Printing & Advertising	MCCLATCHY COMPANY LLC		1.14
25783	07/22/2024	Shaffer Lakes West LD	Printing & Advertising	MCCLATCHY COMPANY LLC		3.70
25783	07/22/2024	Shaffer Lakes West LD	Printing & Advertising	MCCLATCHY COMPANY LLC		2.75
25783	07/22/2024	Woodhaven LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.68
25783	07/22/2024	Woodhaven LD	Printing & Advertising	MCCLATCHY COMPANY LLC		2.27
25783	07/22/2024	Sierra Parks LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.28
25783	07/22/2024	Sierra Parks LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.73
25783	07/22/2024	Shaffer Lakes East LD	Printing & Advertising	MCCLATCHY COMPANY LLC		11.46
25783	07/22/2024	Shaffer Lakes East LD	Printing & Advertising	MCCLATCHY COMPANY LLC		15.46
25783	07/22/2024	Price Annexation LD	Printing & Advertising	MCCLATCHY COMPANY LLC		46.67
25783	07/22/2024	Price Annexation LD	Printing & Advertising	MCCLATCHY COMPANY LLC		34.60
25783	07/22/2024	Price Annexation LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		46.62
25783	07/22/2024	Price Annexation LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		34.56
25783	07/22/2024	Sandlewood Square LD	Printing & Advertising	MCCLATCHY COMPANY LLC		3.84
25783	07/22/2024	Sandlewood Square LD	Printing & Advertising	MCCLATCHY COMPANY LLC		5.19
25783	07/22/2024	Sandlewood Square LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		5.19
25783	07/22/2024	Sandlewood Square LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		3.84
25783	07/22/2024	Pajaro Dunes LD	Printing & Advertising	MCCLATCHY COMPANY LLC		2.12
25783	07/22/2024	Pajaro Dunes LD	Printing & Advertising	MCCLATCHY COMPANY LLC		2.86
25783	07/22/2024	Pajaro Dunes LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		2.12
25783	07/22/2024	Pajaro Dunes LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		2.86
25783	07/22/2024	Redwood Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		4.28
25783	07/22/2024	Redwood Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		5.78
25783	07/22/2024	Redwood Estates LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		3.92
25783	07/22/2024	Redwood Estates LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		5.28
25783	07/22/2024	Cottage Gardens LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.69
25783	07/22/2024	Cottage Gardens LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.51
25783	07/22/2024	Cottage Gardens ST & LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		0.69
25783	07/22/2024	Cottage Gardens ST & LMA	Printing & Advertising	MCCLATCHY COMPANY LLC		0.51
25783	07/22/2024	Airport Business Park LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.89
25783	07/22/2024	Airport Business Park LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.66
25783	07/22/2024	Silva Ranch LD	Printing & Advertising	MCCLATCHY COMPANY LLC		5.49
25783	07/22/2024	Silva Ranch LD	Printing & Advertising	MCCLATCHY COMPANY LLC		7.41
25783	07/22/2024	Silva Ranch LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		7.41
25783	07/22/2024	Silva Ranch LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		5.49
25783	07/22/2024	Mello Ranch LD	Printing & Advertising	MCCLATCHY COMPANY LLC		5.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25783	07/22/2024	Mello Ranch LD	Printing & Advertising	MCCLATCHY COMPANY LLC		7.46
25783	07/22/2024	Mello Ranch LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		5.53
25783	07/22/2024	Mello Ranch LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		7.46
25783	07/22/2024	Camellia Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.39
25783	07/22/2024	Camellia Estates LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.88
25783	07/22/2024	Juniper Meadows LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.25
25783	07/22/2024	Juniper Meadows LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.18
25783	07/22/2024	Juniper Meadows LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		0.18
25783	07/22/2024	Juniper Meadows LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		0.25
25783	07/22/2024	Camellia Meadows LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.14
25783	07/22/2024	Camellia Meadows LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.53
25783	07/22/2024	Camellia Meadows LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		1.53
25783	07/22/2024	Camellia Meadows LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		1.14
25783	07/22/2024	Stone Creek LD	Printing & Advertising	MCCLATCHY COMPANY LLC		6.85
25783	07/22/2024	Stone Creek LD	Printing & Advertising	MCCLATCHY COMPANY LLC		9.24
25783	07/22/2024	Stone Creek LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		9.24
25783	07/22/2024	Stone Creek LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		6.85
25783	07/22/2024	America West LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.64
25783	07/22/2024	America West LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.48
25783	07/22/2024	America West LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		0.48
25783	07/22/2024	America West LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		0.64
25783	07/22/2024	Bell Crossing LD	Printing & Advertising	MCCLATCHY COMPANY LLC		9.29
25783	07/22/2024	Bell Crossing LD	Printing & Advertising	MCCLATCHY COMPANY LLC		6.88
25783	07/22/2024	Bell Crossing LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		9.29
25783	07/22/2024	Bell Crossing LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		6.88
25783	07/22/2024	Atwater South LD	Printing & Advertising	MCCLATCHY COMPANY LLC		5.53
25783	07/22/2024	Atwater South LD	Printing & Advertising	MCCLATCHY COMPANY LLC		7.46
25783	07/22/2024	Atwater South LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		5.53
25783	07/22/2024	Atwater South LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		7.46
25783	07/22/2024	Beluga Court LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.18
25783	07/22/2024	Beluga Court LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.25
25783	07/22/2024	Mello Ranch 2 LD	Printing & Advertising	MCCLATCHY COMPANY LLC		6.42
25783	07/22/2024	Mello Ranch 2 LD	Printing & Advertising	MCCLATCHY COMPANY LLC		4.76
25783	07/22/2024	Mello Ranch 2 LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		6.42
25783	07/22/2024	Mello Ranch 2 LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		4.76
25783	07/22/2024	Meadow View LD	Printing & Advertising	MCCLATCHY COMPANY LLC		4.69
25783	07/22/2024	Meadow View LD	Printing & Advertising	MCCLATCHY COMPANY LLC		6.32
25783	07/22/2024	Meadow View LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		4.69
25783	07/22/2024	Meadow View LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		6.32
25783	07/22/2024	Aspenwood LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.39
25783	07/22/2024	Aspenwood LD	Printing & Advertising	MCCLATCHY COMPANY LLC		1.88
25783	07/22/2024	Aspenwood Lndscp	Printing & Advertising	MCCLATCHY COMPANY LLC		1.88
25783	07/22/2024	Aspenwood Lndscp	Printing & Advertising	MCCLATCHY COMPANY LLC		1.39
25783	07/22/2024	Applegate Ranch LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25783	07/22/2024	Applegate Ranch LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.69
25783	07/22/2024	Applegate Ranch Lndscp	Printing & Advertising	MCCLATCHY COMPANY LLC		0.69
25783	07/22/2024	Applegate Ranch Lndscp	Printing & Advertising	MCCLATCHY COMPANY LLC		0.51
25783	07/22/2024	Reserve LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.99
25783	07/22/2024	Reserve LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.73
25783	07/22/2024	Reserve Lndscp	Printing & Advertising	MCCLATCHY COMPANY LLC		0.99
25783	07/22/2024	Reserve Lndscp	Printing & Advertising	MCCLATCHY COMPANY LLC		0.73
25783	07/22/2024	Simon Annexation LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.12
25783	07/22/2024	Simon Annexation LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.16
25783	07/22/2024	Simon Annexation LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		0.16
25783	07/22/2024	Simon Annexation LNDSCP	Printing & Advertising	MCCLATCHY COMPANY LLC		0.12
25783	07/22/2024	Juniper Meadows 2 LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.45
25783	07/22/2024	Juniper Meadows 2 LD	Printing & Advertising	MCCLATCHY COMPANY LLC		0.57
25783	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	MCCLATCHY COMPANY LLC		573.94
				Check Total:		2,031.92
25784	07/22/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		448.00
25784	07/22/2024	General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		420.00
				Check Total:		868.00
25785	07/22/2024	General Fund	Professional Services	MERCED COUNTY ANIMAL CONTROL		6,205.00
				Check Total:		6,205.00
25786	07/22/2024	General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,220.92
25786	07/22/2024	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		960.67
25786	07/22/2024	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		216.86
25786	07/22/2024	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		116.96
25786	07/22/2024	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		508.60
25786	07/22/2024	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		59.77
25786	07/22/2024	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		72.28
25786	07/22/2024	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		36.14
25786	07/22/2024	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		72.28
25786	07/22/2024	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		328.81
25786	07/22/2024	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.92
25786	07/22/2024	America West LD	Utilities	MERCED IRRIGATION DISTRICT		160.25
25786	07/22/2024	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		355.47
25786	07/22/2024	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.92
25786	07/22/2024	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		445.96
25786	07/22/2024	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		685.39
25786	07/22/2024	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		593.30
25786	07/22/2024	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		258.06
25786	07/22/2024	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		373.75
25786	07/22/2024	Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25786	07/22/2024	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		395.54
25786	07/22/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		666.28
25786	07/22/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,839.39
				Check Total:		13,426.44
25787	07/22/2024	Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-1,320.44
25787	07/22/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-19,503.54
25787	07/22/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-19,187.41
25787	07/22/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,358.66
25787	07/22/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,223.17
25787	07/22/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		278,621.99
25787	07/22/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		31,746.29
25787	07/22/2024	Sanitation Enterprise Fund	Special Departmental Expense	MID-VALLEY DISPOSAL LLC		16,490.00
				Check Total:		270,265.06
25788	07/22/2024	General Fund Capital	Project Retention	MINAGAR & ASSOCIATES INC		4,333.50
25788	07/22/2024	Measure V Fund	Project Retention	MINAGAR & ASSOCIATES INC		561.45
				Check Total:		4,894.95
25789	07/22/2024	Water Enterprise Fund	Accounts Payable	RUBER MITCHELL		19.29
25789	07/22/2024	Sewer Enterprise Fund	Accounts Payable	RUBER MITCHELL		22.90
25789	07/22/2024	Sanitation Enterprise Fund	Accounts Payable	RUBER MITCHELL		12.95
				Check Total:		55.14
25790	07/22/2024	Public Safety Trans & Use Tax	Machinery & Equipment	MONTROSE CHRYSLER DODGE JEEP RAM		56,100.00
				Check Total:		56,100.00
25791	07/22/2024	General Fund	Communications	MOTOROLA SOLUTIONS INC		300.00
				Check Total:		300.00
25792	07/22/2024	General Fund	Professional Services	MUNISERVICES LLC		3,671.64
				Check Total:		3,671.64
25793	07/22/2024	General Fund	Special Departmental Expense	NAPA AUTO PARTS		11.77
25793	07/22/2024	General Fund	Special Departmental Expense	NAPA AUTO PARTS		31.37
25793	07/22/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		13.77
25793	07/22/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		198.00
25793	07/22/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		10.24
				Check Total:		265.15
25794	07/22/2024	Water Enterprise Fund	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38
25794	07/22/2024	Sewer Enterprise Fund	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25794	07/22/2024	Water Enterprise Fund	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38
25794	07/22/2024	Gas Tax/Street Improvement	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38
25794	07/22/2024	Sewer Enterprise Fund	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38
25794	07/22/2024	Water Enterprise Fund	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38
				Check Total:		317,510.28
25795	07/22/2024	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,503.49
				Check Total:		2,503.49
25796	07/22/2024	Water Enterprise Fund	Accounts Payable	CLARENCE NEWLYN		9.65
25796	07/22/2024	Sewer Enterprise Fund	Accounts Payable	CLARENCE NEWLYN		11.46
25796	07/22/2024	Sanitation Enterprise Fund	Accounts Payable	CLARENCE NEWLYN		5.78
				Check Total:		26.89
25797	07/22/2024	Internal Service Fund	Professional Services	NVB EQUIPMENT INC		861.20
25797	07/22/2024	Internal Service Fund	Operations & Maintenance	NVB EQUIPMENT INC		651.23
				Check Total:		1,512.43
25798	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		50.99
25798	07/22/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		74.74
25798	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		189.11
25798	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		8.87
25798	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		108.74
25798	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		20.42
25798	07/22/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		13.03
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		192.17
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		79.34
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		31.25
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		24.45
25798	07/22/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		78.20
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		59.50
25798	07/22/2024	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		21.74
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-29.36
25798	07/22/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		3,924.84
25798	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		28.85
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		45.74
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		223.11
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-22.00
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		75.36
25798	07/22/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		19.61
				Check Total:		5,218.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25799	07/22/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		919.19
25799	07/22/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		194.93
25799	07/22/2024	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		39,281.21
25799	07/22/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		74,922.66
25799	07/22/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		2,863.87
				Check Total:		118,181.86
25800	07/22/2024	General Fund	Community Center Deposits	JENNIFER PENA		210.00
				Check Total:		210.00
25801	07/22/2024	General Fund	Professional Services	PRECISION CIVIL ENGINEERING, INC.		3,412.50
				Check Total:		3,412.50
25802	07/22/2024	General Fund	Tennis	PRESTON'S LOCK & KEY		346.94
				Check Total:		346.94
25803	07/22/2024	Water Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		3,993.37
25803	07/22/2024	Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		3,993.37
				Check Total:		7,986.74
25804	07/22/2024	Internal Service Fund	Operations & Maintenance	RAZZARI FORD\MAZDA		187.22
				Check Total:		187.22
25805	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		1,161.40
25805	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		1,005.63
				Check Total:		2,167.03
25806	07/22/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		577.00
				Check Total:		577.00
25807	07/22/2024	General Fund	Castle Park Deposits	NANCY SANCHEZ		200.00
				Check Total:		200.00
25808	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		301.58
25808	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		352.22
25808	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		267.22
				Check Total:		921.02
25809	07/22/2024	Water Enterprise Fund	Accounts Payable	EMERY SILBERMAN		143.76
				Check Total:		143.76

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25810	07/22/2024	General Fund	Training	DAYTON SNYDER		175.00
				Check Total:		175.00
25811	07/22/2024	Information Technology Fund	Professional Services	SPRINGBROOK HOLDING COMPANY LLC		87,226.19
				Check Total:		87,226.19
25812	07/22/2024	Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		1,152.00
25812	07/22/2024	Local Transportation Fund	Project Retention	ST FRANCIS ELECTRIC		9,022.84
25812	07/22/2024	SB1-Road Maint & Rehab RMRA	Project Retention	ST FRANCIS ELECTRIC		13,750.00
				Check Total:		23,924.84
25813	07/22/2024	Internal Service Fund	Professional Services	STATE PRO BUILDERS INC.		3,855.00
				Check Total:		3,855.00
25814	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	STEPPING STONE NURSERY		506.64
				Check Total:		506.64
25815	07/22/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		882.26
25815	07/22/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		890.45
25815	07/22/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,200.17
				Check Total:		2,972.88
25816	07/22/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		4,563.47
25816	07/22/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		18,136.31
25816	07/22/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		6,106.90
25816	07/22/2024	Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,954.31
				Check Total:		31,760.99
25817	07/22/2024	RDVLPMNT Obligation Retirement	Professional Services	THE BANK OF NEW YORK MELLON		2,400.00
				Check Total:		2,400.00
25818	07/22/2024	General Fund	Office Supplies	THE SIGN GUYS		150.85
				Check Total:		150.85
25819	07/22/2024	Water Enterprise Fund	Accounts Payable	VALERIE THELEN		9.12
				Check Total:		9.12
25820	07/22/2024	Internal Service Fund	Professional Services	TRANE U.S. INC.		2,889.00
25820	07/22/2024	Internal Service Fund	Professional Services	TRANE U.S. INC.		803.00
				Check Total:		3,692.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25821	07/22/2024	General Fund	Professional Services	TRICOUNTY FLOORING		4,334.71
25821	07/22/2024	General Fund	Professional Services	TRICOUNTY FLOORING		955.05
				Check Total:		5,289.76
25822	07/22/2024	Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE		1,745.17
25822	07/22/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		768.52
25822	07/22/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		3,299.72
				Check Total:		5,813.41
25823	07/22/2024	General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
				Check Total:		156.94
25824	07/22/2024	General Fund	Professional Services	VALLEY BUSINESS CENTER		4,975.42
25824	07/22/2024	General Fund	Professional Services	VALLEY BUSINESS CENTER		3,458.13
				Check Total:		8,433.55
25825	07/22/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
25825	07/22/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
				Check Total:		2,000.00
25826	07/22/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		991.09
25826	07/22/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		13,068.50
				Check Total:		14,059.59
25827	07/22/2024	Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		201,182.07
				Check Total:		201,182.07
25828	07/22/2024	General Fund	Communications	VERIZON WIRELESS		342.09
25828	07/22/2024	General Fund	Communications	VERIZON WIRELESS		760.20
25828	07/22/2024	General Fund	Communications	VERIZON WIRELESS		38.01
25828	07/22/2024	General Fund	Communications	VERIZON WIRELESS		51.64
25828	07/22/2024	Water Enterprise Fund	Communications	VERIZON WIRELESS		52.02
25828	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
25828	07/22/2024	Sewer Enterprise Fund	Communications	VERIZON WIRELESS		52.02
25828	07/22/2024	Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
25828	07/22/2024	Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
25828	07/22/2024	Internal Service Fund	Utilities	VERIZON WIRELESS		80.02
				Check Total:		1,494.03
25829	07/22/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		541.57

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		541.57
25830	07/22/2024	Public Safety Trans & Use Tax	Improvements Other Than Bldg	VISTA PAINT CORPORATION		86.30
				Check Total:		86.30
25831	07/22/2024	General Fund	Aged Outstanding Warrants	ANDREW VOBORIL		29.56
				Check Total:		29.56
25832	07/22/2024	General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		4,597.07
25832	07/22/2024	Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		595.60
				Check Total:		5,192.67
25833	07/22/2024	General Fund	Special Departmental Expense	WARD ENTERPRISES		65.20
				Check Total:		65.20
25834	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		49.13
25834	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		242.71
25834	07/22/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		9.59
25834	07/22/2024	General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		10.02
25834	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		62.41
25834	07/22/2024	General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		147.94
25834	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		45.32
25834	07/22/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		20.42
25834	07/22/2024	Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		1.00
				Check Total:		588.54
25835	07/22/2024	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
				Check Total:		29.97
25836	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		1.28
25836	07/22/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		1.71
25836	07/22/2024	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		57.06
25836	07/22/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		35.73
25836	07/22/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		92.79
				Check Total:		188.57
25837	07/22/2024	General Fund	Special Departmental Expense	WORK WELLNESS		527.00
				Check Total:		527.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Report Total:		3,223,148.21

Warrant Summary August 12, 2024

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

		Amount
8/12/2024 Warrant	$	2,769,923.41
Prewrittens (Checks Processed Between Warrants)	$	11,471.22
Total Accounts Payable Warrants:	**$**	**2,781,394.63**

Additional Warrants

Date	Description		Amount
7/31/2024	Chevron	$	86.60
7/30/2024	EPARS Employee 457 Plan (PNC Bank)	$	4,863.00
7/30/2024	AFLAC	$	410.53
7/30/2024	Atwater Police Officers Association	$	3,256.91
7/30/2024	AFSCME District Council 57	$	1,033.20
7/30/2024	PERS Retirement 7/4/24 - 7/17/24	$	63,437.56
7/30/2024	State Disbursement - Child Support	$	115.38
8/3/2024	PERS Health - August 2024	$	125,694.67
7/30/2024	Retiree Medical Reimbursement - August 2024	$	41,599.83
		$	-
Total Additional Warrants:		**$**	**240,497.68**

Payroll

Date	Description		Amount
7/25/2024	Net Payroll	$	210,496.80
7/30/2024	Federal Taxes	$	71,341.19
7/30/2024	State Taxes	$	9,229.37
Total Payroll:		**$**	**291,067.36**

Grant Total:	**$**	**3,312,959.67**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 8/8/2024 - 7:59 AM

City of Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	07/31/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		57.25
0	07/31/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		29.35
				Check Total:		86.60
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		-0.01
0	07/30/2024	General Fund	Deferred Compensation	PNC BANK		800.00
0	07/30/2024	General Fund	Deferred Compensation	PNC BANK		4,063.00
0	07/30/2024	General Fund	Aflac Premiums	AFLAC PLANS		92.40
0	07/30/2024	General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	07/30/2024	General Fund	Aflac Premiums	AFLAC PLANS		221.38
0	07/30/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		25,058.88
0	07/30/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		58.57
0	07/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3.21
0	07/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		69.69
0	07/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		13.74
0	07/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,647.72
0	07/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16.30
0	07/30/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,361.21
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3.21
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,647.72
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		69.69
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		13.74
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,361.21
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		-0.01
0	07/30/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16.30
0	07/30/2024	General Fund	Pers Deduction	PERS-RETIREMENT		3,037.92
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,348.67
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		18,316.93
0	07/30/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,256.91
0	07/30/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,033.20
0	07/30/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		15.78
0	07/30/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		9,213.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	07/30/2024	General Fund	Pers Deduction	PERS-RETIREMENT		9,056.23
0	07/30/2024	General Fund	Pers Deduction	PERS-RETIREMENT		1,023.62
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,543.52
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,785.28
0	07/30/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,398.27
0	07/30/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
				Check Total:		153,687.12
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STEPHEN LUNDGREN		208.25
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHRISTOPHER A. MCDANIEL		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JEFF MONDLOCH		184.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JERRY MOORE		577.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MARGARET MERRITT		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		577.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	FRANK ORMOND		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	FRANK PIETRO		510.45
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	THOMAS PROTHRO		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LEN GUILLETTE		1,054.58
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DEBRA COURT		196.41
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DARIN JANTZ		1,456.33
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GLEN C. CARRINGTON		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LOIS BELT		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LINDA FERRERO		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KIM BENGSTON-JENNINGS		523.12
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SCOTT DUNCAN		1,386.49
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	PATRICK FARETTA		936.40
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHRISTIAN HAMBRECHT		666.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ALLAN BOYER		649.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JESUS F. DURAN		1,579.79
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ANTHONY CARDOZA		812.16
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KAREN ARDEN-WALLER		787.30
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ARMANDO ECHEVARRIA		867.97
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SAMUEL JOSEPH		1,553.12
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JAMES ATKINSON		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STANLEY FEATHERS		587.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	NELSON CRABB		601.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RANDALL CARROTHERS		1,429.18
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KEN JENSEN		355.41
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOSEPH HOFFAR		458.10
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RICHARD HAWTHORNE		577.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	HARRY E. DUNN		587.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		2,507.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERT CALLAWAY		577.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MICHAEL KEELER		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERT VASQUEZ		208.94
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		855.06
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	WILLIAM RICHARDS		196.41
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERTO ROMERO		472.62
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	EARL WEATHERS		587.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOHN RASMUSSEN		587.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DICK WISDOM		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DENNIS O. SPARKS		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LORI WATERMAN		666.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BARBARA RIIS CHRISTENSEN		577.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BENJAMIN THOMAS		1,357.10
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DAVID WALKER		609.06
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GEORGE LOGAN		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOHN SMOTHERS		740.16
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ELIZABETH WILDE		867.97
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SANDY RAHN		762.27
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHARLIE WOODS		587.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STEVE KJOS		587.67
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CYNTHIA THOMPSON		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	NANCY WILLIAMS		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	TYNA LAMISON		695.15
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DOUGLAS P. TILLEY		246.34
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	EDWARD VELASQUEZ		150.55
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	TONY RAMIREZ		867.97
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KELLY SORENSEN		1,278.51
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JUAN SUFUENTES		1,650.12
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ADOLFO LOMELI		1,447.97
0	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GREG WELLMAN		609.67
				Check Total:		41,599.83
0	08/06/2024	General Fund	Miscellaneous Bills	PERS-HEALTH		3.97
0	08/06/2024	General Fund	Pers Health Payable	PERS-HEALTH		112,606.85
0	08/06/2024	Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		270.26
0	08/06/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		167.60
0	08/06/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,655.99
0	08/06/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		10,990.00
				Check Total:		125,694.67

Accounts Payable

Checks for Approval

Prewritens

User: jmurillo
Printed: 8/8/2024 - 7:49 AM

City of Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25838	07/23/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		43.66
25838	07/23/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		43.66
25838	07/23/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		43.66
25838	07/23/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		134.48
25838	07/23/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		134.48
25838	07/23/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		134.47
25838	07/23/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		725.52
25838	07/23/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		725.51
25838	07/23/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		725.51
25838	07/23/2024	Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
25838	07/23/2024	Water Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
25838	07/23/2024	Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		1,900.00
					Check Total:	8,410.95
25839	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		573.49
					Check Total:	573.49
25840	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MANUEL DURAN		85.37
					Check Total:	85.37
25841	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		410.10
					Check Total:	410.10
25842	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LORIN MANN		643.16
					Check Total:	643.16
25843	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	WILLIAM MARTIN		867.97
					Check Total:	867.97
25844	07/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		150.55
					Check Total:	150.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25845	07/30/2024	General Fund	Garnishments	EMPLOYMENT DEVELOPMENT DEPARTMENT		15.60
				Check Total:		15.60
25846	07/30/2024	General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
25847	07/30/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		107.02
25847	07/30/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		10.02
25847	07/30/2024	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		96.99
				Check Total:		214.03
				Report Total:		11,471.22

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 8/8/2024 - 7:51 AM

City of Atwater
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	08/12/2024	General Fund	Office Supplies	QUADIENT FINANCE USA INC		1,200.00
0	08/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		92,916.67
0	08/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		35,530.73
0	08/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		182,653.13
0	08/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		59,583.33
0	08/12/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.66
0	08/12/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.66
0	08/12/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.66
0	08/12/2024	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		2,072.02
0	08/12/2024	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		53.63
0	08/12/2024	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		46.14
0	08/12/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		558.03
0	08/12/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		558.03
0	08/12/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		558.02
0	08/12/2024	Employee Benefits Fund	Unemployment Insurance	EMPLOYMENT DEVELOPMENT DEPT.		12,440.00
				Check Total:		388,291.71
25848	08/12/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
25848	08/12/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
25848	08/12/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
25848	08/12/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		130.39
				Check Total:		325.99
25849	08/12/2024	General Fund	Special Departmental Expense	AIRGAS USA, LLC		121.21
25849	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	AIRGAS USA, LLC		1,358.12
				Check Total:		1,479.33
25850	08/12/2024	General Fund	Community Center Deposits	JOAN ALVAREZ		350.00
25850	08/12/2024	General Fund	Community Center Rental	JOAN ALVAREZ		105.00
				Check Total:		455.00
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-11.58
25851	08/12/2024	General Fund	Summer Youth Camps	AMAZON CAPITAL SERVICES		-1.88

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.19
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.39
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		25.76
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		5.39
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		39.14
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		65.66
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		133.08
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.04
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		228.26
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.08
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		38.04
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		130.38
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		110.98
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		110.98
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.08
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.08
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.08
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		58.69
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.67
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		172.90
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		33.27
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		37.95
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		124.68
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		10.77
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		14.55
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		32.61
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		26.09
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		9.77
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		12.01
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		80.96
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		152.18
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		33.27
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		8.69
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		41.74
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		87.33
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		256.77
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		22.46
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		39.06
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		72.38
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		380.55
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		230.24
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		72.38
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		59.28
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		84.01

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		73.92
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		178.36
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		50.94
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		125.94
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		98.42
25851	08/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		40.68
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.90
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		127.26
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		380.61
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		64.15
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.28
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.48
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.60
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		35.85
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		34.56
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		9.81
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.47
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		9.43
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		30.49
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		227.28
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.74
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		89.11
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		165.29
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		85.96
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		218.58
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		123.94
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		20.65
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		19.99
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		11.95
25851	08/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		123.94
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		152.95
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		11.95
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		384.58
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		119.63
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		295.78
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		120.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25851	08/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		12.51
25851	08/12/2024	General Fund	Summer Youth Camps	AMAZON CAPITAL SERVICES		1.88
25851	08/12/2024	Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		198.99
25851	08/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		23.58
25851	08/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		146.79
25851	08/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.04
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		194.72
25851	08/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		77.95
				Check Total:		8,858.25
25852	08/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		59,995.20
25852	08/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		37,712.50
25852	08/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		2,288.50
25852	08/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		4,577.00
25852	08/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		4,577.00
				Check Total:		109,150.20
25853	08/12/2024	Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		7.04
25853	08/12/2024	General Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		50.88
				Check Total:		57.92
25854	08/12/2024	General Fund	Communications	AT&T CALNET		286.21
				Check Total:		286.21
25855	08/12/2024	Gas Tax/Street Improvement	Professional Services	ATWATER CHIROPRACTIC, INC.		65.00
25855	08/12/2024	Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
25855	08/12/2024	Sewer Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
				Check Total:		325.00
25856	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	ATWATER ELECTRIC		4,890.00
25856	08/12/2024	Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		2,980.00
				Check Total:		7,870.00
25857	08/12/2024	Sewer Enterprise Fund	Special Departmental Expense	ATWATER TINT		640.00
25857	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	ATWATER TINT		320.00
25857	08/12/2024	General Fund	Special Departmental Expense	ATWATER TINT		420.00
25857	08/12/2024	Water Enterprise Fund	Special Departmental Expense	ATWATER TINT		180.00
25857	08/12/2024	Sewer Enterprise Fund	Special Departmental Expense	ATWATER TINT		640.00
				Check Total:		2,200.00
25858	08/12/2024	General Fund	Professional Services	ATWATER VETERINARY CENTER		168.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		168.50
25859	08/12/2024	General Fund	Business License Tax	BANKS MIRACLES BEAUTY + BARBER SALOI		60.00
25859	08/12/2024	General Fund	SB 1186 Fees-Business License	BANKS MIRACLES BEAUTY + BARBER SALOI		4.00
				Check Total:		64.00
25860	08/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		1,844.63
25860	08/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		482.82
25860	08/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		449.68
25860	08/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		948.56
25860	08/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		1,958.80
				Check Total:		5,684.49
25861	08/12/2024	General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		210.00
25861	08/12/2024	General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		350.00
25861	08/12/2024	General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		210.00
				Check Total:		770.00
25862	08/12/2024	Internal Service Fund	Operations & Maintenance	BOBCAT CENTRAL, INC.		292.11
				Check Total:		292.11
25863	08/12/2024	General Fund	Uniform & Clothing Expense	BOOT BARN		200.00
25863	08/12/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	BOOT BARN		200.00
				Check Total:		400.00
25864	08/12/2024	General Fund	Special Departmental Expense	BPS TACTICAL		1,177.79
				Check Total:		1,177.79
25865	08/12/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		1,117.94
25865	08/12/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		-140.60
				Check Total:		977.34
25866	08/12/2024	Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		4,455.50
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
25866	08/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
25866	08/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		101.44
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25866	08/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		439.12
25866	08/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,598.44
					Check Total:	10,453.32
25867	08/12/2024	Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		1,498.91
25867	08/12/2024	Internal Service Fund	Professional Services	BURTONS FIRE INC		722.31
25867	08/12/2024	Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		2,536.40
					Check Total:	4,757.62
25868	08/12/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		476.34
25868	08/12/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		60.00
25868	08/12/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		193.89
25868	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		17.94
25868	08/12/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		134.60
25868	08/12/2024	General Fund	Professional Services	CAL FARM SERVICES		60.00
25868	08/12/2024	Gas Tax/Street Improvement	Small Tools	CAL FARM SERVICES		825.45
					Check Total:	1,768.22
25869	08/12/2024	General Fund	Travel/Conferences/Meetings	JOHN CALE		219.54
					Check Total:	219.54
25870	08/12/2024	General Fund	Community Center Deposits	VICTORIA CANELA		210.00
					Check Total:	210.00
25871	08/12/2024	Internal Service Fund	Operations & Maintenance	CARQUEST		329.49
					Check Total:	329.49
25872	08/12/2024	Internal Service Fund	Professional Services	COMCAST		1,654.94
25872	08/12/2024	Internal Service Fund	Professional Services	COMCAST		1,654.94
					Check Total:	3,309.88
25873	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		427.59
					Check Total:	427.59
25874	08/12/2024	General Fund	Communications	COOK'S COMMUNICATIONS		3,751.88
25874	08/12/2024	Public Safety Trans & Use Tax	Special Departmental Expense	COOK'S COMMUNICATIONS		3,887.60
					Check Total:	7,639.48
25875	08/12/2024	General Fund	Special Departmental Expense	CPS HR CONSULTING		792.00
25875	08/12/2024	General Fund	Special Departmental Expense	CPS HR CONSULTING		792.00
25875	08/12/2024	General Fund	Special Departmental Expense	CPS HR CONSULTING		-70.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		1,514.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
25876	08/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
				Check Total:		320.00
25877	08/12/2024	Information Technology Fund	Professional Services	DATA PATH		7,850.00
25877	08/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		58.82
25877	08/12/2024	Information Technology Fund	Professional Services	DATA PATH		7,850.00
25877	08/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,617.50
25877	08/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
25877	08/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		730.00
25877	08/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		830.00
25877	08/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,831.00
				Check Total:		23,856.32
25878	08/12/2024	General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		18,187.50
				Check Total:		18,187.50
25879	08/12/2024	General Fund	Professional Services	DEPT.OF FORESTRY & FIRE PROTECTION		1,287,634.51
				Check Total:		1,287,634.51
25880	08/12/2024	General Fund	Aflac Premiums	JESSE DIAZ		211.64
				Check Total:		211.64
25881	08/12/2024	Internal Service Fund	Professional Services	DONLEE PUMP COMPANY		220.00
25881	08/12/2024	Internal Service Fund	Operations & Maintenance	DONLEE PUMP COMPANY		217.77
				Check Total:		437.77
25882	08/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		189.43
25882	08/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		195.54
				Check Total:		384.97
25883	08/12/2024	General Fund	Special Departmental Expense	ETCH THIS AND THAT		81.00
25883	08/12/2024	General Fund	Special Departmental Expense	ETCH THIS AND THAT		60.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		141.50
25884	08/12/2024	Water Enterprise Fund	Accounts Payable	RUBY FAGAN		19.29
25884	08/12/2024	Sewer Enterprise Fund	Accounts Payable	RUBY FAGAN		22.90
25884	08/12/2024	Sanitation Enterprise Fund	Accounts Payable	RUBY FAGAN		12.95
				Check Total:		55.14
25885	08/12/2024	Internal Service Fund	Special Departmental Expense	FASTENAL COMPANY		14.06
				Check Total:		14.06
25886	08/12/2024	Water Enterprise Fund	Small Tools	FERGUSON WATERWORKS		264.10
				Check Total:		264.10
25887	08/12/2024	General Fund	Special Departmental Expense	FIRE SAFETY EDUCATION		1,655.50
				Check Total:		1,655.50
25888	08/12/2024	Internal Service Fund	Operations & Maintenance	FORD PRO		864.98
				Check Total:		864.98
25889	08/12/2024	General Fund	Professional Services	GECKO PEST & LANSCAPE MGMT		150.00
				Check Total:		150.00
25890	08/12/2024	Internal Service Fund	Special Departmental Expense	GRAINGER		259.16
25890	08/12/2024	Internal Service Fund	Special Departmental Expense	GRAINGER		471.47
25890	08/12/2024	Internal Service Fund	Special Departmental Expense	GRAINGER		12.73
				Check Total:		743.36
25891	08/12/2024	Water Enterprise Fund	Special Departmental Expense	GRANITE CONSTRUCTION COMPANY		2,876.45
				Check Total:		2,876.45
25892	08/12/2024	General Fund	Professional Services	GUARDIAN ALLIANCE TECHNOLOGIES INC		50.00
				Check Total:		50.00
25893	08/12/2024	General Fund	Training	LARON HARLEY		40.97
25893	08/12/2024	General Fund	Training	LARON HARLEY		66.29
				Check Total:		107.26
25894	08/12/2024	Internal Service Fund	Professional Services	HI-TECH EVS INC		11,700.00
25894	08/12/2024	Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		2,515.33
				Check Total:		14,215.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25895	08/12/2024	Internal Service Fund	Utilities	HOFFMAN SECURITY		55.00
25895	08/12/2024	Internal Service Fund	Utilities	HOFFMAN SECURITY		1,038.90
25895	08/12/2024	Internal Service Fund	Professional Services	HOFFMAN SECURITY		382.19
					Check Total:	1,476.09
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		580.54
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		73.39
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		58.17
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		131.55
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		192.88
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		169.43
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		270.04
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		186.43
25896	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		371.73
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		168.93
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		183.48
25896	08/12/2024	General Fund	Special Departmental Expense	HORIZON		227.95
					Check Total:	2,614.52
25897	08/12/2024	General Fund	Special Departmental Expense	INGRAHAM TROPHIES		105.49
25897	08/12/2024	General Fund	Special Departmental Expense	INGRAHAM TROPHIES		194.85
					Check Total:	300.34
25898	08/12/2024	Water Enterprise Fund	Special Departmental Expense	INSTRUMENT TECHNOLOGY CORPORATION		18,609.06
					Check Total:	18,609.06
25899	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		739.50
25899	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		147.90
					Check Total:	887.40
25900	08/12/2024	Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		11,693.00
					Check Total:	11,693.00
25901	08/12/2024	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		446.57
					Check Total:	446.57
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
25902	08/12/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
25902	08/12/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
25902	08/12/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
25902	08/12/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25902	08/12/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
25902	08/12/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
25902	08/12/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
25902	08/12/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
25902	08/12/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
25902	08/12/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
25902	08/12/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
25902	08/12/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
25902	08/12/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
25902	08/12/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
25902	08/12/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
25902	08/12/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
25902	08/12/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
25902	08/12/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
25902	08/12/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
25902	08/12/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
25902	08/12/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
25902	08/12/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
25902	08/12/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
25902	08/12/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
25902	08/12/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
25902	08/12/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
25902	08/12/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
25902	08/12/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
25902	08/12/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
25902	08/12/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
25902	08/12/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
25902	08/12/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
25902	08/12/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
25902	08/12/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
25902	08/12/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
25902	08/12/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
25902	08/12/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
25902	08/12/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
25902	08/12/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25902	08/12/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
25902	08/12/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
25902	08/12/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
25902	08/12/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
25902	08/12/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
25902	08/12/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
25902	08/12/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
				Check Total:		31,112.55
25903	08/12/2024	Sewer Enterprise Fund	Special Departmental Expense	JOHN DEERE FINANCIAL		56.66
				Check Total:		56.66
25904	08/12/2024	Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		133.32
				Check Total:		133.32
25905	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		396.77
25905	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		644.08
25905	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		332.28
25905	08/12/2024	Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		42.21
				Check Total:		1,415.34
25906	08/12/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		826.43
				Check Total:		826.43
25907	08/12/2024	Public Safety Trans & Use Tax	Reserve Fire Fighter Program	LN CURTIS & SONS		504.23
				Check Total:		504.23
25908	08/12/2024	General Fund	Miscellaneous	LOOMIS		561.49
				Check Total:		561.49
25909	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		29.00
25909	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		258.47
				Check Total:		287.47
25910	08/12/2024	General Fund	Memberships & Subscriptions	MCAG		21,813.00
				Check Total:		21,813.00
25911	08/12/2024	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		120.03
				Check Total:		120.03
25912	08/12/2024	General Fund	Community Center Deposits	MARIA MELENDEZ		-280.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25912	08/12/2024	General Fund	Community Center Deposits	MARIA MELENDEZ		350.00
25912	08/12/2024	General Fund	Community Center Deposits	MARIA MELENDEZ		210.00
				Check Total:		280.00
25913	08/12/2024	General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		385.00
25913	08/12/2024	General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
25913	08/12/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		308.00
				Check Total:		973.00
25914	08/12/2024	Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		99.10
25914	08/12/2024	Internal Service Fund	Professional Services	MERCED CHEVROLET		420.00
25914	08/12/2024	Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		430.16
				Check Total:		949.26
25915	08/12/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		350.00
25915	08/12/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		350.00
25915	08/12/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		350.00
25915	08/12/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		350.00
				Check Total:		1,400.00
25916	08/12/2024	Internal Service Fund	Professional Services	MISTER CAR WASH		920.00
				Check Total:		920.00
25917	08/12/2024	Public Safety Trans & Use Tax	Machinery & Equipment	MONTROSE CHRYSLER DODGE JEEP RAM		56,100.00
				Check Total:		56,100.00
25918	08/12/2024	Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		65.82
				Check Total:		65.82
25919	08/12/2024	General Fund	Machinery & Equipment	NATIONAL FLEET GROUP		52,918.38
				Check Total:		52,918.38
25920	08/12/2024	General Fund	Training	JUAN NAVAS		215.84
				Check Total:		215.84
25921	08/12/2024	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,471.85
				Check Total:		2,471.85
25922	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		23.34
25922	08/12/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		33.44
25922	08/12/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		26.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25922	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		21.73
25922	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		19.56
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		34.85
25922	08/12/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		198.15
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		37.49
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		87.59
25922	08/12/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		47.84
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		703.10
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		27.87
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		116.41
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		169.49
25922	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		26.09
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		275.75
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		86.43
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		237.51
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		341.41
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-86.43
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		92.05
25922	08/12/2024	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		17.39
25922	08/12/2024	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		195.75
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		79.47
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		50.87
25922	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		20.65
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		124.68
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.23
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		22.97
25922	08/12/2024	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		33.69
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		1,045.89
25922	08/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-132.00
				Check Total:		3,988.35
25923	08/12/2024	Sewer Enterprise Fund	Professional Services	PACE ANALYTICAL SERVICES, LLC		1,643.00
				Check Total:		1,643.00
25924	08/12/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		3,156.19
25924	08/12/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		6,478.68
25924	08/12/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		15,849.41
25924	08/12/2024	Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		371.44
25924	08/12/2024	Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		150.36
25924	08/12/2024	Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		40.51
25924	08/12/2024	Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		17.12
25924	08/12/2024	Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		57.29
25924	08/12/2024	Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		18.88

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25924	08/12/2024	Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		28.06
25924	08/12/2024	Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		231.33
25924	08/12/2024	Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,213.30
25924	08/12/2024	Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		30.84
25924	08/12/2024	Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		27.40
25924	08/12/2024	Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		22.40
25924	08/12/2024	Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		94.57
25924	08/12/2024	Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		47.02
25924	08/12/2024	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		129,145.60
25924	08/12/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		5,823.53
25924	08/12/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		13,678.11
25924	08/12/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		77.34
25924	08/12/2024	General Fund	Utilities	PACIFIC GAS & ELECTRIC		939.13
25924	08/12/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		177.61
25924	08/12/2024	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		54,150.27
25924	08/12/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		24.64
				Check Total:		231,851.03
25925	08/12/2024	Internal Service Fund	Professional Services	PETE'S AUTO BODY		3,952.00
25925	08/12/2024	Internal Service Fund	Operations & Maintenance	PETE'S AUTO BODY		7,233.27
				Check Total:		11,185.27
25926	08/12/2024	General Fund	Special Departmental Expense	PROFORCE		353.44
				Check Total:		353.44
25927	08/12/2024	Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		4,601.40
				Check Total:		4,601.40
25928	08/12/2024	Gas Tax/Street Improvement	Small Tools	RAYNGUARD PROTECTIVE MATERIALS INC		2,630.97
				Check Total:		2,630.97
25929	08/12/2024	General Fund	Professional Services	REVIVER MX INC		1,452.60
				Check Total:		1,452.60
25930	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	SASE COMPANY, INC.		239.17
				Check Total:		239.17
25931	08/12/2024	Sewer Enterprise Fund	Special Departmental Expense	SHANNON PUMP CO.		167.85
				Check Total:		167.85
25932	08/12/2024	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		23,822.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
				Check Total:		23,822.96
25933	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		267.22
25933	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		561.26
25933	08/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		316.66
				Check Total:		1,145.14
25934	08/12/2024	General Fund	Uniform & Clothing Expense	DAYTON SNYDER		43.00
				Check Total:		43.00
25935	08/12/2024	Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		3,726.76
				Check Total:		3,726.76
25936	08/12/2024	Internal Service Fund	Special Departmental Expense	STEPPING STONE NURSERY		3,845.33
				Check Total:		3,845.33
25937	08/12/2024	General Fund	Professional Services	STERICYCLE INC		39.44
				Check Total:		39.44
25938	08/12/2024	Water Enterprise Fund	Machinery & Equipment	STILES TRUCK BODY & EQUIPMENT INC		16,535.71
25938	08/12/2024	Water Enterprise Fund	Machinery & Equipment	STILES TRUCK BODY & EQUIPMENT INC		16,535.71
				Check Total:		33,071.42
25939	08/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,227.49
25939	08/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		2,168.04
25939	08/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,664.75
25939	08/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,238.88
25939	08/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,457.64
				Check Total:		7,756.80
25940	08/12/2024	General Fund	Community Center Deposits	SHENITA TATUM		210.00
25940	08/12/2024	General Fund	Community Center Deposits	SHENITA TATUM		210.00
				Check Total:		420.00
25941	08/12/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		5,949.81
25941	08/12/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		18,175.16
25941	08/12/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,227.31
25941	08/12/2024	Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,884.07
				Check Total:		30,236.35
25942	08/12/2024	General Fund	Special Departmental Expense	THE SIGN GUYS		1,090.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25942	08/12/2024	General Fund	Professional Services	THE SIGN GUYS		1,090.00
				Check Total:		2,180.00
25943	08/12/2024	Information Technology Fund	Communications	TPX COMMUNICATIONS		9,777.75
				Check Total:		9,777.75
25944	08/12/2024	Internal Service Fund	Professional Services	TRANE U.S. INC.		1,898.00
25944	08/12/2024	Internal Service Fund	Professional Services	TRANE U.S. INC.		2,799.00
				Check Total:		4,697.00
25945	08/12/2024	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
				Check Total:		33.00
25946	08/12/2024	General Fund	Rents & Leases	UBEO WEST LLC		176.28
				Check Total:		176.28
25947	08/12/2024	Water Enterprise Fund	Professional Services	UNDERGROUND SERVICE ALERT OF NORTHE		2,196.56
25947	08/12/2024	Water Enterprise Fund	Professional Services	UNDERGROUND SERVICE ALERT OF NORTHE		689.59
				Check Total:		2,886.15
25948	08/12/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
25948	08/12/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
25948	08/12/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
25948	08/12/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
25948	08/12/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
				Check Total:		5,000.00
25949	08/12/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		13,653.71
				Check Total:		13,653.71
25950	08/12/2024	Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		201,182.07
				Check Total:		201,182.07
25951	08/12/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,186.65
25951	08/12/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		35.16
25951	08/12/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,483.40
				Check Total:		2,705.21
25952	08/12/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		4,745.00
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		3,600.00
25952	08/12/2024	Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		1,440.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		450.00
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		1,125.00
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		3,240.00
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		1,072.50
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		13,095.00
25952	08/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		1,711.00
25952	08/12/2024	Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		9,650.00
25952	08/12/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		4,142.50
				Check Total:		44,271.00
25953	08/12/2024	General Fund	Special Departmental Expense	WARD ENTERPRISES		11.20
25953	08/12/2024	General Fund	Special Departmental Expense	WARD ENTERPRISES		97.82
25953	08/12/2024	General Fund	Special Departmental Expense	WARD ENTERPRISES		65.20
25953	08/12/2024	General Fund	Special Departmental Expense	WARD ENTERPRISES		17.18
				Check Total:		191.40
25954	08/12/2024	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
				Check Total:		29.97
25955	08/12/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		26.88
25955	08/12/2024	Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		36.60
25955	08/12/2024	Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		71.09
				Check Total:		134.57
				Report Total:		2,769,923.41

CITY OF ATWATER

PLANNING COMMISSION

ACTION MINUTES

June 20, 2024

REGULAR SESSION: (Council Chambers)

The Planning Commission of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California;

INVOCATION:

None

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Chair Borgwardt

ROLL CALL:

Present:	***Planning Commission Members Kadach, Mokha, Sanchez-Garcia, Sanders, and Borgwardt***
Absent:	***None***
Staff Present:	***Chief Salvador, Code Enforcement Manager Garcia, Interim City Manager Thompson Lieutenant Novetzke, Recording Secretary Rashad .***

SUBSEQUENT NEED ITEMS:

None

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

***MOTION:* Planning Commission Member Kadach moved to approve the agenda. The motion was seconded by Planning Commission Member Sanchez-Garcia and the vote was: Ayes: Planning Commission Members Mokha, Sanders, Sanchez-Garcia, Kadach and Borgwardt; Noes: None; Absent: None. The motion passed.**

APPROVAL OF MINUTES:

a) April 17, 2024 – Regular Meeting
b) May 22, 2024 – Special Meeting

***MOTION:* Planning Commission Member Sanders moved to approve the minutes. The motion was seconded by Planning Commission Member Sanchez-Garcia and the vote was: Ayes: Planning Commission Members Sanders, Sanchez-Garcia, Kadach, Mokha, and Borgwardt; Noes: None; Absent: None. The motion passed.**

PETITIONS AND COMMUNICATIONS:

None

PUBLIC HEARINGS:

Public hearing to consider adopting a resolution approving Conditional Use Permit No. 24-09-0100 and Site Plan No. 24-09-0200 for a mobile food truck located at 900 Broadway Avenue in Atwater (APN: 003-074-004)

(Applicant: Jesus Bautista Jr)

Interim City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

Applicant Jesus Bautista Jr spoke on the project.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

***MOTION:* Planning Commission Member Sanders moved to make a finding that the project is categorically exempt under California Environmental Quality Act (CEQA) guideline section 15311 (c), "Accessory Structures;" and, adopt Resolution No. 0246-24, Conditional Use Permit No. 24-09-0100 and Site Plan No. 24-09-0200, for a mobile food truck located at 900 Broadway Avenue in Atwater (APN: 003-074-004). The motion was seconded by Planning Commission Member Sanchez-Garcia and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanders, Sanchez-Garcia, and Borgwardt; Noes: None; Absent: None. The motion passed.**

Public hearing to consider adopting a resolution approving Conditional Use Permit No. 24-11-0100 and Site Plan No. 24-11-0200 for a mobile food vendor located at 1619 Sycamore Avenue (APN: 001-150-022).

(Applicant: Alejandro Bravo)

Interim City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

Applicant Alejandro Bravo spoke on the project.

Chair Borgwardt expressed concerns with mobile food vendors taking away from brick-and-mortar businesses.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Kadach moved to Make a finding that the project is categorically exempt under California Environmental Quality Act (CEQA) guideline section 15311 (c), "Accessory Structures;" and, adopt Resolution No. 0247-24, Conditional Use Permit No. 24-11-0100 and Site Plan No. 24-11-0200, for a mobile food vendor located at 1619 Sycamore Avenue in Atwater (APN: 001-150-022). The motion was seconded by Planning Commission Member Mokha and the vote was: Ayes: Planning Commission Members Mokha, Sanchez-Garcia, Kadach, Sanders, and Borgwardt; Noes: None; Absent: None. The motion passed.

Public hearing recommending the City Council of Atwater adopt a resolution accepting the plans and specifications for the pre-approved Accessory Dwelling Units (ADU) and to initiate the ADU program outlined in Government Code Section 65852.2.

(Applicant: City of Atwater)

Interim City Manager Thompson provided background on this project.

Chair Borgwardt opened the public hearing.

No one else came forward to speak.

Chair Borgwardt closed the public hearing.

MOTION: Planning Commission Member Sanders moved to Adopt Resolution No. 0249-24 making a recommendation to the City Council of Atwater to approve the plans and specifications for the pre-approved ADU plans and initiate the ADU

program. The motion was seconded by Planning Commission Member Sanchez-Garcia and the vote was: Ayes: Planning Commission Members Kadach, Sanchez-Garcia, Mokha, Sanders, and Borgwardt; Noes: None; Absent: None. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Interim City Manager / Community Development Director Updates.

Interim City Manager Thompson provided the Planning Commission with some background on Mobile Food Vendors and the Atwater Municipal Code. He received feedback as to what direction the Commission would like to move in and how to address their concerns.

COMMENTS FROM THE PUBLIC:

Chair Borgwardt opened the Public Comment.

Notice to the public was read.

No one else came forward to speak.

Chair Borgwardt closed the public comment.

COMMISSIONER MATTERS:

Planning Commission Member expressed his excitement for ADUs.

Chair Borgwardt inquired about the signal light on Bridgewater being on a timer.

Planning Commission Member Kadach encouraged the use of "TextMyGov".

Planning Commission Member Sanders promoted the ADU loan program.

Planning Commission Member Sanchez-Garcia expressed her excitement for the 4th of July event.

ADJOURNMENT:

Chair Borgwardt adjourned the meeting at 6:53 PM.

Mayra Sanchez-Garcia, Vice-Chair

By: Kayla Rashad
Recording Secretary

CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

June 24, 2024

REGULAR SESSION: (Council Chambers)

The City Council of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

INVOCATION:

The Invocation was led by Michael Giordano.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Mayor Pro Tem Raymond.

ROLL CALL: (City Council)

Present:	***City Council Members Cale, Ambriz, Mayor Pro Tem Raymond, Mayor Nelson***
Absent:	***City Council Member Button***
Staff Present:	***Interim City Manager Thompson, City Attorney Splendorio, Police Chief Salvador, Human Resources Director Sousa, Finance Director Nicholas, Public Works Director Vinson, City Clerk Billings, Assistant City Clerk Martin***

SUBSEQUENT NEED ITEMS: ***None***

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

Mayor Nelson recommended removing item #8 from the agenda and placing on a future agenda.

MOTION: Mayor Pro Tem Raymond moved to approve the agenda as amended. The motion was seconded by City Council Member Cale and the vote was: Ayes: Cale, Ambriz, Raymond, Nelson; Noes: None; Absent: Button. The motion passed.

PRESENTATIONS:

Monthly report by Nathan Bray, County of Merced Director of Public Works/Road Commissioner

- Gave a brief update regarding the Atwater Merced Expressway and Bellevue Road Realignment Project.

CONSENT CALENDAR:

Mayor Nelson opened public comment regarding items on the Consent Calendar.

No one came forward.

Mayor Nelson closed the public comment.

MOTION: Mayor Pro Tem Raymond moved to approve the Consent Calendar as posted. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Raymond, Nelson; Noes: None; Absent: Button. The motion passed.

TREASURER'S REPORT:

1. May 31, 2024

ACTION: Acceptance of report as listed.

WARRANTS:

2. June 24, 2024

ACTION: Approval of warrants as listed.

MINUTES: (Citizens' Oversight Committee)

3. March 12, 2024 - Regular meeting

***ACTION*: Acceptance of minutes as listed.**

MINUTES: (Planning Commission)

4. a.) April 17, 2024 – Regular meeting
   b.) May 22, 2024 – Special meeting

***ACTION*: Acceptance of minutes as listed.**

MINUTES: (City Council) :

5. June 10, 2024 – Regular meeting

***ACTION*: Approval of minutes as listed.**

AGREEMENTS:

6. Approving Amendment No. 1 to the Special Services Contract with Merced County for Animal Services (Police Chief Salvador)

***ACTION*: Approves Amendment No. 1 to the Special Services Contract, in a form approved by the City Attorney, for Animal Services with Merced County; and authorizes and directs the City Manager to sign the Agreement on behalf of the City.**

RESOLUTIONS:

7. Calling, Giving Notice of, and Consolidating the 2024 General Municipal Election (City Clerk Billings)

***ACTION*: Adoption of Resolution No. 3368-24 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of the City Clerk, the City Treasurer and two (2) Members of the City Council within the boundaries of District One (1) and District Two (2), as required by the provisions of the laws of the State of California relating to General Law Cities; and requesting the Board of Supervisors of the County of Merced consolidate the General Municipal Election to be held on November 5, 2024, with the Presidential General Election to be held on the date pursuant to Section 10403 of the Election Code.**

PUBLIC HEARINGS:

Resolution Approving Rate Study and Adopting New Rates for Water and Sewer Services (Public Works Director Vinson)

This item was removed from the agenda to be brought back at a future date.

Confirming the Engineer's Reports and Ordering the Annual Levy for the Lighting and Drainage and Landscape Maintenance Assessment Districts for Fiscal Year 2024/25 (Interim City Manager Thompson)

Interim City Manager Thompson provided background information on this item.

Mayor Nelson opened the public hearing regarding this item.

No one came forward to speak.

Mayor Nelson closed the public hearing.

MOTION: City Council Member Cale moved to Adopt Resolution No. 3470-24 Confirming the Engineer's Reports and Ordering the Continued Maintenance of the City of Atwater Lighting and Drainage and Maintenance Assessment Districts and Levy of Assessments for Fiscal Year 2024/25. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Raymond, Nelson; Noes: None; Absent: Button. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Update regarding Fireworks and Nail Em App' (Battalion Chief/Fire Marshal Lopes and Chief Salvador)

Chief Salvador provided background information on this item.

Mayor Nelson opened public comment on this item.

No one came forward to speak.

Mayor Nelson closed the public comment regarding this item.

CITY ATTORNEY REPORTS:

Approving City Manager Employment Agreement with Chris Hoem (City Attorney Splendorio)

City Attorney Splendorio provided background information on this item.

Mayor Nelson opened public comment on this item.

Don Martin, Carol Gray, Linda Dash, Kalisa Rochester, Keith Pelowski, and Jim Price spoke regarding the City Manager contract.

Mayor Nelson closed the public comment regarding this item.

MOTION: ***City Council Member Ambriz moved to to approve City Manager Employment Agreement, in a form approved by the City Attorney, with Chris Hoem; and authorize and direct the Mayor to execute the agreement on behalf of the City. The motion was seconded by City Council Member Cale and the vote was: Ayes: Cale, Ambriz, Raymond, Nelson; Noes: None; Absent: Button. The motion passed.***

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Mayor Nelson clarified that under the Brown Act, members of the public are entitled to directly address the City Council and are not entitled to address their comments to other members of the public or to staff.

Mayor Nelson opened public comment.

Linda Dash spoke regarding the Castle Sewer Agreement.

Christan Santos, Field Representative for Congressman John Duarte, provided an update regarding Congressman Duarte's office.

Richards Williams spoke regarding the Water and Sewer Rate study.

Jim Price spoke regarding the upcoming 4th of July celebration.

Dora Anderson spoke regarding her community service and pageant participation worldwide.

Mayor Nelson closed the public comment.

CITY COUNCIL REPORTS/UPDATES:

City Council comments

City Council Member Cale spoke regarding the upcoming 4th of July celebrations and the committee's need for volunteers. He thanked Interim City Manager Thompson.

City Council Member Ambriz asked that everyone be safe and enjoy the 4th of July. He thanked Interim City Manager Thompson.

Mayor Pro Tem Raymond wished all a Happy 4th of July and thanked Interim City Manager Thompson.

Mayor Nelson spoke regarding alternative shows for 4th of July and thanked Interim City Manager.

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 6:51 PM.

APPROVED:

_____
MIKE NELSON
MAYOR

ATTEST:

_____
JANELL MARTIN
ASSISTANT CITY CLERK

CITY OF ATWATER

SPECIAL MEETING
CITY COUNCIL

ACTION MINUTES

July 11, 2024

OPEN SESSION: (Atwater Community Center, Multipurpose Room)

The City Council of the City of Atwater met in Special Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

Present: ***City Council Members Ambriz, Cale, Mayor Nelson***
Absent: ***City Council Member Button and Mayor Pro Tem Raymond***

Call to Order and Mayoral Greeting for City-County Relations Dinner and National Anthem (Mayor Nelson and Hallie Billings, Miss Merced County Teen)

Keynote Presentation Regarding Various Regional Transportation Projects (Deputy City Manager/Community Development Director Thompson)

Mayor Nelson invited public comment.

No one came forward to speak.

Mayor Nelson closed public comment.

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 7:27 PM.

APPROVED:

_____
MIKE NELSON
MAYOR

ATTEST:

_____
JANELL MARTIN
ASSISTANT CITY CLERK

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving a Purchase Order with Carbon Supply Inc. for GAC Exchange at Well 19** (Public Works Director)

RECOMMENDED COUNCIL ACTION

Approving a Purchase Agreement (Purchase Order) with Carbon Supply Inc. of Bell Gardens, California for GAC Exchange at Well 19, in an amount not to exceed $110,050; and authorizes and directs the City Manager to execute the Purchase Order on behalf of the City.

I. BACKGROUND/ANALYSIS:

In July of 2021, Well 19 Treatment site was put online and started treating 1,2,3-Trichloropropane (TCP). The TCP is treated by granulated activated carbon (GAC) vessels installed at the treatment site that remove the TCP from the water before it is delivered to the residents. There are 6 GAC vessels located at the Well 19 Treatment site. The vessels are configured as three sets of lead-lag vessels. The water flows through the lead vessel first, and then flows through the lag vessel afterwards. This allows for the continued treatment of TCP after the life of the carbon is no longer removing TCP from the water.

Per the City's State-approved TCP Operations Plan, to maximize the carbon life, the City may decide to replace the carbon in the lead vessel of a series pair once the carbon in the lead vessel is no longer removing TCP from the water. The City can track this by sampling the water as it passes through the GAC vessels.

Three vessels at Well 19 are no longer removing TCP from the water and are in need of a carbon change-out. The scope of work consists of removal of the spent media from the three vessels, placement of spent media in either bulk bags or a disposal container, inspection of vessel interior performed by viewing from outside man-way opening, and re-bedding with replacement media.

Three (3) bids were received and were totaled and reviewed for responsiveness. The Bid Summary (Exhibit A) shows the lowest bid coming in at $110,050. Staff reviewed

the bid submitted by Carbon Supply Inc. of Bell Gardens, California for $110,050 and has determined it is a responsive and acceptable bid.

II. FISCAL IMPACTS:

Sufficient funding is available in the Fiscal Year 2024-25 Budget, 1,2,3-TCP Fund, Professional Services Account No. 6007-7010-3030. Per the City of Atwater Purchasing System Manual, the informal bidding process is allowed for Public Works Projects valued at $200,000 or less.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the City's Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

NN/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The proposed project involves the operation, maintenance, leasing, licensing, or minor alteration of existing public facilities, with construction of minor appurtenant structures involving negligible or no expansion of use and no possibility of significantly impacting the physical environment. Accordingly, the proposed action qualifies under Class 1 and Class 3 Categorical Exemptions (Sections 15301 and 15303 of the State CEQA Guidelines).

IX. STEPS FOLLOWING APPROVAL:

Upon approval by the City Council, the Purchase Order Requisition will be sent to the Finance Department and PO will then be generated.

Submitted by:

Justin Vinson, Public Works Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Bid Summary for Treatement site #19 (3 Vessel Changeout)

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

BID SUMMARY

PROFESSIONAL SERVICES

Bid for: Treatment for Well Site #19 3 Vessel Changeout

Account # 6007.7010.3030

No.	Contractor	Bid Total
1	Carbon Supply Inc	110,050.00
2	AqueoUS Vets	140,487.75
3	Calgon Carbon	142,950.00

Please see attached supporting documents.

Thank you,

Liza Barajas

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving Amendment No. 3 to the Professional Service Agreement to DataPath Inc of Modesto, California for Augmented Managed Information Technology (IT) Support Services** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3474-24, Approving Amendment No. 3 to Professional Service Agreement, in a form approved by the City Attorney, to Data Path Inc of Modesto, California for Augmented Managed Information Technology Support Services; and authorizes and directs the City Manager to execute Amendment No. 3 on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City of Atwater ("City") has contracted with third party vendors for Information Technology ("IT") support for more than a decade. Over time, the City has implemented a wide variety of different technologies and systems to improve business processes and provide an enhanced quality of service. As the City's IT requirements have evolved, it has become necessary to identify a suitable vendor which aligns with the City's current strategic and operational goals.

On September 1, 2021, the City entered into a Professional Service Agreement with Data Path Inc of Modesto, California for Augmented Managed Information Technology (IT) Support Services with a one-year term for the amount of $94,200 yearly. Included in the scope, Data Path provides technicians, coordination, and IT engineering services to the City. The City entered into a First Amendment on September 1, 2022, to extend the term agreement from August 31, 2022, to August 31, 2023. The City entered into Amendment No. 2 to the Professional Services Agreement that modified the end date of the contract from August 31, 2023, to August 31, 2024.

City staff has been receiving excellent services from Data Path and staff would recommend entering into Amendment No. 3 to the Professional Services Agreement that would add an extra two years to the contract, until August 31, 2026, and an

additional $471 for the services. Currently, the services provided are done at a cost of $7,850 a month for a total of $94,200 a year. The new cost per month would be $8,321 and for the year it would be $99,852. Data Path hasn't otherwise raised the cost of their service since the City entered into an agreement with them in 2021, and staff observes that this cost is justified and warranted.

II. FISCAL IMPACTS:

Sufficient funding is available in the Fiscal Year 2024-25 Budget, Information Technology Fund, Non-Departmental, Professional Services Account No. 7030.1050.3030.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

Goal 1 (Ensure Financial Solvency) is supported. Goal 2 (Ensure Safety of Staff and Our Community) is supported through the increased availability of IT resources and enhancements to the City's ability to execute IT Cyber Security initiatives. Goal 3 (Promote Transparency through Communication) is supported through the additional IT resources available to maintain existing systems and ensure availability of City IT infrastructure. Goal 6 (Improve Quality of Life) is supported through the availability of additional IT resources to execute IT initiatives in a timely manner.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to the City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a "project" under section 21065 of the Public Resources Code as it will not directly or reasonably indirectly affect the physical environment and therefore is not subject to review of analysis.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will route Amendment No.3 to the Professional Service Agreement for execution.

Submitted by:

Justin Vinson, Public Works Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Resolution DataPatth Amendment No. 3 -24-c1
2. Amendment No. 3 to Professional Service Agreement Data Path Inc

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH DATAPTH INC. OF MODESTO, CALIFORNIA FOR IT SERVICES

WHEREAS, the Parties entered into a Professional Services Agreement dated September 1, 2021 ("Original Agreement") for the purpose of providing Information Technology "IT" support services with a term ending August 31, 2022 (the "Project"); and

WHEREAS, the Parties amended the Original Agreement September 1, 2022, for the purpose of extending the end date; and

WHEREAS, the Parties amended the Original Agreement September 1, 2023, for the purpose of extending the end date: and

WHEREAS, Section 8.2 provides that any such extension shall require written approval by the City and therefore, the Parties desire to enter into this Amendment No. 3 to extend the end date of the Original Agreement under Section 1.1, "Term of Service", as set forth below; and

WHEREAS, the Parties desire to enter into this Amendment No. 3 to increase the compensation in the Original Agreement in Section 2. "Compensation," as set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Atwater as follows that the City Manager is authorized to enter into an Amendment No. 3 to the Professional Services Agreement with Datapath, Inc., in a form approved by the City Attorney, to extend the term of service to August 31, 2026 and increasing the monthly compensation to $8,321.00.

The foregoing resolution is hereby adopted on the 12th day of August 2024.

AYES:
NOES:
ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ATWATER AND DATA PATH, INC.

This Amendment No. 3 to the Professional Services Agreement ("Amendment No. 3") by and between the City of Atwater ("City") and Data Path, Inc ("Contractor") is entered into on September 1, 2024. City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated September 1, 2021 ("Original Agreement") for the purpose of providing Information Technology "IT" support services with a term ending August 31, 2022 (the "Project"); and

WHEREAS, the Parties amended the Original Agreement September 1, 2022 for the purpose of extending the end date; and

WHEREAS, the Parties amended the Original Agreement September 1, 2023 for the purpose of extending the end date: and

WHEREAS, Section 8.2 provides that any such extension shall require written approval by the City and therefore, the Parties desire to enter into this Amendment No. 3 to extend the end date of the Original Agreement under Section 1.1, "Term of Service", as set forth below; and

WHEREAS, the Parties desire to enter into this Amendment No. 3 to increase the compensation in the Original Agreement in Section 2. "Compensation," as set forth below.

NOW, THEREFORE, as of the Effective Date of this Amendment No. 3, the Original Agreement is hereby amended as follows:

1. The Parties hereby agree to amend Section 1.1 "Term of Service", of Original Agreement by modifying the end date from August 31, 2024 to August 31, 2026 as follows:

> **"1.1 Term of Services"**. The term of this Agreement shall begin on the date first noted above and shall end on August 31, 2026, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. The Parties hereby agree to amend Section 2 "Compensation," of Original Agreement by modifying the not to exceed sum as follows:

“2 Compensation”. City hereby agrees to pay Professional a sum not to exceed eight-thousand three hundred and twenty-one dollars per month ($8,321.00), plus any monthly subscriptions, notwithstanding any contrary indications that may be contained in Professional’s proposal, for services to be performed and reimbursable costs incurred under this Agreement.

3. Unless otherwise changed by this Amendment No. 3, the Original Agreement shall remain in full force and effect.

4. This Amendment No. 3 may be executed in counterparts, each of which to be deemed an original, but all of which shall constitute the same Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 on the day and year first above written.

CITY OF ATWATER

Chris Hoem
City Manager

Attest:

Kory Billings
City Clerk

Approved as to form:

Frank Splendorio
City Attorney

CONSULTANT

David Darmstandler
CEO
Data Path Inc

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Awarding a Cooperative Government Obligation Contract with Leasing 2 Inc. to Finance the Purchase of one (1) new Hydro-Excavator Vacuum Truck** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3475-24 Awarding a Cooperative Government Obligation Contract with Leasing 2 Inc. in the amount of $734,232.41 to finance the purchase of one (1) new Hydro-Excavator Vacuum Truck and authorizing and directing the City Manager to execute the Contract and all related documents on behalf of the City.

I. BACKGROUND/ANALYSIS:

Currently, the Water Department operates a 2000 Vac-Con Hydro-Excavator to assist the staff in its daily operation and maintenance of the water system. The most pivotal use of this vehicle is during water leaks. This truck is used to excavate the soil around a water leak, whether it be a water main leak, service line leak, or leak near a customer's shut-off valve. The Vacuum Truck can also be used in other emergencies, such as during flooding, if needed. These vehicles have an average of an 8-10 year life span. Parts for the current Vac-Con have now started becoming unavailable due to its age and the current Vac-Con has frequently been breaking down due to wear over the 24 years the City has been operating it. The current Vac-Con also no longer meets California CARB Compliance Standards due to its chassis and auxiliary engine. The auxiliary engine is Tier 0, which means it has to be replaced. The city is still eligible to purchase a diesel powered Vac-Con right now under the California CARB Regulations. Starting in 2027, the city will have to either buy a twin-engine truck, or buy an electric vehicle(s) that's 8500 Gross Vehicle Weight Rating (GVWR) or above.

When the 2024-25 Fiscal Year Budget was approved on June 10, 2024, one (1) lease for a Vacuum Truck was approved in the budget for purchase. This Budget contained a line item of $155,000 in the Water Enterprise Fund to be used towards the lease of a new Hydro-Excavator Vacuum Truck. Once the lease agreement is signed, the production of the Vacuum Truck is estimated to be completed in August 2025. When deciding whether to finance or outright purchase a vehicle, staff takes into account the

fund balance and future projects. With 5.68% financing and no penalties for early pay-off, staff feels it's in the best interest of the city to enter into a financing agreement until some of the big projects in the Water Department are completed and then assess if the city should pay the remaining balance or continue with the 7-year lease.

The City may join in purchases and contracts established by other jurisdictions, provided the cooperative agreement is established following a competitive bid process consistent with the City's competitive process. Sourcewell, formerly known as the National Joint Powers Alliance ("NJPA"), a public agency serving as a national municipal contracting agency, released a Request for Proposals ("RFP") for the procurement of Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies. (EXHIBIT "B"). Vac-Con is an authorized vendor.

Vac-Con has provided a quotation for one(1) new Hydro-Excavator mounted on a Freightliner 114SD Plus CA Carb 6X4 truck chassis (EXHIBIT "A"). Once the Purchase Order is completed, the Hydro-Excavator can be ordered and it is estimated to be completed in 12 months.

II. FISCAL IMPACTS:

The cost of the Hydro-Excavator Vacuum Truck is $734,232.41. After a $100,000 down payment and using a seven-year financing option with Leasing 2, Inc., the total net financed amount is $634,279.99. Funding is currently not available this year to purchase the new Hydro-Excavator Vacuum Truck directly from Vac-Con without financing.

Should the City Council authorize staff to proceed with the purchase, the City would put $100,000 as a down payment. Sufficient funding for the payment is available in the Water Enterprise Fund, Water Department, Machinery and Equipment; Account No. 6000-7010-6021.

The first payment in the amount of $112,324.81 (including the 5.68% interest rate) is due in August 2025. This payment will be included in Fiscal Year 2025-2026 Budget. The next 6 payments will be scheduled for each subsequent Fiscal Year and at the time of each Fiscal Year, budget staff will determine to recommend either paying off the lease or remain paying the lease payments.

This item has been reviewed for fiscal impact by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the CIty's Strategic Plan: to ensure the City's continued financial stability and to improve public safety,

respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a project as defined under Section 21065 of the Public Resources Code as this action would not directly or reasonably indirectly significantly impact the physical environment.

IX. STEPS FOLLOWING APPROVAL:

Staff will route the contract for signatures and will obtain a purchase order. Upon issuance of the purchase order and all signed documentation, Vac-Con will begin construction.

Submitted by:

Justin Vinson, Public Works Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Vac-Con Proposal
2. Leasing Finance Proposal Leasing 2, Inc.
3. RFP and Addendums-Sewer Vac. 101221
4. Resolution for the purchase of a Hydro-Excavator-c1
5. Vac-Con Contract 101221

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

June 20, 2024

City of Atwater
470 Aviator Drive
Atwater, CA 95301

Tel: 209-357-6370
rward@atwater.org

Attention: Ryan Ward

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 101221-VAC for the Vac-Con VX312LHE/1300 Hydro-Excavator mounted on a new Freightliner 114SD Plus CA CARB 6x4 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Atwater, CA	$675,140.15
	8.75% Estimated Sales Tax	59,074.76
	CA Tire Fee (10 @ $1.75)	17.50
	Total	$734,232.41

- Vac-Con is the Sourcewell contract holder and all purchasing documents are to go directly to them. **City's Purchase Order to be prepared and sent directly to Vac-con, Inc.**
  969 Hall Park Drive, Green Cove Springs, FL 32043
  M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Pricing includes delivery and on-site training.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Normal delivery 150-270 days A.R.O., depending on chassis availability.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

James Wheeler,
President

Enclosure

06/19/2024

HYDRO-EXCAVATOR

SOURCEWELL CONTRACT: 101221-VAC

Customer: CITY OF ATWATER Shipping: CALIFORNIA

Requirement Specification	
Hydro-Excavator with all standard equipment VX312LHE/1300	
Sourcewell Discount	
Freightliner Model 114SD Plus CA CARB 6 x 4 Chassis 370HP Allison 3000 RDS transmission *Special Order Chassis	
Body mounting on chassis	
Hydrostatic drive	
Rear mounted 7' extendable boom, includes flat rear door with hydraulic opener	
1300 Gallon polyethylene water tank capacity with 10 year warranty	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM with cyclone separator	
Hydraulic tail gate door latches	
Water pump system rated 20 GPM @ 4000 PSI with smooth continuous pressure Hydrostatic drive	
6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve	
Built in Body Prop - Rear Support Frame Mounted	
Electric vibrator	
Rear door drain valve flushout connection	
Rear splash guard (2 - 10 O'clock) tank mounted	
Stainless Steel Ball on Debris Body Level Indicator	
Wear plate, swing style	

Requirement Specification	
50' Capacity hand gun hose reel	
Centrifugal Compressor Fan Flush Out System	
Debris body "Power flush" system, 8 jets	
Water Pump Remote Oil Drain	
Automatic Lube Kit for Centrifugal Compressor	
Automatic lube system in addition to manual remote grease options for Vac-Con module	
Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge	
Cone rack, hinged style/deck	
Two Cone storage racks	
Cone Storage Rack Placement - Best Location curbside	
Long handle PVC (2) storage - Mounted in storage box under shelf and rear of mainframe	
Plastic engraved decals - adhesive type (ilo standard)	
Remote Boom Grease Zerk Assembly	
Remote Debris Tank Grease Assembly	
Remote Transfer Case Engagement	
Water cooler rack	
Hand Held Spot Light - LED	
LED 4 Strobes, (2) front bumper, (2) rear bumper	
LED Arrow Board, Rear Debris Tank Door Mounted	
LED Boom mounted flood lights with guards	
LED lighting for tool box	
LED Midbody Flood Lights with guards	
LED Rear mounted flood lights with limb guards	
Two LED strobe with Limb Guard, Rear Debris Tank Mounted	

Requirement Specification	
Midbody LED Strobes - Frame Mounted	
Two Mirror mounted LED strobe lights with limb guards	
Low Water Alarm with Light	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
Center console installed by MME, local dealer	
Chassis window tink	
Debris screen flush out system with ball valve plumbed in	
External pressure gauge for digging lance outside of tool box	
Non-conductive catch basin nozzle 6 ½' x 8"	
Shield behind cab where rear boom rests to avoid cab damage	
Variable flow valves on the hydro X gun in box	
Water and Vacuum run off transfer case	
Lazy Susan pipe rack (Holds 5 Pipes)	
Two 24x18x18 Aluminum Tool Boxes	
Two roll out shelves for storage box behind cab	
Aluminum storage box behind cab 16" x 42" x 96" upgraded in lieu of steel	
Dry decking behind cab storage box (96")	
4'x 8" Aluminum pipe extension	
Rubber flex hose end for catch basin tube/hydro-excavation	
ICC lighting	
Hydrant wrench, 25' of fill hose	
Local dealer pre-delivery inspection	

Requirement Specification	
On site customer training	
Paint module: Elite Pepsi Blue	
Painted steel upper water tank panels to match body in lieu of standard diamond plate	
Optional Striping Package - White	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	$675,140.15
Sales Tax - 8.75%	$59,074.76
California Tire Fee	$17.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX and FREIGHT	$734,232.41

Delivery is _____ Days after receipt of chassis

SOURCEWELL CONTRACT NO 101221-VA

CONTRACT HOLDER/VENDOR: VAC-CON, INC. 969 HALL PARK RD, GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION

LEASE FINANCING PROPOSAL

Requested by

Municipal Maintenance Equipment

Representing

VAC-CON
MORE POWER TO YOU

Presented To (As Lessee)

City of Atwater, CA

Proposal Date:	August 1, 2024					
Equipment Description:	(1) Vac-Con VX312LHE/1300					
Commencement Date:	September 1, 2024					
	Option 1	**Option 2**	**Option 3**	**Option 4**	**Option 5**	**Option 6**
Equipment Cost:	$734,232.41	$734,232.41	$734,232.41	$734,232.41	$734,232.41	$734,232.41
Lessee Down Payment:	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
Amount Financed:	$634,232.41	$634,232.41	$634,232.41	$634,232.41	$634,232.41	$634,232.41
Lease Term:	3 Years	5 Years	7 Years	3 Years	5 Years	7 Years
First Payment Date:	9/1/2025	9/1/2025	9/1/2025	9/1/2025	9/1/2025	9/1/2025
Payment Frequency:	Monthly	Monthly	Monthly	Annual	Annual	Annual
Interest Rate:	5.68%	5.48%	5.38%	5.68%	5.48%	5.38%
Payment Amount:	$20,226.52	$12,732.12	$9,534.83	$235,859.96	$148,455.14	$111,117.40

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration**: Due to the current increasing rate markets, this proposal is valid under the following circumstances:
- The award is received within 30 days of the Proposal Date.
- The transaction is closed within 60 days off the Proposal Date.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Rick Carney
Phone: 813-258-9888 x16
Email: rcarney@leasing2.com
Web: www.leasing2.com

25 IN BUSINESS OVER 25 YEARS
LEASING 2

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: August 1, 2024 **Option Chosen:** _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Atwater, CA
Name of Lessee

Authorized Signature	**Date**	**Title**
Printed Name Of Authorized Signature	**Last month of your budget year?**	
Contact Name *(If Different ThanAuthorized Signature)*	**Contact Phone**	**Contact Email**
Financial Contact Name *(Can be Treasurer or Clerk)*	**Contact Phone**	**Contact Email**

Please complete the above information and ***fax or email*** *all pages of the proposal to*
813-258-9333 / rcarney@leasing2.com

ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

1. Signed Proposal - *When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.*

2. Credit Application - *A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.*

3. Financing Agreement - *Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.*

RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**October 12, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

a. Sewer vacuums or combination sewer cleaners;
b. Hydro or air excavation equipment;
c. Jetters and rodders;
d. Dewatering, mud, trash, and centrifugal pumps;
e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

8/26/2021

Addendum No. 1
Solicitation Number: RFP 101221
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.

9/10/2021

Addendum No. 2
Solicitation Number: RFP 101221
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can very largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.

9/30/2021

Addendum No. 3
Solicitation Number: RFP 101221
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AWARDING A COOPERATIVE GOVERNMENT OBLIGATION CONTRACT WITH LEASING 2, INC. TO FINANCE THE PURCHASE OF ONE (1) HYDRO-EXCAVATOR VACUUM TRUCK

WHEREAS, National Joint Powers Alliance ("NJPA"), a public agency serving as a national municipal contracting agency, released a Request for Proposals ("RFP") for the procurement of Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies; and

WHEREAS, Vac-Con was awarded the contract with NJPA; and

WHEREAS, funding is currently not available this year to purchase the new Hydro-Excavator without financing; and

WHEREAS, staff has negotiated a seven (7) year Government Contract Obligation Contract with Leasing 2, Inc. ("Contract") with no early payoff penalty; and

WHEREAS, funds have been appropriated in the fiscal 2024-2025 budget to fund the $100,000 down payment.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Atwater hereby resolves the following:

1. The above recitals are true and correct and incorporated herein by reference.

2. A seven-year Government Obligation Contract, attached hereto and incorporated herein, is hereby approved in the amount of $634,232.41, with Leasing 2, Inc., for the purchase of one Hydro-Excavator Vacuum Truck.

3. The City Manager is hereby authorized and directed to execute the Contract and any other necessary documents to purchase the Hydro-Excavator Vacuum Truck.

The foregoing resolution is hereby adopted this 12th day of August 2024.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Vac-Con, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: M.J. DuBois C65CBA257A53411...
By: _____	By: _____
Jeremy Schwartz	M.J. DuBois, President, DuCo, LLC
Title: Chief Procurement Officer	Title: Authorized Contract Administrator
Date: 11/23/2021 | 8:51 PM CST	Date: 11/24/2021 | 5:31 AM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/24/2021 | 6:46 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	DuCo, LLC
Address:	1079 Tamiami Trl N #350 Nokomis, Florida 34275
Contact:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Phone:	410-924-1004
Fax:	410-924-1004
HST#:	81-1963530

Submission Details

Created On:	Thursday August 26, 2021 08:52:11
Submitted On:	Friday October 01, 2021 11:10:04
Submitted By:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Transaction #:	0b410897-713e-434f-9209-2bd4698d22a6
Submitter's IP Address:	24.145.112.96

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vac-Con, Inc. EIN: 36-3846929	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vector Technologies LTD	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	969 Hall Park Road Green Cove Springs, FL 32043	*
5	Proposer website address (or addresses):	www.vac-con.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator - See attached Authorization Letter DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryce Reiger, National Sales Manager Vac-Con, Inc. 969 Hall Park Road Green Cove Springs, FL 32043 904-610-6492 brycer@vac-con.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1986, Vac•Con®, Inc. has manufactured more than 9,000 custom-built, truck-mounted machines to serve public and private environmental markets globally. Located in Green Cove Springs, Florida, it is one of the largest producers of specialized vacuum solutions including sewer cleaning , hydro-excavation, and industrial vacuum equipment in North America. Vac-Con's goal, from day one, has been to design and actualize the most powerful and reliable machines in the industry, in turn allowing them to push the envelope year after year with unrivaled innovation. Vac-Con sells multiple product lines, including combination machines, jetting units, and hydro-excavators for a vast array of diverse applications. In 2012, Vac-Con, Inc. acquired Vector Technologies, LTD. Vector Technologies Ltd, located in Milwaukee Wisconsin, is a leading world designer and manufacturer of powerful trailer mounted hydro vacuum excavators, combination vacuum & sewer jetters, and sewer jetting units. For over forty years, Vector designs have set world standards for reliability and performance in a variety of industrial and specialized markets. Vector has provided solutions to organizations of all sizes for an endless number of diverse applications. The purchase of Vector allowed Vac-Con to offer a complete line of innovative, world leading designed sewer, hydro-excavation and vacuum products both truck and trailer mounted. Vac-Con believes in empowering the customer; their mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide. In keeping with their customer-centric philosophy, Vac•Con®, Inc. delivers more than just a product; they provide unparalleled product support with their customer service, online training modules, and extensive network of authorized dealers. Vac•Con®, Inc. employs over 300 people at their Florida location, and 45 employees at their Milwaukee WI location and is 100% employee-owned, enabling a more focused work environment, on-site feedback, and around the clock innovation and testing. Vac-Con's Florida location is situated on 17 acres, it boasts a 160,000 square-foot, newly expanded facility where they manufacture over 30,000 unique parts that they use on our machines. This state-of-the-art facility is a result of Vac•Con® eagerness for continuous improvement and an employee-owner culture centered on advancement through involvement. Mission Statement "Our mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide." Vision Statement "Our vision is to be the premier manufacturer of combination sewer cleaning, hydro-excavation, industrial vacuum, and high-pressure water jetting equipment. We are committed to providing innovative, high-quality products with unrivaled reliability, customer service, and support to dealers and end-users. Sustainable growth and employee-ownership value will be achieved by championing career-building talent and customer-centric initiatives. We will continue to make a positive impact in our local communities and on the environment." *
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Vac-Con hopes to continue to build on our past success with the contract and provide exceptional sewer cleaning and hydro-excavation equipment solutions to all prospective members. Vac-Con has developed a strong following with existing Sourcewell Members and Vac-Con expects to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow Vac-Con to continue to provide Members with great products at a discounted price to Vac-Con's many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space. *
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See the provided attachments, Bank of the West reference letter, D & B credit rating report and Letter of Good Standing. *
12	What is your US market share for the solutions that you are proposing?	Vac-Con operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Vac-Con's market share is 29% as we are considered the most innovative, most efficient and have a diverse and comprehensive line of products within our market. *
13	What is your Canadian market share for the solutions that you are proposing?	Vac-Con's Canadian Market Share is 8%. Vac-Con has signed a new dealer in Canada - Westvac Industrial. Westvac is a leading heavy equipment dealer in western Canada. We are looking forward to the 20+ years experience Westvac has to help grow our market share in British Columbia, Alberta, Saskatchewan, Manitoba and Northwest Territories. Vac-Con has an established dealer located in Quebec who has been active in that market for over 30 yeas with the Vac-Con product line. *
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection. *

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vac-Con is a manufacturer of a diverse sewer, hydro-excavating, and industrial line of equipment. The complete line of equipment is sold, serviced and supported exclusively through Vac-Con's world-wide individually owned dealer network.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Florida Department of Highway Safety & Motor Vehicles - Manufacturers License MV/1000409/1 Florida Department of Highway Safety & Motor Vehicles - Dealer License VI/1007965/1 Wisconsin Motor Vehicle Dealer License MV2131	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Neither Vac-Con nor Vector has ever received a suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	First Coast Manufacturer's Association - 2018 Manufacturer of the Year, 2019 Manufacturer of the Year, 2019 President's Award Best of Clay County - 2019 Best Manufacturing Facility in Clay County Florida, 2020 Best Manufacturing Facility in Clay County Florida, 2021 Best Manufacturing Facility in Clay County Florida National Association of Trailer Manufacturers - Vector manufactured units are NATM certified. National Truck Equipment Association - Most Valuable Partner Award for 5+ years.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 84% of Vac-Con and Vector sales for the last 5 years have been to the government sector. These customers typically consist of municipalities, townships, counties, and states.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 3% of Vac-Con and Vector sales for the last five years have been to the education sector. Vac-Con has increased this number due to the previous Sourcewell Contract held. Vac-Con looks to, once again, increase this percentage with the next proposed contract award.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Contract total sales for the last three years is $4.1 million. Ohio STS Contract total sales for the last three years is $1.8 million. Texas Buyboard Contract total sales for the last year held is $400K (only held this year) Florida Sherriff's Contract total sales for the last year held is $200K (only held this year)	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vac-Con does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Lodi 1331 South Ham Lane Lodi, California	Andrew Richle Utilities Superintendent See attached Testimonial	209-269-4927 arichle@lodi.gov	*
Delaware DOT P.O. Box 698 Dover, DE 19903	Lawrence Hardy See attached Testimonial	302-760-2505 lawrence.hardy@delaware.gov	*
Village of Tarrytown 4 Division St. Tarrytown, NY 10591	Louis Martirano Superintendent Of Public Works See attached Testimonial	914-862-1819 dpw@tearrytowngov.com	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sacramento Area Sewer District	Government	California - CA	Sewer Utility Equipment	10 units	$3,400,000.00	*
City of San Francisco	Government	California - CA	Water & Sewer Utility Equipment	6 units	$2,800,000.00	*
Miami-Dade County	Government	Florida - FL	Water & Sewer Utility Equipment	7 units	$2,900,000.00	*
City of Phoenix	Government	Arizona - AZ	Sewer Utility Equipment	11 units	$2,600,000.00	*
City of Sacramento	Government	California - CA	Sewer Equipment	9 units	$3,860,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vac-Con customers are supported by internal teams fulfilling sales, parts and service needs, and distributes through a worldwide network of exclusive dealers. Vac-Con's internal teams function as support systems for our dealer network providing demonstrations, training, troubleshooting and order fulfillment. All Vac-Con sales, parts and service representatives are employee-owners of Vac-Con, Inc. Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. Vac-Con's internal sales team consists of: National Sales Manager, Sales Administrator Supervisor, Sales Administrative Support, Inside Sales Manager, Chassis Sales/Logistic Specialist, Marketing Manager, Multimedia/Graphics Marketing Specialist. Internal Sales Support: South Regional Sales Manager, Northeast Regional Sales Manager, Southwest Regional Sales Manager, West Regional Sales Manager, two product demonstrators and a Recycler Product Specialist	*
26	Dealer network or other distribution methods.	Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. See attached detailed Dealer Network Map and Dealer Location Chart	*
27	Service force.	Vac-Con and Vector maintain teams of trained service and parts departments at the headquarters in Green Cove Springs, Florida and Milwaukee, Wisconsin. Vac-Con and Vector combined employ 6 regional sales managers, 4 product specialists/demonstrators, and 7 service office staff to provide service support to North America. The Vac-Con and Vector direct service team is comprised of 7 service technicians, while the parts and shipping department employs 12 representatives to fulfill parts orders to all dealers. Vac-Con's dealer network provides coverage to all 50 states with 35 exclusive dealerships. Each dealership has a team of service representation and office support to facilitate and process service and parts to end-users. In addition to factory-provided support, Vac-Con dealers are required to maintain service and repair facilities. Dealer parts departments are expected to maintain an inventory of parts for timely fulfillment. Depending on the territory and dealer size, dealers employ between 2 to 15 associates for each department – sales, service, and parts. See the attached dealer listing with the amount of direct service techs at each location.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Vac-Con. Vac-Con will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Vac-Con will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation. In the case where a dealer owns a stock unit that is to be sold to the member, MJ DuBois will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly. MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any Sourcewell Member having need for customer service is encouraged to communicate directly with their local dealer. Vac-Con dealers are required to maintain an inventory of parts to quickly service customer needs. Vac-Con also requires dealers to have factory trained service staff to handle the customer's service needs. Vac-Con expects our dealer partners to address warranty, service, and parts issues immediately, ensuring a corrective response or action within 12 to 24 hours. Vac-Con service teams are available 24/7 to assist with troubleshooting and repair needs with a case closure goal of 5 days or less for those instances that require intervention from the factory.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	A critical part of the Vac-Con mission is to provide innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal markets. As a US manufacturer with the vast majority of Vac-Con sales are generated from municipal customers in the United States, Vac-Con is committed to providing products, service, and parts to this specific market segment. The exclusive dealer network will help them to facilitate the necessary steps and procedures to procure and fulfill orders and provide service and parts support in each of their designated territories.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vac-Con is committed to designing, supporting, and manufacturing innovative and reliable products for their customers across the world. With two highly capable dealerships providing coverage to the customers of Canada, as well as Vac-Con's existing presence and relationships, Vac-Con is confident in producing sales and support for this market. Two dedicated regional sales managers employed by Vac-Con provide additional support for all sales, service, and parts functions in the Canadian territories, in addition to the company support provided by the inside sales office at Vac-Con.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vac-Con does not expect difficulties in providing exceptional levels of sales and service in any geographic areas of the US or Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vac-Con expects to fully service all entity sectors that Sourcewell Members represent.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vac-Con will train all their internal and dealers' sales force with the assistance of the DuCo team, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers. Vac-Con takes an aggressive approach to marketing Sourcewell. Vac-Con includes the Sourcewell Logos in their product brochures (see attached example) and on their website (see attached screen shot) that links to Vac-Con's Sourcewell Contract landing page. Vac-Con wants their customers to immediately know that they are a proud holder of this exclusive contract and that they can take advantage of this contract whether they are already a member or would like to become a member. Vac-Con will also include Sourcewell graphics banners at trade shows to further market their participation. To further ensure that Vac-Con is fully marketing the value of Sourcewell, they encourage Vac-Con salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize the assigned Vendor Support Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vac-Con has a comprehensive digital marketing strategy that engages and interacts with dealers, current customers, and potential customers. The goal of Vac-Con's digital marketing initiatives is to drive brand awareness and generate leads, as well as increase traffic to their website. Currently, Vac-Con markets through various social media platforms including Facebook, Linkedin, and Instagram. Vac-Con's most comprehensive digital marketing strategy is their Linkedin program. In addition to distributing relevant, engaging content on a consistent basis, they utilize a digital marketing agency to help them reach hundreds of decision makers at municipalities, counties, and government agencies each week. Linkedin offers a professional setting where Vac-Con is able to directly communicate with decision-makers and promote their products in a helpful and tactful manner. Vac-Con utilizes a digital marketing agency to assist with a comprehensive SEO program. Their SEO program targets industry keywords to help drive traffic to their websites. Vac-Con's focus remains on their product categories and specific applications such as combination machines, hydro-vacs, sewer cleaning, and hydro-excavation. Vac-Con measures their success with the SEO program through annual website traffic increases and qualified leads generated through the website and web-based applications. Year-over-year, Vac-Con has exceeded their SEO goals and continue to evolve the program to increase our reach. Vac-Con actively distributes communications through an email marketing program. The Vac-Con email marketing program is managed by the internal marketing team and reaches over 2,000 dealers and customers. Communications are scheduled on a monthly basis, and consist of new product, program and company updates. Vac-Con measures the success of email marketing campaigns by open and click-through rates and qualified leads generated. Vac-Con continues to add new recipients in both dealer and end-user categories each month through various platforms including the website, social media, and in-person events.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell marketing model has been an effective and impactful strategy for the Vac-Con business, and is proven by the growth of Sourcewell Contract Sales over the years. Vac-Con representation has made it a priority to collaborate with the Sourcewell employees that facilitate their existing contract. The priority of Vac-Con to ensure longevity and success is service-related, and the Sourcewell team understands this strategy. Vac-Con expects Sourcewell to continue with a presence at trade shows, Getting to Know You events, and Sourcewell University events. Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available. Vac-Con is firmly committed to the Sourcewell contract buying concept and agree that it is the way of the future. Vac-Con has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Vac-Con has utilized the flexibility that Sourcewell contracts offer, and it has become common knowledge for most of the manufacturer' dealers to lead the buying process with this contract. Vac-Con has sent senior management representatives annually to the H2O Conference. Vac-Con has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Vac-Con's Contract sales have grown over the years, and this is a testament of Sourcewell and Vac-Con's commitment to the same goal "to offer the best products, service and quantity discounts in support of our customers/members."	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vac-Con offers several training components, free of charge, to assist operators with a better understanding of their equipment for operations and maintenance. An online training portal hosted on the Vac-Con website provides a basic overview of truck models and their functions. Student comprehension is proven by quizzes at the end of each course. Once a student has successfully completed a course, Vac-Con distributes a certificate of completion. Customer service, parts, sales and marketing departments were involved in making the portal informative and thorough. This online training is complete with online videos that guide the course curriculum and user experience. In addition to online training, Vac-Con dealers are equipped to provide hands-on-training at the in-service of the unit and beyond. All new unit deliveries are made available with hands-on training. Additional training needs can be scheduled with the dealership.	*

40	Describe any technological advances that your proposed products or services offer.	Aeroboost with Quiet Drive – The Vac-Con Aeroboost 3-stage fan (patent pending) with Quiet Drive fan system is a one-of-a-kind upgrade hydrostatic and auxiliary drive system that operates the vacuum and water functions, lowers noise emissions, and substantially reduces overall fuel consumption without sacrificing power. The Aeroboost fan itself better balances airflow, resulting in less turbulence and more power. Titan – The Vac-Con Titan Combination Machine is a premium unit that boasts several impressive features and components offered only by Vac-Con. The Aeroboost Fan and Quiet Drive system enhance power by reducing airflow turbulence, noise emissions, and fuel consumption. An enhanced cyclonic separator optimizes efficiency and filtration, while the Omnibus Precision Power CANbus system enhances usability and efficiency. Omnibus Precision Power – The OPP system by Vac-Con is a CANbus system designed to enhance operator usability and efficiency. OPP gives the operator control over all vacuum, water, and engine functions at a centralized control panel where the operator spend the most time – at the front of the unit. This coordination of systems allows you to use as much power as is needed, saving time and fuel while delivering precise movements of the hydraulic components. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners with a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled and used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vac-Con manufacturing focuses on waste and environmental protection regulations in their day-to-day processes. Pursuant to the Department of Environmental Protection, Vac-Con is listed as a Low Quantity Waste Generator which is an ongoing key result area for the company. Vac-Con implements a full campus recycling program for cardboard and scrap metal. In addition, paint waste is minimized through a distillation process that allows the company to remain a Low Quantity Waste Generator. Vac-Con products themselves are designed to be a proponent of environmental protection and maintenance. Their machines ensure that proper sanitation and hygiene standards are met in communities across the world. The Titan combination machine class also boasts impressive reductions such as 44% fuel savings and 8% decrease in noise pollution as compared to other combination machines. The Vac-Con Recycler combination machine allows for a substantial savings in water usage, decreasing the use of freshwater by approximately 73% or more based on average unit operations.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	John Deere performance certification 1/19/2018 see attached John Deere performance certification 11/4/2016 see attached TigerFlex hose manufacturing Certification SAE J516 Standards	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer’s delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed. Vac-Con is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract. Vac-Con is committed to hiring Veterans and Persons with disabilities in their hiring practices. Vac-Con has many veterans currently employed. Vac-Con partners with Veteran organizations as well as the Florida Department of Rehabilitative Services when recruiting for all positions.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a company, Vac-Con is 100% employee-owned through an ESOP facilitated by their parent company, Holden Industries, Inc. This unique characteristic of ownership allows for every employee to have a significant impact on daily operations, product development, and company value. Vac-Con employee/owners are driven to provide the best solutions in the industry as their reputation and ownership relies on it, unlike competitors that are publicly traded or privately owned. Aeroboost – The Aeroboost 3-Stage Fan (patent pending) and Quiet Drive system is the most unique and impressive fan system on the market. Vac-Con has always been a champion of fan systems and is renowned in the industry for their ability to design and manufacture the most powerful and effective fans available. The Aeroboost is their most engineered fan that boasts 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure. Titan – the Titan combination machine is the new standard in combination units and boasts impressive, Vac-Con exclusive components such as the Aeroboost fan and quiet drive system, upgraded filtration, and the Omnibus Precision Power control system. Comprehensive Portfolio – A unique feature that sets Vac-Con apart is that they offer a comprehensive portfolio in combination, hydro-excavation, and jetting machines. Their units are available as skid, trailer, and truck-mounted configurations with various optional components to build these systems out to fit any customer application. Vac-Con is considered to be a custom-manufacturer, allowing each unit to be configured to meet the customer’s needs best. Dual Engine – Vac-Con is the only manufacturer to offer a dual engine combination machine. The dual engine machine makes cleaning sewers a simplified process, while offering reliability and safety. The 2-engine design provides independent control of the vacuum and water systems. This efficient design allows the chassis engine to drive the 3-stage fan or positive displacement blower vacuum system, saving fuel and general wear and tear in the long run.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each new Vac-Con unit is backed by a factory warranty for defects and workmanship for one year. Longer factory warranty periods are in place for fans, auxiliary engine water pump drive components, debris tank, and water tanks. These warranties cover all products, parts and labor for maternal defect and workmanship. Extended multiple year warranties are available to purchase at a “pass through” price for these OEM components when the original purchase of the machine is made.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions imposed by Vac-Con. The warranties are based on time from acceptance by the customer and not hours of use of components.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case by case basis with the customer's local dealer. Travel time and mileage may be considered to be covered under warranty under extreme circumstances. Typically the customer would take their unit in to the local dealer to perform warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic locations that can not be served. The exclusive Vac-Con dealerships and vendor facilities will assist with maintenance and service required of all Vac-Con units within their sales territories. Vac-Con is capable of providing technical support and parts to customers directly if their dealer is beyond their "reach". This type of warranty support must be factory authorized prior to work on the unit. The customer would simply call a Vac-Con Warranty Specialist, communicate the issue of concern and receive a written Statement of Warranty Work, return any defective parts required to be returned and can be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Purchased components will be covered by the warranty applicable by the Original Equipment Manufacturer of that component. Vac-Con will assist with coordinating with these entities to service a unit, but the following items would be eligible for their own OEM warranty: Auxiliary engines, water pumps, positive displacement blowers, chassis components and engines. Vac-Con's OEM partners have dealer representatives throughout the United States and Canada. Examples of these OEM's are: John Deere, Kubota, Freightliner etc.	*
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policy.	*
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employs dedicated parts and service personnel. Vac-Con's dealers have been specifically chosen to represent their products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Vac-Con that all of their dealers have developed a strong trust and commitment with their local customers. All Vac-Con dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Vac-Con does not offer service contract options directly to their end users. Vac-Con offers extended warranties and offers pass-through extended warranties on chassis.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Vac-Con guarantees all product warranties ensuring component workmanship and durability. These warranties can be found in the warranties section of the units manual. All Vac-Con units undergo a thorough factory inspection, and unit burn-in prior to delivery to the dealer and end-user. This process ensures accurate operations of each component and system as specified by the order build sheet. All Vac-Con units are built with the best products available including outsourced components that are sourced through a selective purchasing process by expert purchasing, engineering, and production teams. Each Vac-Con unit is guaranteed to meet customer specified requirements regarding vacuum capabilities, water systems, capacity, weight, and dimensions. Vac-Con provides 24-hour technical service support through their factory service team. All Vac-Con units are guaranteed support by both local Vac-Con representation and the factory service team. Service inquiries will receive a response within 12 to 24 hours of first contact either by local representation (dealer) or a Vac-Con representative. In-stock parts are guaranteed to ship within 48 hours of order submittal.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	One-Touch Customer Support backs Every Vac-Con® Vac-Con®'s part tracking software ensures that they have in inventory all the parts customers and dealers need when they need them. Vac-Con has a dedicated service facility for all warranty work, local repairs, and refurbishing work. One-Touch Customer Support gives you: 26,000 square foot service department, Training center with expert instructors, 24/7 real person support help line, Over $5 million in parts inventory, and 24-hour parts shipment turnaround. Vac-Con's customers can expect to receive either dealer or in house service contact within 24 hours of notice. Vac-Con has a commitment to service with quality after the initial sale and including any followup sales. Vac-Con's repeat customers speak to their service/performance standards as 85% of their sales are repeat customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by case basis.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Vac-Con does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Vac-Con does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Vac-Con will work with other Sourcewell Awarded Vendors, such as NCL, or any leasing agency of the Member's choice.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Vac-Con will use a standard quote document to price each item for Sourcewell Members. Example attached.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Vac-Con will not accept the P-card for payment. The typical transaction size does not lend itself to this process. Some Vac-Con dealers will allow parts, service, and dealer inventory to be paid for by P-Cards. Each individual dealer will be receiving payments directly for these items, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some dealers have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vac-Con's offer is a percentage discount from the manufacturer list price to Sourcewell Members on all of the items being proposed in this offer. Vac-Con's discount will be based on a percentage off of the base model unit. Vac-Con mounts most of their units on commercial truck chassis (except for the trailer mounted units). In order to provide the customer with convenience and the best pricing available, Vac-Con will provide the truck chassis with no profit associated or at a pass-through price to the Member. This gives the Member the ability to utilize quantity discounts that are offered by the chassis manufacturers to Vac-Con. Vac-Con purchases "pool truck chassis" at substantial quantity discounts. Vac-Con will also allow the customer to supply their own chassis in which to mount the body.	*

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Vac-Con is offering a 10% discount off base units within the following categories: Dual Engine Combination Sewer Cleaners, Single Engine Combination Sewer Cleaners, Dual Titan Sewer Cleaners, Single Titan Sewer Cleaners, XCavator hydro-excavating models, MXT hydro-excavating models, Hydrovac hydro-excavating models, and all refurbishment prices. Vac-Con is offering a 5% discount off base unit for the following models: HotShot sewer jetters, 3 yd sewer combo units, Vac Pumper models, VecJet jetters, Neptune sewer combo unit, Mudslinger hydro-excavation units and VecLoader industrial vacuum trailers. Vac-Con is offering an 5% accessory part discount. To qualify for this discount: 1) The Member is only buying Accessories parts and not an entire unit, 2) The Member Purchase Order must be in excess of $15,000.00. All Member Purchase Orders that qualify, must have their SW Member Number Clearly stated on the Purchase Order.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Vac-Con's will offer additional discounts for volume purchases. There will be an additional 3% discount off of the base unit discounted price for a single purchase order for 4 or more units. Vac-Con does not offer any rebate programs at this time.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	It is Vac-Con's intention to cover all items available on our commercial price lists. Vac-Con does realize from time to time there may be individual requirements that will not be listed. Vac-Con will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be priced at 20% above cost. Prior to accepting an order with Open Market or Sourced Goods from a Sourcewell Member, Vac-Con will discuss the availability of specific requests and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are several costs not included in the pricing submitted in this proposal. These costs are listed below: Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Vac-Con will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement. Federal Excise Tax: Vac-Con is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Vac-Con will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If an exemption certificate is provided, Vac-Con will not be required to collect this tax. Mounting Fee: Mounting fees cover the cost of the mounting of the body on the desired truck chassis or trailer. Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. The current pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards. Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges Vac-Con charges are at a pass-through price. Vac-Con has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a “special order” chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log. Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both “Drive-A-Way” service and common carrier service will be used. The actual cost of the service will be passed through to the customer.	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes Vac-Con to deliver via ocean transport, they will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been Vac-Con's experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Vac-Con will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Vac-Con strives to provide the equipment as customer specified and to their satisfaction upon delivery.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Vac-Con does pass on negotiated, competitively bid freight pricing to their customers. Most of Vac-Con's Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Vac-Con fully recognizes the value of the national Soucewell Contract and a such gives the best discounts available to Sourcewell Members

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Due to the unique nature of our proposed contract representation, Vac-Con builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Vac-Con will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for the Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Vac-Con will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The order, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when Vac-Con receives a payment for a unit, Vac-Con will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vac-Con sales are maintained in a comprehensive CRM (Salesforce) program that allows for the sales and marketing teams to determine how many units are sold through the Sourcewell contract and additional metrics regarding these sales. The Vac-Con sales team will track and report on quarterly sales through the contract to both internal and external sales teams to evaluate performance of both dealers and regional sales representatives. Vac-Con actively promotes the use of the Sourcewell Contract, and awards dealers on an annual basis for their activity with the contract. Vac-Con values the ability to service the Sourcewell Members with their products. In order for them to ensure they are providing a product that Sourcewell Members want, Vac-Con evaluates these sales, quarterly and annually, to ensure growth. Vac-Con will respond accordingly to specific regional performance through dealer training as well as participation in Sourcewell training classes. Vac-Con expects to increase sales each year. Vac-Con operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vac-Con proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Vac-Con Combination Jet/Vac Machines Dual and single engine combination machines with a range of offerings including 2 and 3-stage centrifugal compressors (fans) or various positive displacement blowers for vacuuming. Water jet systems ranging from 15 gallons per minute to 120 gallons per minute with pressures ranging from 1500PSI to 4000 PSI. These units are available in a range of sizes with debris tanks from 3 cu/yd to 16 cu/yd and water tanks from 200 gallons to 1500 gallons. Vac-Con has many optional features offered which are patented. Recycler combination machine – This combination machine is up-fitted with a recycler component. The recycler allows for debris tank water to be used in lieu of fresh water, greatly reducing overall water usage. This feature conserves water as a "Green Initiative" primarily and allows users to continue to work in areas where water access is limited or not available. The Vac-Con Recycler machines can function as standard combination machines in addition to utilizing the recycler features. Titan Class combination machines – the Titan combination machines feature the Aeroboost 3-stage fan (PATENTED) and offer users an incredible amount of efficiency. The dual engine Titan configuration results in a 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure (lift). These statistics result in a machine that offers high performance while being very environmentally friendly in regard to noise and carbon footprint. Neptune Trailer-Mounted Unit – the Neptune is a combination jet/vac machine that is either trailer or skid mounted. It is offered with either a 535 or 845 gallon debris tank and 225 or 325 gallons of water tank capacity. This unit is a portable and powerful option in a smaller footprint ideal for schools, colleges and small local governments. Vac-Con Jet ONLY Machines VJ375 – a single axle trailer-mounted unit with 375 gallons of water VJ750 – a tandem axle trailer-mounted unit with 750 gallons of water VJT1500 – a truck-mounted, enclosed jetter unit with 1,500 gallons of water Hot Shot – The Hotshot is a truck chassis mounted machine that offers up to 2,500 gallons of water capacity and is ideal for large sewer and pipeline jetting and cleaning. Vac-Con Hydro-Excavation Machines Mudslinger MS – a trailer or skid-mounted hydro-excavation unit available in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The Mudslinger MS is built to function as a standalone unit or as a complement to additional excavation equipment. Mudslinger MST – The MST is available on an F650 (26,000lb) or larger chassis and is offered in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The MST offers the Mudslinger trailer unit on a convenient small footprint chassis configuration. Mudslinger MXT – The MXT is a simple, chassis-mounted unit that offers the powerful Vac-Con system in an easy-to-use configuration. Mudslinger CXT – The CXT is a chassis-mounted hydro-excavation machine available from 3 to 16 yard debris tank and 800 to 1,300 gallons of water. This is the legacy Vac-Con hydro-excavation machine. Mudslinger EXT – The EXT is offered in a 12 yard debris tank and 1,500 gallons of water. This unit features an enclosed operator station, and insulated water system and components. The EXT is designed for harsh weather and below freezing environment excavation. Vector Industrial Vacuum units Industrial vacuum units – high vacuum, high volume industrial material conveyors offering a wide variety of products suited for heavy duty industrial cleaning and recovery applications. Noted for their simple rugged durability, Vector machines can be found around the world on the job in shipyards, mines, mills, manufacturing plants, oil fields, gas well sites, refineries, rail yards, general construction sites, infrastructure remediation sites, hazardous material recovery and demolition operations, commercial roofing, abrasives and coatings industries, and others. Available in trailer mounted units and skid mounted units. Vacuum Pumper units Truck mounted vacuum units available from 1500 gallon tank capacity to 5000 gallon tank capacity for pumping large quantities of liquid waste. These trucks can be used stand alone or in synchrony with any other Vac-Con vacuuming equipment. Refurbishment Packages Refurbishment packages on several different levels for already owned Vac-Con units. These refurbishment packages, Bronze, Silver, and Gold, can help the customer over-haul their Vac-Con unit when budgets don't permit replacement units. Refurbishments take place at the factory in Green Cove Springs, Florida Accessories, wear parts and supplies - A full catalog of accessories, camera solutions, pumps, nozzles, cutters and common wear items are offered in this response. Dealer stock, demonstrator, and reconditioned units are offered in this response. These items offer solutions for budget challenged members and for those who will need immediate delivery without having to wait for new build lead time.

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Vac-Con "Vac Pumper" models fit within the grease trap cleaning equipment, portable toilet servicing equipment, Sewage pumping station maintenance equipment. The Vector VecLoader offering fits within Industrial Vacuum Equipment, Hazardous Materials Collection Equipment, HEPA filtration equipment categories.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Models offered in this category: Dual Combo, Single Combo, Dual Titan, Single Titan, 3 yard Combo, Neptune trailer.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Models offered in this category: XCavator, MXT (municipal hydro-excavator), Hydrovac (offers air and water excavation), Mudslinger trailer excavator.	*
74	Jetters and rodders	(•) Yes ( ) No	Models offered in this category: HotShot high pressure sewer jet, Vec Jet high pressure sewer trailer.	*
75	Dewatering, mud, trash, and centrifugal pumps	(•) Yes ( ) No	These items are offered within this response.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Models offered in this category: Vac Pumper	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No	All of these items are offered within this response with a 5% discount.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Operator safety is at the core of Vac-Con products. Vac-Con integrates a range of components and product features that ensure operators can work with and around these machines in the safest possible manner. - Power Level Wind Guide – an automated component that brings jetting hose out of the manhole, limiting the need for an operator to reach in or around the manhole - Outrigger Leg Magnet – A magnetic leg on the hose reel that assists with lifting service access point lids saving possible operator injury lifting heavy objects. - Grate Lifting Hook System – utilizes the boom to remove storm drain gates saving possible operator injury lifting heavy objects. - Wireless Remote with E-Stop – allows for wireless operation of the unit reducing the need for the operator to manually handle equipment. An E-Stop ensures a way to quickly terminate all functions in case of an emergency - Titan Quiet Drive – The Quiet Drive reduces noise pollution by 8%, allowing operators the ability to hear over the machine for directions and warnings - Water Tank Location – lowest center of gravity in the industry preventing truck top-heavy roll-over The operation of Vac-Con units is performed at the front of the unit with hardwired controls or wireless remotes. Operator safety is better secured with the entirety of the truck between the operator and oncoming traffic. The remote transfer case engagement is located at the front hose reel and allows for operators to control functions typically managed inside the cab. This feature is designed to start and stop the engine and engage and disengage the transfer case from the exterior front of the unit. Operator footsteps and movements in and out of the cab are mitigated, reducing the chance of injury. In addition, Allison Auto Neutral and Range Inhibit Functions are used for safety on this component.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	The Vac-Con Recycler is a combination machine outfitted with a recycling component. This system allows for users to use water already in the pipeline or recycled water from the debris tank to continue operations. This function keeps an operator on the job all day without the need to refill tanks running 50 GPM @ 3,000 PSI. The time given back to a job by reducing the need to refill water capacity increase operator efficiency. The Omnibus Precision Power Control System gives the operator control authority over all vacuum, water and engine functions, and at a centralized control panel, right where the operator is working. This coordination of systems allows the operator to use as much power as is needed, saving time and fuel while allowing precise movements of the hydraulic components. This system eliminates over 250 electrical connections and over one mile of wire in a typical Vac-Con build. The Remote Transfer Case Engagement is designed to allow operators to start and stop the engine and disengage the transfer case from the front of the unit. Located on the front hose reel, this feature will limit operator footsteps to and from the cab of the unit and allow a fast job completion. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners With a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled used for lat use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - VacCon Sourcewell Pricelist 9_30_2021.zip - Monday September 27, 2021 14:14:14
- Financial Strength and Stability - Financial Strength and Authorzation Letter.zip - Monday September 27, 2021 14:14:25
- Marketing Plan/Samples - dealers and marketing examples.zip - Monday September 27, 2021 14:14:59
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - VACCON STANDARD QUOTE EXAMPLE.pdf - Monday September 27, 2021 14:15:19
- Upload Additional Document - Performance Certs and Testimonials.zip - Monday September 27, 2021 14:15:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuCo, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Jana Sousa, Human Resources Director
PREPARED BY: Jana Sousa, Human Resources Director
SUBJECT: **Approving Adoption of California Public Employees' Retirement System (CalPERS) 457 Plan** (Human Resources Director Sousa)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution 3476-24, Approving Adoption of a CalPERS 457 Plan; and Authorize and Direct the Human Resources Director to Execute the Agreement and Related Documents on Behalf of the City.

I. BACKGROUND/ANALYSIS:

A deferred compensation plan enhances retirement savings options, thereby encouraging employees to save for additional retirement security.

The CalPERS 457 plan is efficient with service costs and educational services and offers participating employees the convenience of available learning resources on their website, and the ability to access the employee's online accounts in the same location as their health and pension benefits, via their myCalPERS account.

City employees may participate in the CalPERS 457 plan by making contributions through payroll deductions that are forwarded directly to the 457 Plan Administrator.

Plan Administrator fees are paid by the employee through a percentage charge of the employee's investment account. The City is not charged a fee for the service; however, as the fiduciary agent of the employee's deferred compensation plan, the City has an obligation to review the City's 457 plan and other available options from time to time.

II. FISCAL IMPACTS:

There is no fiscal impact associated. This item has been reviewed by the Finance Director.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

N/A

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is exempt under the provisions of the California Environmental Quality Control Act.

IX. STEPS FOLLOWING APPROVAL:

Upon approval of the agreement by the City Council, the Human Resources Director will execute the Agreement and forward it to CalPERS for processing and implementation.

Submitted by:

Jana Sousa, Human Resources Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Resolution Establishing a CalPERS 457 Plan 8.12.24

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING ADOPTION OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) 457 PLAN

WHEREAS, the City of Atwater desires to establish an additional deferred compensation plan for the benefit of its employees; and

WHEREAS, the Board of Administration (the "Board") of the California Public Employees' Retirement System ("CalPERS") has established the CalPERS 457 Plan (the "CalPERS 457 Plan) which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, the City of Atwater believes that the CalPERS Plan and the investment options available thereunder will provide valuable benefits to its employees; and

WHEREAS, the Board has appointed Voya Financial® (the Plan Recordkeeper) to perform recordkeeping and administrative services under the CalPERS 457 Plan and to act as the Board's agent in all matters relating to the administration of the CalPERS 457 Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby adopt the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the Human Resources Director to execute the attached adoption agreement on behalf of the City of Atwater and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of the City Clerk.

The foregoing resolution is hereby adopted this 12th day of August 2024.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

Employer Adoption Agreement

CalPERS 457 Plan

The employer identified below (the "Employer") adopts the CalPERS 457 Plan (the "CalPERS 457 Plan" or the "Plan") for the benefit of its employees and agrees to be bound by and subject to the terms of the Plan, as it may be amended from time to time. The Employer further agrees and represents as follows:

1. The Employer is a political subdivision of the State of California and is eligible to adopt the Plan.

2. The Employer has duly adopted a resolution (copy attached) or taken such other official action as required for its lawful adoption and implementation of the Plan and has authorized the undersigned to execute this Agreement on its behalf.

3. The Employer has received and has had the opportunity to review the following documents and information:
   - The Plan document;
   - A description of the optional provisions of the Plan;
   - A description of the investment options available to Plan participants and historical performance data for those investment options;
   - A complete description of fees and expenses that will or may be charged to Plan participants including, but not limited to, investment fees and administrative expenses; and
   - The Enrollment Kit for eligible employees, which includes forms and information for employees to participate in the Plan.

Contributions

4. The Employer understands that its employees will have the opportunity to defer their own compensation by designating an amount or percentage to be withheld from each paycheck and contributed to the Plan on the employee's behalf.

5. The Employer understands that the Plan must be made available to all employees and agrees to offer all employees the opportunity to participate in the Plan.

6. The Employer understands that the Plan cannot be made available to individuals who are not the Employer's common law employees and agrees not to offer such individuals the opportunity to participate in the Plan.

7. The Employer understands that each employee's deferrals under the Plan and any other eligible deferred compensation plan maintained by the Employer are subject to certain limits imposed by the Plan and the federal tax code. The Employer agrees to limit employees' deferrals under all plans maintained by the Employer to amounts that do not exceed applicable limitations.

8. The Employer agrees to deduct deferral amounts from employees' salaries and wages in accordance with the employees' elections, to remit all amounts deducted to the Plan as soon as reasonably practicable after such amounts are withheld, and to accurately report the amounts remitted.

9. The Employer understands and agrees that all amounts deferred under the Plan shall be 100% vested and shall be deposited in the Public Employees' Deferred Compensation Fund (the "Fund"), a trust established to hold such amounts, for the exclusive benefit of participants and their beneficiaries. The Employer shall have no right to Fund assets or to sell, redeem, or otherwise liquidate Fund assets, except as provided Plan section 10.6.

Investments

10. The Employer understands and agrees that employees who defer compensation under the Plan will have the right to direct the investment of their individual Plan accounts by choosing among the investment options selected by the CalPERS Board of Administration (the "Board") and offered under the Plan. The Employer further understands and agrees that any employee who does not provide timely directions for investing his or her account will be deemed to have selected the Plan's default investment. The Plan's default investment is currently the CalPERS Target Retirement Fund designated for an employee, based on his or her expected retirement date. The Employer understands and agrees that the Board, in its sole discretion, may add, eliminate, or consolidate investment options offered under the Plan, including the Plan's default investment option.

11. The Employer further understands and agrees that certain fees are charged to Plan participants for investment and administration expenses, and that such fees will be offset against investment returns or deducted from participants' Plan accounts periodically.

Administration

12. The Employer understands and agrees that, except as specifically set forth in the Plan, the administration of the Plan and Fund is subject to the exclusive control of the Board and that the Board has the authority to retain third parties to provide investment services, record keeping, accounting, or other services for the Plan.

13. The Employer agrees to assist and cooperate in providing Plan information to employees and to follow administrative procedures established by the Board or its designee(s) from time to time.

14. The Employer has completed the attached New Employer Data Sheet, which is incorporated by reference. The Employer hereby certifies that all information provided in connection with its adoption of the Plan is true and accurate.

15. The Employer understands and agrees that the Board has retained the power and authority to amend the Plan from time to time, subject to limitations set forth in the California Government Code and the Plan. The Employer may not amend the Plan.

16. The Employer understands and agrees that its participation in the Plan may be terminated by the Employer or by the Board upon sixty (60) days advance written notice. Upon termination, all amounts held for participants will continue to be held in the Fund for the exclusive benefit of participants and their beneficiaries, except for distributions or transfers permitted under the Plan terms.

Name of Employer: _____

By: _____ Title: _____

Date: _____

Accepted by CalPERS (or an agent duly appointed by the Board) on behalf of the Board of Administration of the California Public Employees' Retirement System.

To be completed by CalPERS

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Janell Martin, Assistant City Clerk/Records Coordinator
SUBJECT: **Approving Fee Waiver Requested by Bloss Memorial Healthcare District to use Atwater Community Center to Host a Senior Adult Information Day** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approval of a fee waiver requested by Bloss Memorial Healthcare Distrct to use the Atwater Community Center on Tuesday, September 17, 2024, from 9:00 AM to 1:00 PM; and authorizes and directs the City Manager, or designee, to execute any and all documents necessary to waive the facility rental fees associated with Bloss Memorial Healthcare District using the Atwater Community Center to host a Senior Adult Information Day.

I. BACKGROUND/ANALYSIS:

Bloss Memorial Healthcare District in conjunction with several other community sponsors, would like to host a Senior Information Day at the Atwater Community Center on Tuesday, September 17, 2024, from 7:00 AM to 3:00 PM. The event will be provided at no cost to the participants and the vendors.

This event will be open to the public and have booths to share information about various provided services.(senior adult housing, hearing aids, public transportation, the library, hearing screenings, Trust Attorney, Parkinson's specialist, senior aerobics)

Bloss Memorial Healthcare District will provide the required insurance for use of the facility.

II. FISCAL IMPACTS:

The cost the city would waive for the non-profit rental fee for the use of the Community Center is $1,520.00. This is the cost for the rental of all the rooms being used in the Community Center for 4 hours. This doesn't include the amount of a deposit that would normally be required, which would be given back to the applicant if the building was in as good of shape as before the event started, which would come out to $980.00.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's office.

IV. EXISTING POLICY:

This item is consistent with goal number three (3) of the City of Atwater's 2020-2025 Strategic Plan: to improve internal and external communication.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

The City Administration Department, Public Works, Recreation and Community Events Department collaborated and coordinated efforts to work with the Bloss Memorial Healthcare District to reserve the Atwater Community Center.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a “project” under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council's approval of Bloss Memorial Healthcare District's fee waiver request, staff will work with them to complete the necessary application and documents to use the Atwater Community Center for the event and to waive all applicable fees.

Submitted by:

Justin Vinson, Public Works Director

Approved by:

Chris Hoem, City Manager

Attachments:

1. Blos Memorial Healthcare District - Fee Waiver Request

BLOSS MEMORIAL HEALTHCARE DISTRICT

Bloss Memorial Healthcare District in conjunction with several other community sponsors, would like to host a Senior Information Day at the Atwater Community Center. Our date will be Tuesday, September 17, 2024, open to the public 9am-1pm

As you are aware our Senior Citizen population continues to grow. We are finding that many Seniors are unaware of the resources available to them. We hope to provide an Information Day that will enlighten not only our seniors, but those who may be dealing with aging loved ones.

We are providing the event at no cost to the seniors or the vendors. We will have booths set up around the large multipurpose room for the vendors who can share a little about the services they provide (IE: senior housing, hearing aids, public transportation, the library.)

In the Evelyn Chambers Room, we would like to have a stage set up to host talks and demonstrations (IE: Trust Attorney, Parkinson's specialist, senior aerobics, BINGO.) We would also like to have tables and chairs set up so that seniors could sit and listen to the presenters.

In the Jessie Frago Room, we will have a vendor providing hearing screenings.

The Kitchen would be used to provide lunch to the first 200 seniors as well as the registered vendors (food only served from kitchen no prep) at no cost to the seniors.

September 17th is traditionally one of Atwater's Senior activities day's we were hoping the City Council would consider waving the fees and costs associated with using the space, as our goal is to educate Seniors from our community regarding the resources and activities available to them.

Bloss Memorial Healthcare District is willing to provide the required Insurance for use of the facility.

Thank you for your consideration,

Kory J. Billings, CEO
Bloss Memorial
Healthcare District
209 349-0500

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Kayla Rashad, Administrative Assistant
SUBJECT: **Resolution adopting an Initial Study and Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) for the project; and approve a Tenative Pacel Map, General Plan Amendment, Variance and Site Plan for the property located on the Northwest corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004)** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony given; and

Close the public hearing; and

Motion to adopt Resolution No. 3477-24 adopting an Initial Study and Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) for residential, multi-family project; and approve a Tenative Pacel Map, General Plan Amendment, Variance and Site Plan, located on the Northwest corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004); or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

Staff recommends to continue this Public Hearing to the following City Council meeting of August 26, 2024.

II. FISCAL IMPACTS:

This item would not have any significant negative fiscal impacts. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

Atwater Municipal Code 17.24 establishes the high-density residential requirements for the R-3-1.5 designation, allowing single-family dwellings, duplexes, and multi-family structures.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing.

VIII. ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for this project under section 15073 and its findings were made public and available for a 30-day public comment period beginning on May 8, 2024. The public comment period closed on June 7, 2024. The City's intent to adopt an Initial Study and Mitigated Negative Declaration was made known under section 15070.

Furthermore, no new change in the surrounding area has occurred that would contribute to findings that would be considered significant or represent a major change to the physical environment.

IX. STEPS FOLLOWING APPROVAL:

Following approval of this Resolution from the City Council, staff will file a Notice of Determination with the Merced County Clerk's Office within five (5) working days of the adoption of this Resolution. Staff will come back for the Zone Change ordinance, as well as approval of site plan and other entitlements.

Submitted and Approved by:

Chris Hoem, City Manager

Attachments:

1. ISMND & GPA Resolution-c1
2. Public Review Draft ISMND_7212 Sunset Drive Apartments
3. RSO PC 0238-23 Resolution Signed
4. Signed Application

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND) IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE PROJECT; AND APPROVING A TENTATIVE MAP, GENERAL PLAN AMENDMENT, VARIANCE AND SITE PLAN FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF SUNSET DRIVE AND MATTHEW DRIVE, ATWATER (APN 056-540-004).

WHEREAS, at a duly noticed public hearing held on July 17, 2024, the Planning Commission of the City of Atwater recommended the City Council to adopt an Initial Study and Mitigated Negative Declaration (IS/MND) and to approve General Plan Amendment No. 23-19-0200 for the property located at APN: 056-540-004; and,

WHEREAS, the City of Atwater adopted a Resolution on August 12, 2024, to adopt an Initial Study and Mitigated Negative Declaration (IS/MND) and approved General Plan Amendment No. 23-19-0200 for the property located at APN: 056-540-004; and,

WHEREAS, the environmental assessment under the provisions of the California Environmental Quality Act (CEQA) for this project resulted in the filing of a Notice of Intent to adopt an Initial Study and Mitigated Negative Declaration (IS/MND) with mitigated measures being incorporated into the project; and,

WHEREAS, __ person(s) spoke in favor of the project, __ person(s) spoke in opposition of the project, and __ written comment(s) have been submitted either in opposition or in favor of the project; and,

WHEREAS, the site can accommodate the proposed use and not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and,

WHEREAS, the City Council has determined that the following findings can be made for the General Plan Amendment No. 23-19-0100 in support of the Project:

1. That this application proposes to construct a multi-family residential development.
2. That this site is designated by the Atwater General Plan as Very Low Density Residential.
3. That the project has prepared an Initial Study and Mitigated Negative Declaration submitted to the State Clearinghouse for thirty (30) day public review as required under Section 15073.
4. The public hearing for this project was adequately noticed and advertised.
5. Adoption of the resolution will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community and is consistent and compliant with the City's Housing Element.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Atwater does hereby adopt an Initial Study and Mitigated Negative Declaration (IS/MND); and approve General Plan Amendment No. 23-19-0200

The foregoing resolution is hereby adopted this 12th day of August, 2024.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

7212 Sunset Drive Apartments:

General Plan Amendment (GPA) 23-19-0200, Zone Change (RZ) 23-19-0100, Tentative Parcel Map (TPM) 23-19-0300, Variance (VAR) 23-19-0400, and Site Plan Review (SPR) 23-19-0500

INITIAL STUDY – MITIGATED NEGATIVE DECLARATION

PUBLIC REVIEW DRAFT

MARCH 2024

Prepared for

City of Atwater
750 Bellevue Road
Atwater, CA 95301

Table of Contents

1 INTRODUCTION 7
1.1 Regulatory Information 7
1.2 Document Format 7
2 ENVIRONMENTAL CHECKLIST FORM 9
2.1 Project Title 9
2.2 Lead Agency Name and Address 9
2.3 Contact Person and Phone Number 9
2.4 Study Prepared By 9
2.5 Project Location 9
2.6 Latitude and Longitude 9
2.7 General Plan Designation 12
2.8 Zoning 12
2.9 Description of Project 17
2.10 Project Setting and Surrounding Land Uses 17
2.11 Site Preparation 18
2.12 Project Construction and Phasing 18
2.13 Project Components 18
2.14 Other Public Agencies Whose Approval is Required 22
2.15 Consultation with California Native American Tribes 22
3 DETERMINATION 23
3.1 Environmental Factors Potentially Affected 23
3.2 Determination 23
4 EVALUATION OF ENVIRONMENTAL IMPACTS 25
4.1 AESTHETICS 25
4.1.1 Environmental Setting 25
4.1.2 Impact Assessment 26
4.1.3 Mitigation Measures 27
4.2 AGRICULTURE AND FORESTRY RESOURCES 28
4.2.1 Environmental Setting 28

4.2.2 Impact Assessment 29
4.2.3 Mitigation Measures 30
4.3 AIR QUALITY 31
4.3.1 Environmental Setting 31
4.3.2 Impact Assessment 36
4.3.3 Mitigation Measures 37
4.4 BIOLOGICAL RESOURCES 38
4.4.1 Environmental Setting 39
4.4.2 Impact Assessment 44
4.4.3 Mitigation Measures 46
4.5 CULTURAL RESOURCES 47
4.5.1 Environmental Setting 47
4.5.2 Impact Assessment 48
4.5.3 Mitigation Measures 50
4.6 ENERGY 51
4.6.1 Environmental Setting 51
4.6.2 Impact Assessment 52
4.6.3 Mitigation Measures 52
4.7 GEOLOGY AND SOILS 54
4.7.1 Environmental Setting 55
4.7.2 Impact Assessment 56
4.7.3 Mitigation Measures 58
4.8 GREENHOUSE GAS EMISSIONS 59
4.8.1 Environmental Setting 59
4.8.2 Impact Assessment 61
4.8.3 Mitigation Measures 64
4.9 HAZARDS AND HAZARDOUS MATERIAL 65
4.9.1 Environmental Setting 65
4.9.2 Impact Assessment 67
4.9.3 Mitigation Measures 69

4.10 HYDROLOGY AND WATER QUALITY 70
4.10.1 Environmental Setting 71
4.10.2 Impact Assessment 72
4.10.3 Mitigation Measures 77
4.11 LAND USE PLANNING 78
4.11.1 Environmental Setting 78
4.11.2 Impact Assessment 78
4.11.3 Mitigation Measures 79
4.12 MINERAL RESOURCES 80
4.12.1 Environmental Setting 80
4.12.2 Impact Assessment 80
4.12.3 Mitigation Measures 81
4.13 NOISE 82
4.13.1 Environmental Setting 82
4.13.2 Impact Assessment 83
4.13.3 Mitigation Measures 85
4.14 POPULATION AND HOUSING 86
4.14.1 Environmental Setting 86
4.14.2 Impact Assessment 86
4.14.3 Mitigation Measures 87
4.15 PUBLIC SERVICES 88
4.15.1 Environmental Setting 88
4.15.2 Impact Assessment 89
4.15.3 Mitigation Measures 90
4.16 RECREATION 91
4.16.1 Environmental Setting 91
4.16.2 Impact Assessment 91
4.16.3 Mitigation Measures 92
4.17 TRANSPORTATION 93
4.17.1 Environmental Setting 93

4.17.2 Impact Assessment 97
4.17.3 Mitigation Measures 99
4.18 TRIBAL CULTURAL RESOURCES 100
4.18.1 Environmental Setting 100
4.18.2 Impact Assessment 100
4.18.3 Mitigation Measures 101
4.19 UTILITIES AND SERVICE SYSTEMS 102
4.19.1 Environmental Setting 102
4.19.2 Impact Assessment 103
4.19.3 Mitigation Measures 106
4.20 WILDFIRE 107
4.20.1 Environmental Setting 107
4.20.2 Impact Assessment 107
4.20.3 Mitigation Measures 108
4.21 MANDATORY FINDINGS OF SIGNIFICANCE 109
4.21.1 Impact Assessment 109
4.21.2 Mitigation Measures. 110
5 MITIGATION MONITORING AND REPORTING PROGRAM 111
6 REPORT PREPARATION 113
7 APPENDICES 114
7.1 Appendix A: CNDDB Occurrence Report 114
7.2 Appendix B: CHRIS Search Record 115
7.3 Appendix C: NAHC SLF Results Letter 116
7.4 Appendix D: CalEEMod Results 117

Figures

Figure 2-1 Project Location 10
Figure 2-2 Project Site Aerial Image 11
Figure 2-3 City of Atwater General Plan Land Use Designation (Existing) 13
Figure 2-4 City of Atwater General Plan Land Use Designation (Proposed) 14

Figure 2-5 City of Atwater Zoning District (Existing) 15
Figure 2-6 City of Atwater Zoning District (Proposed) 16
Figure 2-7 Tentative Parcel Map 20
Figure 2-8 Project Site Plan 21
Figure 4-1 CNDDB Species Occurrences 42

Tables

Table 2-1 Proposed Development 17
Table 2-2 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties 18
Table 4-1 SJVAPCD Recommended Air Quality Thresholds of Significance2F 34
Table 4-2 SPAL Significance Thresholds 36
Table 4-3 Special-Status Species Occurrences within 5-mile radius of Project site 41
Table 4-4 Essential Habitats and Potential Existence of Special-Status Species on Site 43
Table 4-5 Consistency with General Plan Energy Conservation Policies 52
Table 4-6 Scoping Plan Priority GHG Reduction Strategies Consistency Analysis 62
Table 4-7 Projected Potable Water Demand by Sector, 2025 – 2040 73
Table 4-8 Summary of Total Water Demands by Land Use 74
Table 4-9 Discussion on Land Use Policies in the General Plan for Residential Development 79
Table 4-10 Receptors and Baseline Analyzed in the RCNM 84
Table 4-11 Project Trip Generation 98
Table 4-12 Summary of Total Wastewater Flows by Land Use 105

1 INTRODUCTION

Precision Civil Engineering, Inc. (PCE) has prepared this Initial Study/Mitigated Negative Declaration (IS/MND) on behalf of the City of Atwater (City) to address the environmental effects of the proposed 7212 Sunset Drive Apartments (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code *Section 21000 et. seq*. The City of Atwater is the Lead Agency for this proposed Project. The site and the proposed Project are described in detail in SECTION 2 ENVIRONMENTAL CHECKLIST FORM.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, et seq.), also known as the CEQA Guidelines, *Section 15064 (a)(1)* states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels.

A negative declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines *Section 15070*, a ND or mitigated ND shall be prepared for a project subject to CEQA when either:

a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or

b. The IS identified potentially significant effects, but:

> *1. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed Mitigated Negative Declaration and Initial Study is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
>
> *2. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.*

1.2 Document Format

This IS/MND contains five (5) chapters plus appendices. SECTION 1 INTRODUCTION provides bases of the IS/MND's regulatory information and an overview of the Project. SECTION 2 ENVIRONMENTAL CHECKLIST FORM provides a detailed description of Project components. SECTION 3 DETERMINATION concludes that the Initial Study is a mitigated negative declaration, identifies the environmental factors potentially affected based on the analyses contained in this IS, and includes with the Lead Agency's determination based upon those analyses. SECTION 4 EVALUATION OF ENVIRONMENTAL IMPACTS presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be potentially significant, less than significant with mitigation incorporated, less than significant, or why no impacts are expected is included. SECTION 5 MITIGATION MONITORING AND REPORTING PROGRAM presents the mitigation measures recommended in the IS/MND for the Project. The CNDDB Occurrence Report,

CHRIS Search Record, NAHC SLF Results Letter, and CalEEMod Results are provided as Appendix A, Appendix B, Appendix C, and Appendix D respectively, at the end of this document.

2 ENVIRONMENTAL CHECKLIST FORM

This section describes the components of the proposed Project in more detail, including project location, project objectives, and required project approvals.

2.1 Project Title

7212 Sunset Drive Apartments (General Plan Amendment (GPA) 23-19-0200, Zone Change (RZ) 23-19-0100, Tentative Parcel Map (TPM) 23-19-0300, Variance (VAR) 23-19-0400, and Site Plan Review (SPR) 23-19-0500)

2.2 Lead Agency Name and Address

City of Atwater
750 Bellevue Road
Atwater, CA 95301

2.3 Contact Person and Phone Number

Lead Agency Contact
City of Atwater
Greg Thompson, Deputy City Manager/ Community Development Director
(209) 357-6370
gthompson@atwater.org

Applicant Information
Apex Investment Group, LLC
3319 M Street
Merced, CA 95348
(209) 201-5839
mjawad@kw.com

2.4 Study Prepared By

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
(559) 449-4500

2.5 Project Location

The Project site is in the jurisdiction of the City of Atwater, Merced County, California. The site is located on the northwest corner of Sunset Drive and Everett Street at 7212 Sunset Dr, Atwater, CA 95301 (Figure 2-1), consisting of one (1) parcel that is approximately 1.13 acres. The site is identified by the Merced County Assessor as Assessor's Parcel Numbers (APNs) 056-540-004-000. Figure 2-2 shows the aerial image of the Project site. The Project site is a portion of Section 11, Township 7 South, Range 12 East, Mount Diablo Base and Meridian.

2.6 Latitude and Longitude

The centroid of the Project site is 37.33898549055253, -120.61733180930518.

Figure 2-1 Project Location

Figure 2-2 Project Site Aerial Image

2.7 General Plan Designation

The Project site has a City of Atwater General Plan (General Plan) land use designation of VLDR – Very Low Density Residential (Figure 2-3). According to the General Plan, the VLDR land use designation *"accommodates the needs of residents who desire large parcels and the feeling of open space integrated with a suburban lifestyle."* The permitted density range is 0 to 3.0 units per acre. General Plan Amendment (GPA) 23-19-0200 would change the land use designation from VLDR to HDR – High Density Residential (Figure 2-4).

2.8 Zoning

The Project site is in the R-E – Residential Estate zoning district (Figure 2-5). Zone Change (RZ) 23-19-0100 would change the zoning from R-E to R-3-1.5 – High Density Residential (Figure 2-6).

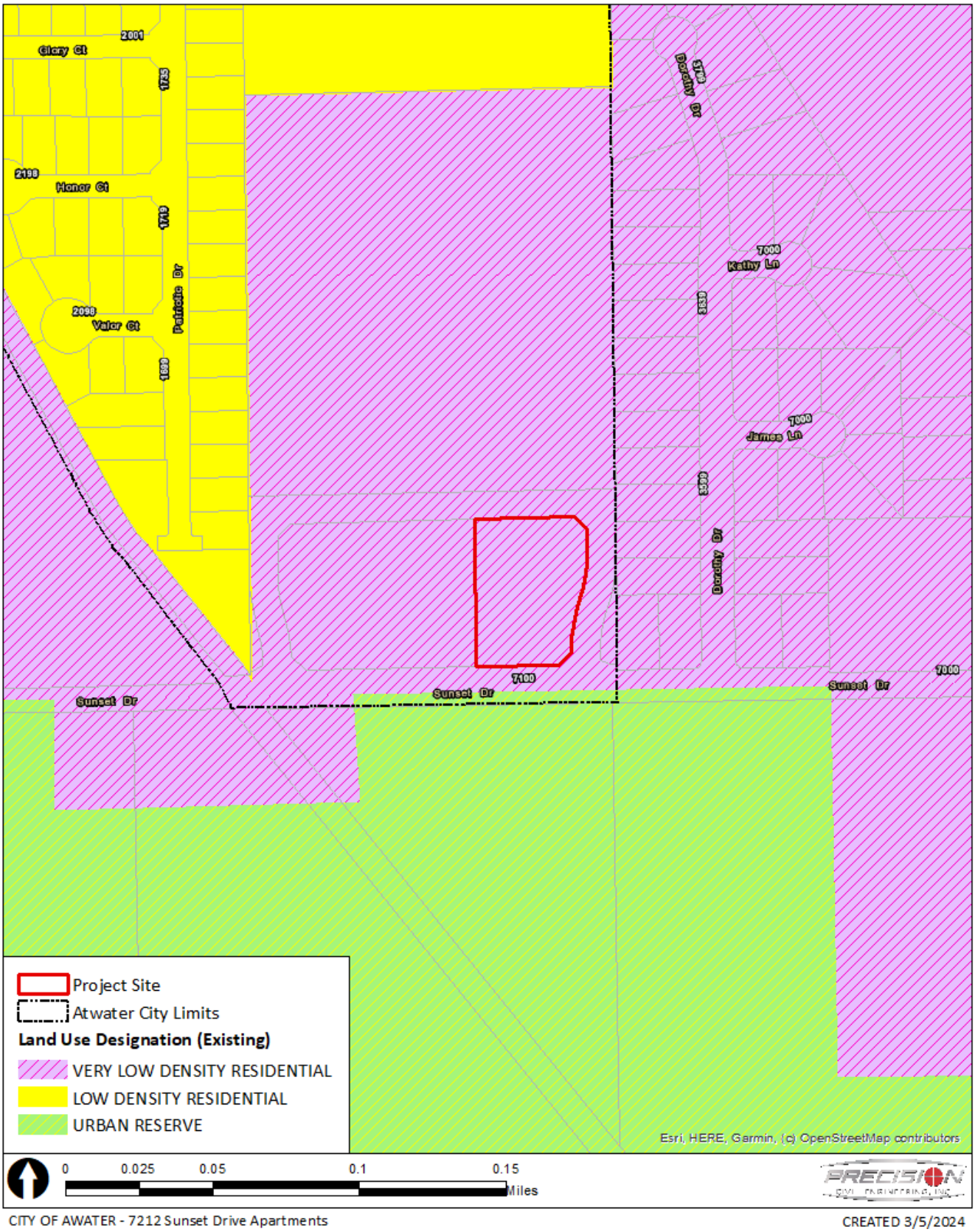
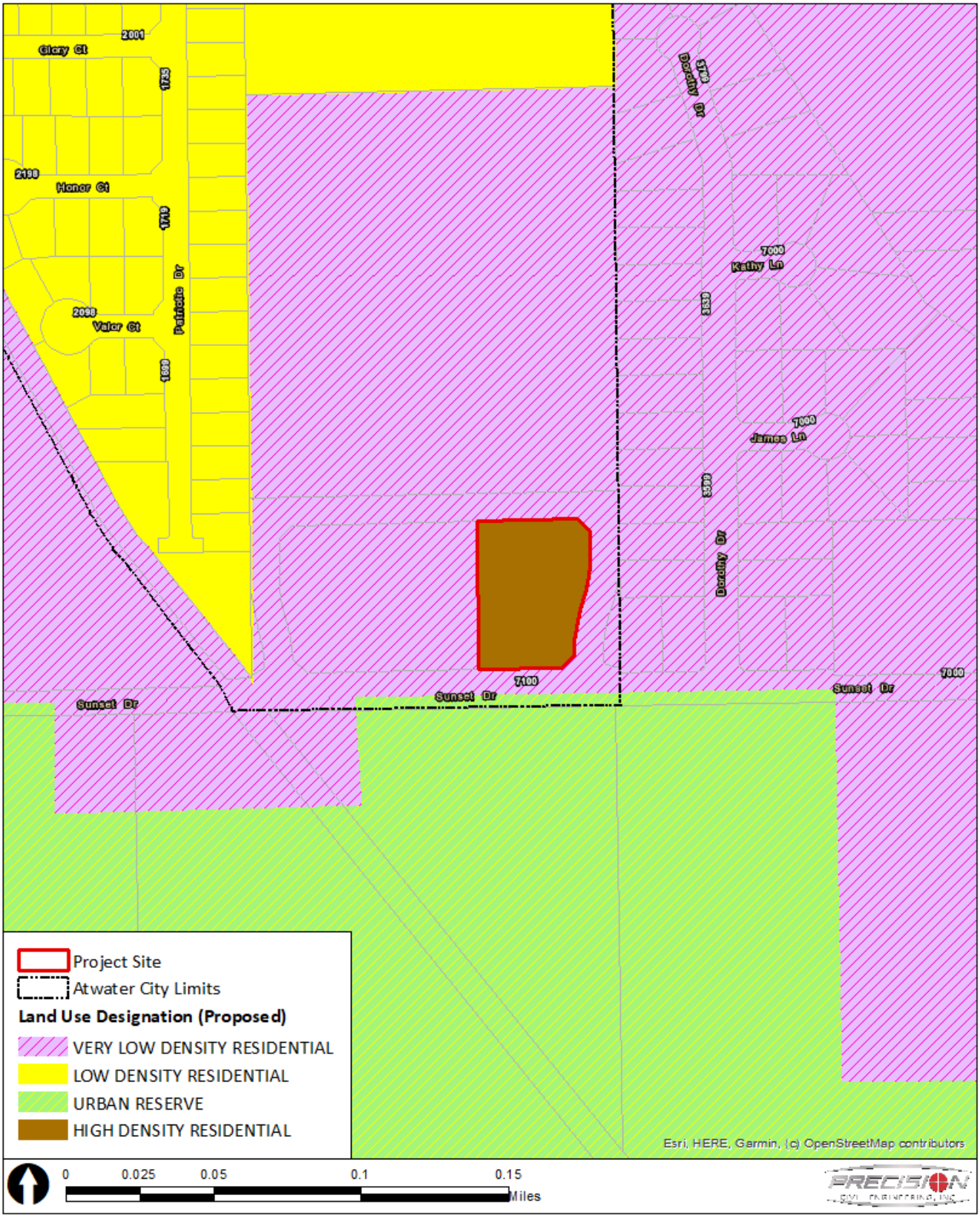


Figure 2-3 City of Atwater General Plan Land Use Designation (Existing)



CITY OF AWATER - 7212 Sunset Drive Apartments CREATED 3/5/2024

Figure 2-4 City of Atwater General Plan Land Use Designation (Proposed)

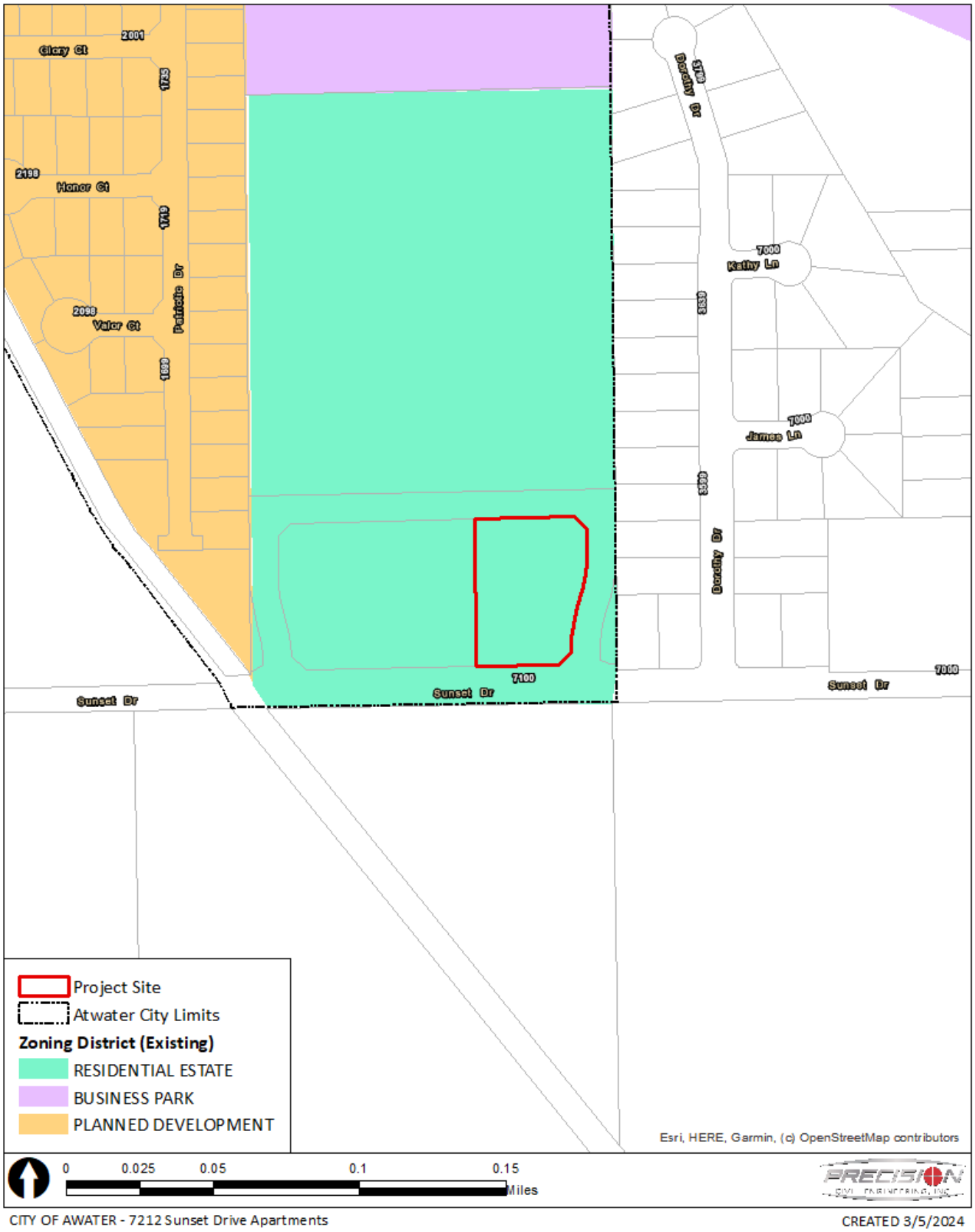


Figure 2-5 City of Atwater Zoning District (Existing)

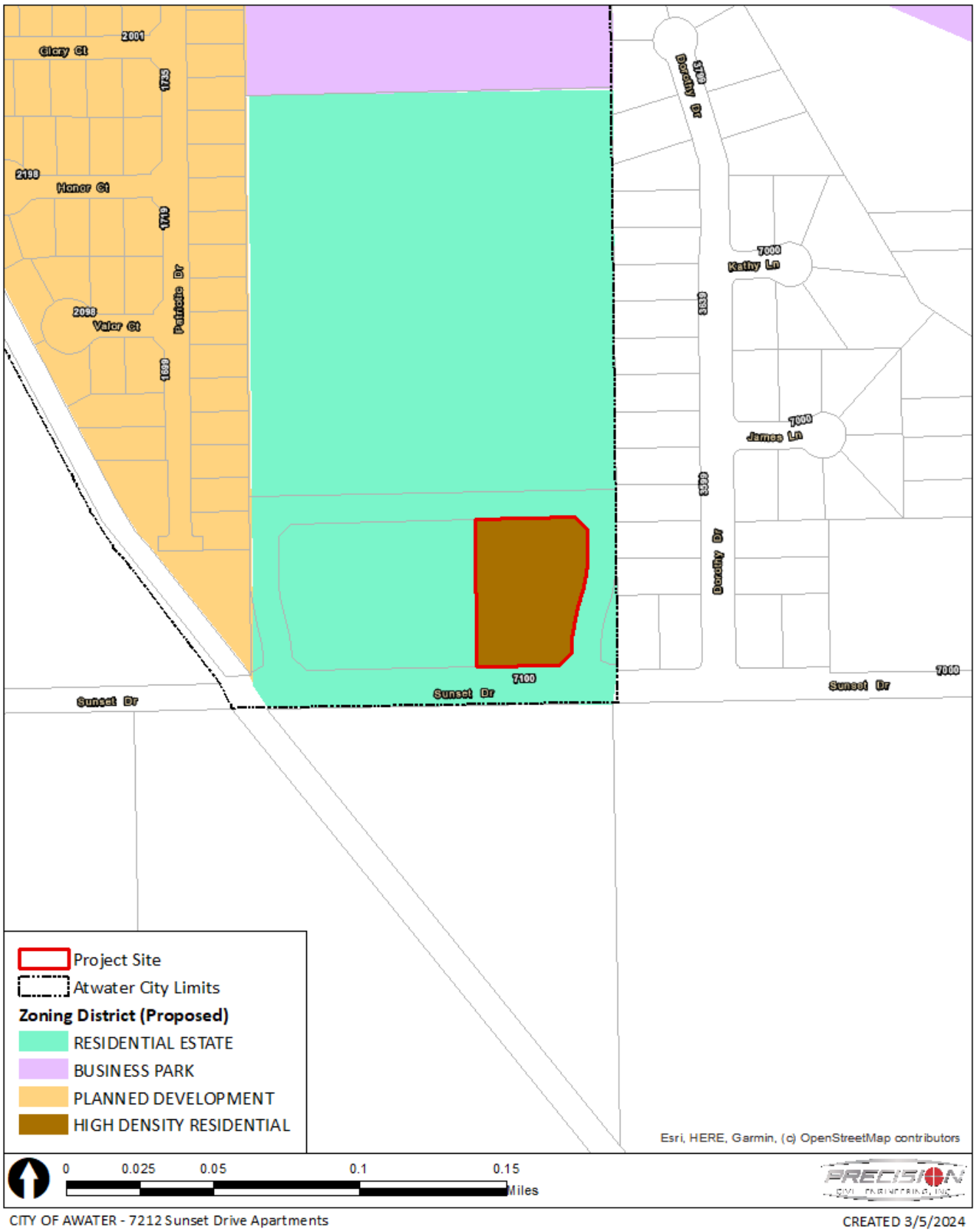


Figure 2-6 City of Atwater Zoning District (Proposed)

2.9 Description of Project

Apex Investment Group, LLC (Applicant) requests General Plan Amendment (GPA 23-19-0200), Zone Change (RZ 23-19-0200), Tentative Parcel Map (TPM 23-19-0300), Variance (VAR 23-19-0400), and Site Plan Review (SPR 23-19-0500) pertaining to a 1.13-acre parcel that is located on the northwest corner of Sunset Drive and Everett Drive at 7212 Sunset Dr, Atwater, CA 95301 (APN: 056-540-004-000).

General Plan Amendment (GPA) 23-19-0200 would change the land use designation from VLDR to HDR – High Density Residential (Figure 2-4). According to the General Plan, the HDR land use designation *"is intended to provide for multi-family units such as apartments, and/or condominiums in structures up to four stories in height."* The permitted density range is 15.1 to 35 units per acre.

Zone Change (RZ) 23-19-0100 would change the zoning from R-E to R-3-1.5 – High Density Residential (Figure 2-6). According to *Chapter 17.24* of the Atwater Municipal Code (AMC), the purpose of the R-3 zoning district is to *"provide for high residential density per acre, while protecting the value and charm of the existing residential areas, and to promote health, safety, comfort, convenience, and the general welfare."* Permitted uses include single-family dwellings, duplex, multi-family structures, supportive housing, transitional housing, and accessory uses customarily appurtenant to single-family residence (i.e., garage, parking, private swimming pools, sheds, home occupation). The proposed R-3-1.5 zoning district is consistent with the proposed HDR land use designation.

Tentative Parcel Map (TPM) 23-19-0300 would split the 1.13-acre parcel into three (3) parcels, including Parcel 1, 15,464 square feet (sf.), Parcel 2, 15,837 sf., and Parcel 3, 18,133 sf. (see Figure 2-7).

Variance (VAR) 23-19-0400 would allow a reduction of the rear yard setback from 15 feet to 10 feet.

Site Plan Review (SPR) 23-19-0500 would facilitate the development of a 2-story apartment structure on each parcel. Table 2-1 shows the structure size, landscaping, and dwelling units proposed on each parcel. Development would include paved drive aisles, 38 parking stalls, sidewalks, trash enclosures, landscaping, lighting, and underground utilities. Two (2) bioretention areas are proposed for stormwater collection as well as recreation purposes.

Table 2-1 Proposed Development

Proposed Development	Parcel 1	Parcel 2	Parcel 3
Parcel Size	15,464 sf.	15,837 sf.	18,133 sf.
Structure Size	8,140 sf.	7,260 sf.	7,260 sf.
Number of Dwelling Units	9 units	8 units	8 units
Landscaped Area	4,061 sf.	5,749 sf.	7,742 sf.
Lot Coverage	23.5%	22.9%	20.0%
Parking Stalls	12	11	15

2.10 Project Setting and Surrounding Land Uses

Project Setting

The Project site is currently vacant with no structures. The site contains existing improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. Sunset Drive, a two-lane, east-west local road forms the southerly site boundary. Matthew Street, a two-lane loop, forms the eastern and northern site boundary. An aerial image of the Project site is shown in Figure 2-2.

The site is generally flat and does not contain any geologic formations. The existing biotic conditions and resources of the site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no trees, shrubs, or water features present on the site.

Surrounding Land Uses

The Project site is generally surrounded by institutional use (north), residential use (east and south), and vacant land (west). As referenced in Table 2-2, properties to the north, east, and west are planned and zoned for residential use, and properties to the south is zoned for agricultural use within the County and planned as urban reserve.

Table 2-2 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties

Direction from the Project Site	Existing Land Use	Planned Land Use	Zone District
North	Atwater Valley Community School	Very Low Density Residential	R-E Residential Estate
South	Single-Family Residences	Urban Reserve	A-1 General Agricultural (County)
East	Single-Family Residences	Very Low Density Residential	R-1 Single Family Residential (County)
West	vacant	Very Low Density Residential	R-E Residential Estate

2.11 Site Preparation

Site preparation would include typical grading activities and minor excavation for installation of utility infrastructure for conveyance of water, sewer, stormwater, and irrigation. Demolition will be restricted to areas with newly proposed driveway approachs. Building, grading, encroachment, and site utilities permits would be subject to review and approval by the appropriate agency and/or department to ensure compliance with applicable codes and regulations.

2.12 Project Construction and Phasing

The Project would be constructed in three (3) phases. Phase 1 includes construction of the apartment building on Parcel 2 as well as two (2) ingress/egress points on Matthew Street and Everett Street. Phase 2 includes construction of the apartment building on Parcel 1. Phase 3 includes construction of the apartment building on Parcel 3 as well as the two (2) bioretention areas. Construction is expected to begin in x and conclude in x, with operations beginning in x.

2.13 Project Components

This section describes the overall components of the Project, such as the proposed buildings, landscaping, vehicle and pedestrian circulation, and utilities.

Site Layout and Elevations

As shown in Figure 2-8, the Project proposes a 25-unit multi-family residential development that consists of three (3) residential buildings, 38 parking stalls, two (2) bioretention areas, and associated improvements. The apartment buildings are 8,140 sf., 7,260 sf., and 7,260 sf., with 9 units, 8 units, and 8 units, respectively. Table 2-1 includes a breakdown of the proposed building size, landscaping, and number of parking stalls.

Site Circulation and Parking

The site would be accessible via one (1) point of ingress/egress on Matthew Street and one (1) point of ingress/egress on Everett Street. Existing 5-foot public sidewalks are located along the north, east, and west of the

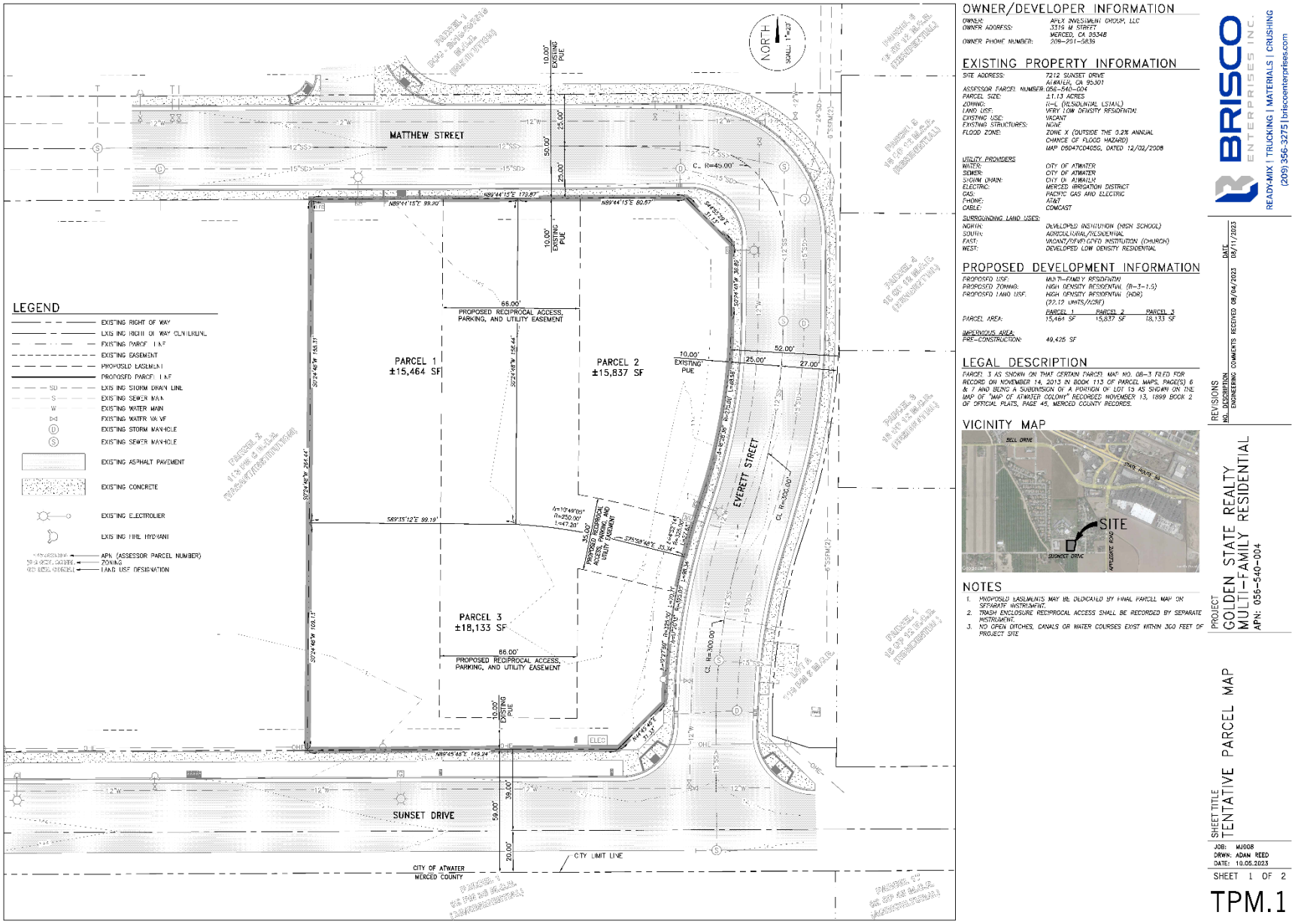
site, connecting to existing sidewalks to the adjacent property to the west. Internal circulation of the site would include a 25-foot drive aisle for automobiles and 5-foot wide concrete sidewalks for pedestrians. The Project proposes 38 parking stalls including 32 standard open parking stalls, 3 compact parking stalls, and 3 accessible parking stalls. Of the 38 parking stalls, 10% of stalls, or 4 stalls, would be required to be "EV capable" in accordance with the 2022 California Green Building Standards Code, Title 24, Part 11.

Open Space and Landscaping

Proposed open space and landscaping is depicted in Figure 2-8. The Project includes a total of 17,552 square feet of common open space throughout the site, including landscaping and areas for bioretention. 14 trees, shrubs, and ground cover are proposed throughout the interior of the site. Impervious area pre- and post-construction are estimated to be 49,425 square feet and 17,260 square feet, respectively.

Public Services and Utilities

The Project site is within city limits and thus, would be required to connect to water, wastewater, and stormwater services. Natural gas, electricity, telecommunications, and solid waste services are provided by private companies. In addition, the Project would be subject to fees for the construction, acquisition, and improvements for public services including but not limited to: Fire Protection Services, Police Protection Services, and Schools.



OWNER/DEVELOPER INFORMATION

OWNER: APEX INVESTMENT GROUP, LLC
OWNER ADDRESS: 3316 M STREET MERCED, CA 95348
OWNER PHONE NUMBER: 209-201-5836

EXISTING PROPERTY INFORMATION

SITE ADDRESS: 7212 SUNSET DRIVE ATWATER, CA 95301
ASSESSOR PARCEL NUMBER: 056-540-004
PARCEL SIZE: ±1.13 ACRES
ZONING: R-L (RESIDENTIAL LIGHT)
LAND USE: VERY LOW DENSITY RESIDENTIAL
EXISTING USE: VACANT
EXISTING STRUCTURES: NONE
FLOOD ZONE: ZONE X (OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD HAZARD) MAP 06047C0405G, DATED 12/02/2008

UTILITY PROVIDERS
WATER: CITY OF ATWATER
SEWER: CITY OF ATWATER
STORM DRAIN: CITY OF ATWATER
ELECTRIC: MERCED IRRIGATION DISTRICT
GAS: PACIFIC GAS AND ELECTRIC
PHONE: AT&T
CABLE: COMCAST

SURROUNDING LAND USES:
NORTH: DEVELOPED INSTITUTION (HIGH SCHOOL)
SOUTH: AGRICULTURAL/RESIDENTIAL
EAST: VACANT/UNDEVELOPED INSTITUTION (CHURCH)
WEST: DEVELOPED LOW DENSITY RESIDENTIAL

PROPOSED DEVELOPMENT INFORMATION

PROPOSED USE: MULTI-FAMILY RESIDENTIAL
PROPOSED ZONING: HIGH DENSITY RESIDENTIAL (R-3-1.5)
PROPOSED LAND USE: HIGH DENSITY RESIDENTIAL (HDR) (22.12 UNITS/ACRE)

	PARCEL 1	PARCEL 2	PARCEL 3
PARCEL AREA:	15,464 SF	15,837 SF	18,133 SF

IMPERVIOUS AREA:
PRE-CONSTRUCTION: 49,426 SF

LEGAL DESCRIPTION

PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 08-3 FILED FOR RECORD ON NOVEMBER 14, 2013 IN BOOK 113 OF PARCEL MAPS, PAGE(S) 6 & 7 AND BEING A SUBDIVISION OF A PORTION OF LOT 13 AS SHOWN ON THE MAP OF "MAP OF ATWATER COLONY" RECORDED NOVEMBER 13, 1899 BOOK 2 OF OFFICIAL PLATS, PAGE 45, MERCED COUNTY RECORDS.

VICINITY MAP

NOTES

1. PROPOSED EASEMENTS MAY BE DEDICATED BY FINAL PARCEL MAP OR SEPARATE INSTRUMENT.
2. TRASH ENCLOSURE RECIPROCAL ACCESS SHALL BE RECORDED BY SEPARATE INSTRUMENT.
3. NO OPEN DITCHES, CANALS OR WATER COURSES EXIST WITHIN 300 FEET OF PROJECT SITE

BRISCO ENTERPRISES INC.
READY-MIX | TRUCKING | MATERIALS | CRUSHING
(209) 356-3275 | briscoenterprises.com

REVISIONS
NO. DESCRIPTION DATE
ENGINEERING COMMENTS RECEIVED 08/04/2023 08/11/2023

PROJECT
GOLDEN STATE REALTY
MULTI-FAMILY RESIDENTIAL
APN: 056-540-004

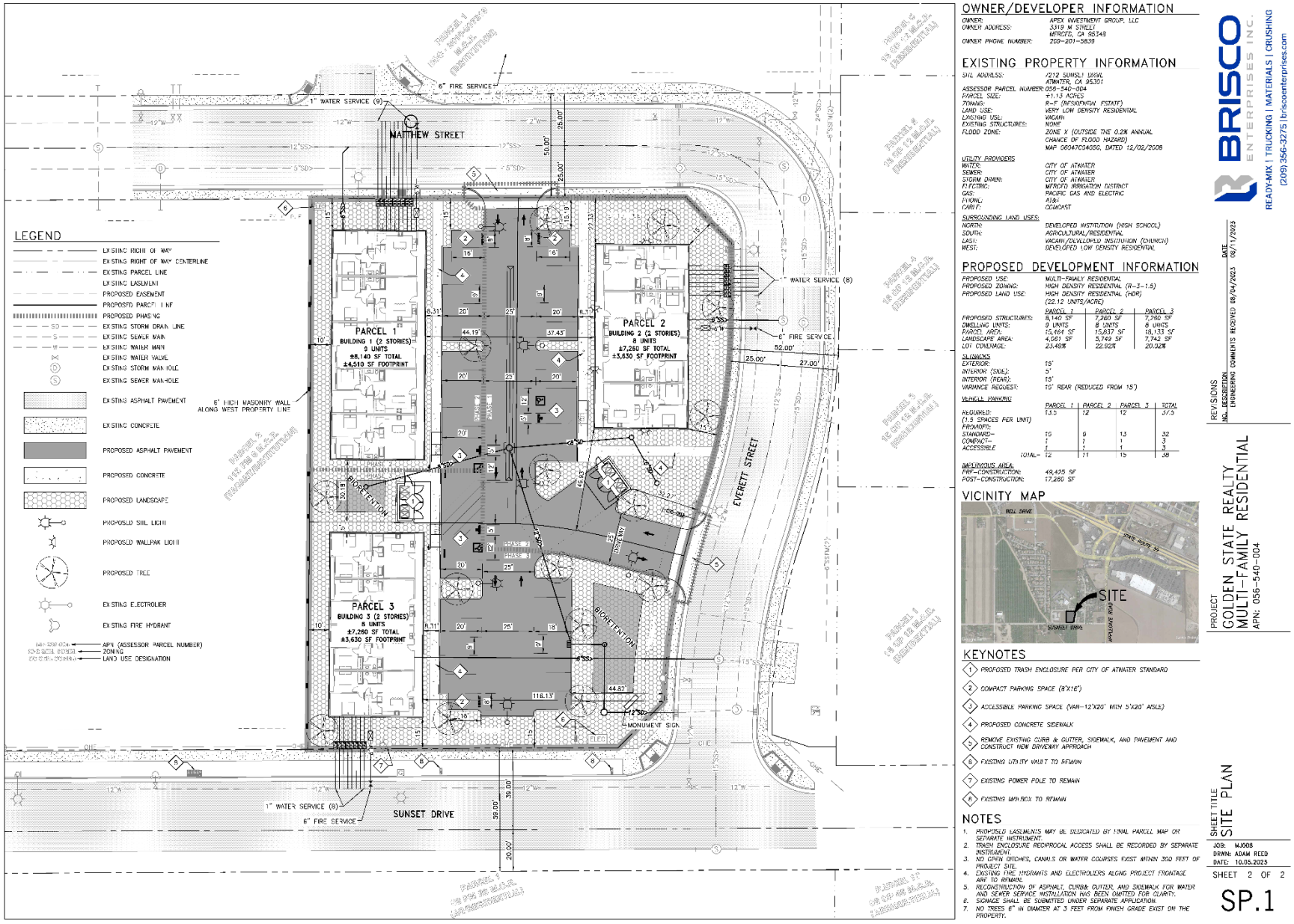
SHEET TITLE
TENTATIVE PARCEL MAP

JOB: MJ008
DRWN: ADAM REED
DATE: 10.05.2023

SHEET 1 OF 2

TPM.1

Figure 2-7 Tentative Parcel Map



OWNER/DEVELOPER INFORMATION

OWNER: APEX INVESTMENT GROUP, LLC
OWNER ADDRESS: 3319 M STREET MERCED, CA 95348
OWNER PHONE NUMBER: 209-201-5839

EXISTING PROPERTY INFORMATION

SITE ADDRESS: 7212 SUNSET DRIVE ATWATER, CA 95301
ASSESSOR PARCEL NUMBER: 056-540-004
PARCEL SIZE: ±1.13 ACRES
ZONING: R-F (RESIDENTIAL ESTATE)
LAND USE: VERY LOW DENSITY RESIDENTIAL
EXISTING USE: VACANT
EXISTING STRUCTURES: NONE
FLOOD ZONE: ZONE X (OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD HAZARD) MAP 06047C0405G, DATED 12/02/2008

UTILITY PROVIDERS
WATER: CITY OF ATWATER
SEWER: CITY OF ATWATER
STORM DRAIN: CITY OF ATWATER
ELECTRIC: MERCED IRRIGATION DISTRICT
GAS: PACIFIC GAS AND ELECTRIC
PHONE: AT&T
CABLE: COMCAST

SURROUNDING LAND USES:
NORTH: DEVELOPED INSTITUTION (HIGH SCHOOL)
SOUTH: AGRICULTURAL/RESIDENTIAL
EAST: VACANT/DEVELOPED INSTITUTION (CHURCH)
WEST: DEVELOPED LOW DENSITY RESIDENTIAL

PROPOSED DEVELOPMENT INFORMATION

PROPOSED USE: MULTI-FAMILY RESIDENTIAL
PROPOSED ZONING: HIGH DENSITY RESIDENTIAL (R-3-1.5)
PROPOSED LAND USE: HIGH DENSITY RESIDENTIAL (HDR) (22.12 UNITS/ACRE)

	PARCEL 1	PARCEL 2	PARCEL 3
PROPOSED STRUCTURES:	8,140 SF	7,260 SF	7,260 SF
DWELLING UNITS:	9 UNITS	8 UNITS	8 UNITS
PARCEL AREA:	15,464 SF	15,837 SF	18,133 SF
LANDSCAPE AREA:	4,661 SF	5,749 SF	7,742 SF
LOT COVERAGE:	23.48%	22.92%	20.32%

SETBACKS
EXTERIOR: 15'
INTERIOR (SIDE): 5'
INTERIOR (REAR): 15'
VARIANCE REQUEST: 10' REAR (REDUCED FROM 15')

VEHICLE PARKING

	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
REQUIRED (1.5 SPACES PER UNIT)	13.5	12	12	37.5
PROVIDED:				
STANDARD=	10	9	13	32
COMPACT=	1	1	1	3
ACCESSIBLE	1	1	1	3
TOTAL=	12	11	15	38

IMPERVIOUS AREA:
PRE-CONSTRUCTION: 49,425 SF
POST-CONSTRUCTION: 17,260 SF

VICINITY MAP

KEYNOTES

1. PROPOSED TRASH ENCLOSURE PER CITY OF ATWATER STANDARD
2. COMPACT PARKING SPACE (8'X16')
3. ACCESSIBLE PARKING SPACE (VAN=12'X20' WITH 5'X20' AISLE)
4. PROPOSED CONCRETE SIDEWALK
5. REMOVE EXISTING CURB & GUTTER, SIDEWALK, AND PAVEMENT AND CONSTRUCT NEW DRIVEWAY APPROACH
6. EXISTING UTILITY VAULT TO REMAIN
7. EXISTING POWER POLE TO REMAIN
8. EXISTING MAILBOX TO REMAIN

NOTES

1. PROPOSED LOT LINES MAY BE ELIMINATED BY FINAL PARCEL MAP OR SEPARATE INSTRUMENT.
2. TRASH ENCLOSURE RECIPROCAL ACCESS SHALL BE RECORDED BY SEPARATE INSTRUMENT.
3. NO OPEN DITCHES, CANALS OR WATER COURSES EXIST WITHIN 350 FEET OF PROJECT SITE.
4. EXISTING FIRE HYDRANTS AND ELECTROLIERS ALONG PROJECT FRONTAGE ARE TO REMAIN.
5. RECONSTRUCTION OF ASPHALT, CURB& GUTTER, AND SIDEWALK FOR WATER AND SEWER SERVICE INSTALLATION HAS BEEN OMITTED FOR CLARITY.
6. SIGNAGE SHALL BE SUBMITTED UNDER SEPARATE APPLICATION.
7. NO TREES 6" IN DIAMETER AT 3 FEET FROM FINISH GRADE EXIST ON THE PROPERTY.

BRISCO ENTERPRISES INC.
READY-MIX | TRUCKING | MATERIALS | CRUSHING
(209) 356-3275 | briscoenterprises.com

REVISIONS
NO. DESCRIPTION DATE
ENGINEERING COMMENTS RECEIVED 08/04/2023 06/11/2023

PROJECT
GOLDEN STATE REALTY
MULTI-FAMILY RESIDENTIAL
APN: 056-540-004

SHEET TITLE
SITE PLAN

JOB: MJ008
DRWN: ADAM REED
DATE: 10.05.2023

SHEET 2 OF 2

SP.1

Figure 2-8 Project Site Plan

2.14 Other Public Agencies Whose Approval is Required

The Project would require approval by the City of Atwater City Council. The Project will require review, permits, and/or approvals, such as grading, building, and encroachment permits. Other approvals may be required as identified through the entitlement review and approval process.

2.15 Consultation with California Native American Tribes

The State requires lead agencies to consider the potential effects of proposed projects and consult with California Native American tribes during the local planning process for the purpose of protecting Traditional Tribal Cultural Resources through the CEQA Guidelines. Pursuant to PRC *Section 21080.3.1*, the lead agency shall begin consultation with the California Native American tribe that is traditionally and culturally affiliated with the geographical area of the proposed project. Such significant cultural resources are either sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe which is either on or eligible for inclusion in the California Historic Register or local historic register, or, the lead agency, at its discretion, and support by substantial evidence, choose to treat the resources as a Tribal Cultural Resources (PRC *Section 21074(a)(1-2)*). According to the most recent census data, California is home to 109 currently recognized Indian tribes.

Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC *Section 21083.3.2*.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC *Section 21082.3(c)* contains provisions specific to confidentiality.

A consultation list of tribes with traditional lands or cultural places located within Merced County was requested and received from the California Native American Heritage Commission (NAHC) on December 21, 2023. The listed tribes include Amah Mutsun Tribal Band, Dumna Wo-Wah Tribal Government, North Fork Rancheria of Mono Indians*, North Valley Yokut / Ohlone Tribe, Southern Sierra Miwuk Nation, Table Mountain Rancheria*, Tule River Indian Tribe*, and Wuksachi Indian Tribe/Eshom Valley Band. The NAHC also conducted a Sacred Lands File (SFL) search which was negative. **Federally recognized tribe.*

The City of Atwater conducted formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on January 9, 2024, to the aforementioned tribes. Consultation for AB 52 ends on February 9, 2024, and consultation for SB 18 ends on April 8, 2024. No responses have been received to-date.

3 DETERMINATION

3.1 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- ☐ Aesthetics
- ☐ Agriculture and Forestry Resources
- ☐ Air Quality
- ☐ Biological Resources
- ☒ Cultural Resources
- ☐ Energy
- ☐ Geology and Soils
- ☐ Greenhouse Gas Emissions
- ☐ Hazards and Hazardous Materials
- ☐ Hydrology and Water Quality
- ☐ Land Use Planning
- ☐ Mineral Resources
- ☐ Noise
- ☐ Population and Housing
- ☐ Public Services
- ☐ Recreation
- ☐ Transportation
- ☒ Tribal and Cultural Resources
- ☐ Utilities and Service Systems
- ☐ Wildfire

For purposes of this Initial Study, the following answers have the corresponding meanings:

"No Impact" means the specific impact category does not apply to the project, or that the record sufficiently demonstrates that project specific factors or general standards applicable to the project will result in no impact for the threshold under consideration.

"Less Than Significant Impact" means there is an impact related to the threshold under consideration, but that impact is less than significant.

"Less Than Significant with Mitigation Incorporation" means there is a potentially significant impact related to the threshold under consideration, however, with the mitigation incorporated into the project, the impact is less than significant. For purposes of this Initial Study "mitigation incorporated into the project" means mitigation originally described in the GP PEIR and applied to an individual project, as well as mitigation developed specifically for an individual project.

"Potentially Significant Impact" means there is substantial evidence that an effect may be significant related to the threshold under consideration.

3.2 Determination

On the basis of this initial evaluation (to be completed by the Lead Agency):

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An EIR is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Approved By:

Greg Thompson, City Manager/Community Development Director Date
City of Atwater, Community Development Department

4 EVALUATION OF ENVIRONMENTAL IMPACTS

4.1 AESTHETICS

Except as provided in Public Resources Code Section 21099, **would the project:**		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista?				X
b)	Substantially damage scenic resources, including, but not limited to, trees, rock out-croppings, and historic buildings within a state scenic highway?				X
c)	In non-urbanized areas, substantially degrade the existing visual character or quality public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

4.1.1 Environmental Setting

Generally, aesthetics may include scenic vistas and scenic resources (e.g. trees, rock outcroppings, historic buildings, and highways). The City of Atwater's visual features predominately includes urbanized and agricultural land uses. The Atwater General Plan (General Plan) recognizes the city's scenic resources to be "open space areas" (i.e., agricultural lands) in addition to several transportation routes or "scenic corridors". The General Plan does not identify or designate "scenic vistas." The identified scenic corridors include Atwater Boulevard, First Street, Bellevue Road, Shaffer Road, Winton Way, Broadway from Winton Way to First Street, Buhach Road, Third Street, Part of Grove Avenue, and all entrances to the city. Although there are two (2) state-designated scenic highways in the County of Merced (SR 152 and Interstate 5), these highways are not within city limits and thus, the City does not designate them as scenic resources. Lastly, the General Plan identifies places of contemporary historical significance in the city including the Bloss Manson, Bloss Library, and Castle Air Museum.

The Project site is currently vacant with improvements along all street frontages. The site is generally flat and does not contain any geologic formations. The Project site is generally surrounded by institutional use (north), residential use (east and south), and vacant land (west).

California Scenic Highway Program

The California Scenic Highway Program was established in 1963 with the purpose of protecting and enhancing the natural scenic beauty of California highways and adjacent corridors, through special conservation treatment. A highway may be designated scenic depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view. There are no officially designated State Scenic Highways in the City of Atwater, inclusive of the Project site. [1]

4.1.2 Impact Assessment

Except as provided in PRC Section 21099, would the project:

a) Have a substantial adverse effect on a scenic vista?

No Impact. The Project site is vacant and surrounded by urban development. The site is not adjacent to scenic corridors identified in the General Plan. In addition, the site is not near state-designated scenic highways and does not contain any historic buildings or places of contemporary historical significance according to the General Plan. As a result, the Project would not adversely affect scenic vistas and no impact would occur because of the Project.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. According to the California State Scenic Highway Program, there are no officially designated State Scenic Highways in the City of Atwater, inclusive of the Project site. As such, the proposed Project would not damage scenic resources, including trees, rock out-croppings, and historic buildings within a state scenic highway and no impact would occur as a result of the Project.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. The Project site is in an urbanized area surrounded by urban development, including institutional and residential uses. Development of the Project site, including three (3) 2-story apartment buildings, will not have a significantly different character from the surrounding area. Further, the proposed use is subject to compliance with applicable zoning and other regulations governing scenic quality, which will ensure the minimization of any visual impact by upholding the visual character or quality of public views of the site and its surroundings. Through the entitlement process, the Project would be subject to compliance with applicable policies and regulations that govern scenic quality including but not limited to the General Plan, AMC, and California Building

[1] Caltrans. California State Scenic Highway System Map. Accessed on December 12, 2023, https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa

Code (CBC). Compliance would ensure that development of the site would not conflict with applicable zoning and other regulations governing scenic quality. Therefore, a less than significant impact would occur because of the Project.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Generally, lighting impacts are associated with artificial lighting in evening hours either through interior lighting from windows or exterior lighting (e.g., street lighting, parking lot lighting, landscape lighting, cars, and trucks). Development of the Project site would incrementally increase the amount of light from streetlights, exterior lighting, and vehicular headlights. Such sources could create adverse effects on day or nighttime views in the area.

As mentioned above, the Project would introduce new light sources into the area, including temporary light and glare resulting from construction activities that could adversely affect day or nighttime views. Although construction activities are anticipated to occur primarily during daylight hours, it is possible that some activities could occur during dusk or early evening hours (pursuant to Atwater Municipal Code *Section 8.44.050*, construction activities are allowed between 7:00 AM and 7:00 PM). Construction during these time periods could result in light and glare from construction vehicles or equipment. However, construction would occur primarily during daylight hours and would be temporary in nature. Once construction is completed, any light and glare from these activities would cease to occur.

Regarding operations, the Project includes lighting fixtures to provide interior lighting, lamps, outdoor lighting, etc. Lighting design would be required to comply with the AMC, which contains specific, enforceable requirements and/or restrictions intended to prevent light and glare impacts (pursuant to Atwater Municipal Code *Section 8.32.030*, the City does not allow lights, lighted signs, or other devices that direct or reflect glare onto public right-of-way or neighboring properties). The lighting design guide covers outdoor spaces including regulations for mounted luminaires (i.e., high efficacy, motion sensor controlled, time clocks, energy management control systems, etc.). As such, conditions imposed on the Project by the City of Atwater, in addition to Title 24 requirements, would reduce light and glare impacts to a less than significant impact.

4.1.3 Mitigation Measures

None required.

4.2 AGRICULTURE AND FORESTRY RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farm-land), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				X
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

4.2.1 Environmental Setting

The Project site is located within the Atwater city limits and is planned and zoned for residential uses. The site is generally flat and does not contain any geologic formations. The Project site is generally surrounded by institutional use, residential use, and vacant land. The Project site is currently vacant with improvements including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. The existing biotic conditions and resources of the site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no trees, shrubs, or water features present on the site. Lastly, the Project site does not contain any agricultural or forestry resources such as agricultural land, forest land, or timberland.

Farmland Monitoring and Mapping Program

The California Department of Conservation manages the Farmland Mapping and Monitoring Program (FMMP) that provides maps and data for analyzing land use impacts to farmland. The FMMP produces the Important Farmland Finder as a resource map that shows quality (soils) and land use information. Agricultural land is rated according to soil quality and irrigation status, in addition to many other physical and chemical characteristics. The highest quality land is called "Prime Farmland" which is defined by the FMMP as *"farmland with the best combination of physical and chemical features able to sustain long term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.* [2] Maps are updated every two years. According to the FMMP, California Important Farmland Finder, the Project site, and all properties in its immediate vicinity are classified as "Urban and Built-Up Land." [3]

California Land Conservation Act

The California Land Conservation Act of 1965 (i.e., the Williamson Act) allows local governments to enter contracts with private landowners to restrict parcels of land agricultural or open space uses. In return, property tax assessments of the restricted parcels are lower than full market value. The minimum length of a Williamson Act contract is 10 years and automatically renews upon its anniversary date; as such, the contract length is essentially indefinite. The Project site is not subject to the Williamson Act.

4.2.2 Impact Assessment

Would the project:

a) *Conv*ert *Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farm*l*and Mapping and Monitoring Program of the California Resources Agency, to non-agricultural* use?

No Impact. According to the FMMP, the Project site is designated as "Urban and Built-Up Land." As such, the Project site is not located on lands designated as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Importance." Therefore, the Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use and no impact would occur.

b) *Conflict with existing zoning for agricultural use or a Williamson Act contract?*

No Impact. The Project site is not zoned for agricultural use and is not subject to the Williamson Act. Therefore, the Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract and no impact would occur.

c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

[2] California Department of Conservation. Important Farmland Categories. Accessed on December 12, 2023, https://www.conservation.ca.gov/dlrp/fmmp/Pages/Important-Farmland-Categories.aspx
[3] California Department of Conservation. (2018). California Important Farmland Finder. Accessed on December 12, 2023, https://maps.conservation.ca.gov/DLRP/CIFF/

No Impact. The Project site does is not planned or zoned for forest land or timberland. Further, the Project site would not cause the rezoning of forest land, timberland, or timberland zoned Timberland Production. As a result, the Project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production and no impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The Project site does not contain forest land and is not planned or zoned for forest land or forest uses. Development of the Project site would therefore not result in the loss of forest land or conversion of forest land to non-forest use. As a result, no impact would occur.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No impact. The Project site is planned and zoned for residential uses and does not contain agricultural or forestry uses or resources. The properties in the immediate vicinity of the Project site also do not contain agricultural or forestry uses or resources. According to the FMMP, California Important Farmland Finder, the Project site and the properties in its immediate vicinity are classified as "Urban and Built-Up Land." Therefore, future development of the Project site with residential development would be generally consistent with the existing environment of the surrounding, urbanized, and non-agricultural or forestry uses. As a result, the Project would not involve other changes in the existing environment that could result in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. Therefore, no impact would occur because of the Project.

4.2.3 Mitigation Measures

None required.

4.3 AIR QUALITY

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Conflict with or obstruct implementation of the applicable air quality plan?			X	
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c)	Expose sensitive receptors to substantial pollutant concentrations?			X	
d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

4.3.1 Environmental Setting

Atwater lies within the central portion of the San Joaquin Valley Air Basin that is bounded by the Sierra Nevada Mountain range to the east, Coastal Ranges to the west, and Tehachapi mountains to the south. The San Joaquin Valley Air Pollution Control District (SJVAPCD) regulates air quality in eight counties including: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare. The SJVAPCD oversees the SJVAB.

Impacts on air quality result from emissions generated during short-term activities (construction) and long-term activities (operations). Construction-related emissions consist mainly of exhaust emissions (NOx and PM) from construction equipment and other mobile sources, and fugitive dust (PM) emissions from earth moving activities. Operational emissions are source specific and consist of permitted equipment and activities and non-permitted equipment and activities.

Air pollution in the SJVAB can be attributed to both human-related (anthropogenic) and natural (non-anthropogenic) activities that produce emissions. Air pollution from significant anthropogenic activities in the SJVAB includes a variety of industrial-based sources as well as on- and off-road mobile sources. Four main sources of air pollutant emissions in the SJVAB are motor vehicles, industrial plants, agricultural activities, and construction activities. All four (4) of the major pollutant sources affect ambient air quality throughout the SJVAB. These sources, coupled with geographical and meteorological conditions unique to the area, stimulate the formation of unhealthy air. Air pollutants can remain in the atmosphere for long periods and can build to unhealthful levels when stagnant conditions that are common in the San Joaquin Valley occur. Pollutants are transported downwind from urban areas with many emission sources which are also recirculated back to the urban areas.

Further, the SJVAB is in non-attainment for ozone, PM_{10}, and $PM_{2.5}$, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. Air quality standards have been set to protect

public health, particularly the health of vulnerable people. Therefore, if the concentration of those contaminants exceeds the norm, some susceptible individuals in the population are likely to experience health effects. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects.

San Joaquin Valley Air Pollution Control District

The SJVAPCD is the agency primarily responsible for ensuring that NAAQS and CAAQS are not exceeded and that air quality conditions are maintained in the SJVAB, within which the Project is located. Responsibilities of the SJVAPCD include, but are not limited to, preparing plans for the attainment of ambient air quality standards, adopting and enforcing rules and regulations concerning sources of air pollution, issuing permits for stationary sources of air pollution, inspecting stationary sources of air pollution and responding to citizen complaints, monitoring ambient air quality and meteorological conditions, and implementing programs and regulations required by the FCAA and the CCAA.

The SJVAPCD rules and regulations that may apply to projects that will occur during buildout of the project include but are not limited to the following:

> ***Rule 2010 – Permits Required.*** *The purpose of this rule is to require any person constructing, altering, replacing or operating any source operation which emits, may emit, or may reduce emissions to obtain an Authority to Construct or a Permit to Operate. This rule also explains the posting requirements for a Permit to Operate and the illegality of a person willfully altering, defacing, forging, counterfeiting or falsifying any Permit to Operate.*
>
> ***Rule 2201 – New and Modified Stationary Source Review Rule.*** *The purpose of this rule is to provide for the following:*
>
> *The review of new and modified Stationary Sources of air pollution and to provide mechanisms including emission trade-offs by which Authorities to Construct such sources may be granted, without interfering with the attainment or maintenance of Ambient Air Quality Standards; and*
>
> *No net increase in emissions above specified thresholds from new and modified Stationary Sources of all nonattainment pollutants and their precursors.*
>
> ***Rule 4001 – New Source Performance Standards.*** *This rule incorporates the New Source Performance Standards from Part 60, Chapter 1, Title 40, Code of Federal Regulations (CFR).*
>
> ***Rule 4002 – National Emission Standards for Hazardous Air Pollutants.*** *This rule incorporates the National Emission Standards for Hazardous Air Pollutants from Part 61, Chapter I, Subchapter C, Title 40, Code of Federal Regulations (CFR) and the National Emission Standards for Hazardous Air Pollutants for Source Categories from Part 63, Chapter I, Subchapter C, Title 40, Code of Federal Regulations (CFR).*
>
> ***Rule 4102 – Nuisance.*** *The purpose of this rule is to protect the health and safety of the public and applies to any source operation that emits or may emit air contaminants or other materials.*
>
> ***Rule 4601 – Architectural Coatings.*** *The purpose of this rule is to limit VOC emissions from architectural coatings. This rule specifies architectural coatings storage, cleanup, and labeling requirements.*

Rule 4641 – Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations. *The purpose of this rule is to limit VOC emissions from asphalt paving and maintenance operations. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.*

Regulation VIII – Fugitive PM10 Prohibitions. *The purpose of Regulation VIII (Fugitive PM10 Prohibitions) is to reduce ambient concentrations of fine particulate matter (PM10) by requiring actions to prevent, reduce or mitigate anthropogenic fugitive dust emissions.*

Rule 9510 – Indirect Source Review. *The purposes of this rule are to:*

1. Fulfill the District's emission reduction commitments in the PM10 and Ozone Attainment Plans.

2. Achieve emission reductions from the construction and use of development projects through design features and on-site measures.

3. Provide a mechanism for reducing emissions from the construction of and use of development projects through off-site measures.

Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the SJVAPCD has published the *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI). SJVAPCD recommends a three (3)-tiered approach to air quality analysis based on project size to allow quick screening for CEQA impacts:

1. ***Small Project Analysis Level (SPAL):*** based on the District's New Source Review, the District pre-quantified emissions and determined values as thresholds of significance for criteria pollutants. Residential, commercial, retail, industrial, educational, and recreational land uses are eligible to use this for screening. The SPAL was published on November 13, 2020, by the SJVAPCD to determine potential impacts in GAMAQI.[4] SPAL is based on a CalEEMod version 2016.3.2.
2. ***Cursory Analysis Level (CAL):*** CAL is used to determine significance on projects that exceed the SPAL criteria. Analysis includes using CalEEMod to estimate emissions and air pollutants.
3. ***Full Analysis Level (FAL):*** this level of analysis is usually required for an EIR. It requires a full air quality report that describes impacts on the public.

GAMAQI also includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD-recommended thresholds of significance are used to determine whether implementation of the proposed Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact on human health and welfare. The thresholds of significance are summarized, as follows:

[4] San Joaquin Valley Air Pollution Control District. (2020). "Small Project Analysis Levels (SPAL)". Accessed on December 12, 2023, https://www.valleyair.org/transportation/CEQA%20Rules/GAMAQI-SPAL.PDF

Criteria Air Pollutants

SJVAPCD adopted thresholds of significance for criteria air pollutants, as shown in Table 4-1. The thresholds of significance are based on a calendar year basis. For construction emissions, the annual emissions are evaluated on a rolling 12-month period. The following summarizes these thresholds:

Short-Term Emissions of Particulate Matter (PM_{10}): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NOX): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_X that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM_{10}): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM_{10} that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NOX): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NOX that exceeds 10 TPY.

Table 4-1 SJVAPCD Recommended Air Quality Thresholds of Significance.[5]

Pollutant	Significance Threshold	
	Construction Emissions (tons/year)	Operational Emission (tons/year)
CO	100	100
NO_X	10	10
ROG	10	10
SO_X	27	27
PM_{10}	15	15
$PM_{2.5}$	15	15

Conflict with or Obstruct Implementation of Applicable Air Quality Plan

Air Quality Plans (AQPs) are plans for reaching the attainment of air quality standards. The applicable AQP for the SJVAB is the GAMAQI. Due to the region's nonattainment status for ozone, $PM_{2.5}$, and PM_{10}, if the Project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM_{10} would exceed the SJVAPCD's significance thresholds, then the Project would be considered to be conflicting with the AQP. In addition, if the Project would result in a change in land use and corresponding increases in vehicle miles traveled, the Project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans. Vehicle Miles Traveled are analyzed in Section 4.17.

Local Mobile-Source CO Concentrations

[5] SJVAPCD. (2015). Guidance for Assessing and Mitigating Air Quality Impacts. Accessed on December 12, 2023, https://www.valleyair.org/transportation/GAMAQI-2015/FINAL-DRAFT-GAMAQI.PDF

Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e., 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Toxic Air Contaminants

Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than one (1).

As recommended by the SJVAPCD, the latest approved California Air Pollution Control Officer's Association (CAPCOA) methodology was utilized as the TAC screening methodology. According to the CAPCOA Guidance Document titled "Health Risk Assessments for Proposed Land Use Projects," there are two types of land use project that have the potential to cause long-term public health risk impacts. These project types are as follows:

- *Type A: Land use projects with toxic emissions that impact receptors, and*
- *Type B: Land use project that will place receptors in the vicinity of existing toxics sources.*

In this Guidance document, Type A projects examples are (project impacts receptors):

- *combustion related power plants,*
- *gasoline dispensing facilities,*
- *asphalt batch plants,*
- *warehouse distribution centers,*
- *quarry operations, and*
- *other stationary sources that emit toxic substances.*

Odor

The intensity of an odor source's operations and its proximity to sensitive receptors influences the potential significance of odor emissions. Specific land uses that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. The SJVAPCD has identified these common types of facilities that have been known to produce odors in the SJVAB and has prepared screening levels for potential odor sources ranging from one to two miles of distance from the odor-producing facility to sensitive receptors. Odor impacts would be considered significant if the project has the potential to frequently expose members of the public to objectionable odors.

Ambient Air Quality

The SJVAPCD applies the following guidance in determining whether an ambient air quality analysis should be performed: when assessing the significance of project-related impacts on air quality, it should be noted that the impacts may be significant when on-site emission increases from construction activities or operational activities exceed the 100 pounds per day screening level of any criteria pollutant after implementation of all enforceable mitigation measures. Under such circumstances, the SJVAPCD recommends that an ambient air quality analysis be performed.

Small Project Analysis Level

The SPAL identifies pre-quantified emissions and determined values related to project type, size, and number of vehicle trips. According to the SPAL, projects that fit specified descriptions are deemed to have a less than significant impact on air quality and as such are excluded from quantifying criteria pollutant emissions for CEQA purposes.

Methodology

SJVACPD's Guidelines recommend using the CalEEMod software program to calculate project emissions. CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions from land use projects. The model quantifies direct emissions from construction and operation (including vehicle use), as well as indirect emissions, such as emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. The model also identifies mitigation measures to reduce criteria pollutant and GHG emissions. The Project's construction and operational emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2020.4.0.

4.3.2 Impact Assessment

Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. The Project would not conflict with the applicable air quality plan if the Project does not exceed the adopted quantitative thresholds for criteria pollutant emissions that are established in the GAMAQI, as demonstrated in the Thresholds of Significance above. As stated above, the SJVAPCD recommends a three (3)-tiered approach to analyze projects for significant impacts on air quality. The first tier is the Small Project Analysis Level (SPAL), which adopts a threshold of significance according to the use type, size, and number of vehicle trips of a project. As demonstrated below, the proposed Project would not have any significant effects relating to air quality pursuant to SPAL.

Based on the Project description, the most applicable land use type for the proposed Project is Low Rise Apartment. The Project proposes the development of three (3) apartment buildings totaling 25 dwelling units. The corresponding threshold for this land use compared to the Project is shown in Table 4-2. As shown, the Project is below all thresholds and therefore, the Project is assumed to result in air quality impacts that are below the identified thresholds of significance and thus, a less than significant impact would occur.

Table 4-2 SPAL Significance Thresholds

	SPAL Threshold	Proposed Project	Exceed Threshold?
Size/Unit	224 dwelling units	25 dwelling units	No
Average Daily One-way Trips for All Fleet Types (Except Heavy-Heavy Duty Trucks (HHDT)) *	800	168.5	No
Average Daily One-way for HHDT trips only (50-mile trip length)	15	0	No

** Average daily trips generated by the Project is estimated using ITE Trip Generation Manual 11th Edition. See detailed calculations in Section 4.17 TRANSPORTATION.*

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact. The SJVAB is in non-attainment for ozone, PM_{10}, and $PM_{2.5}$, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. The requirements have been set to protect public health, particularly the health of vulnerable populations. Therefore, if the concentration of those contaminants exceeds the norm, some susceptible individuals in the population are likely to experience health effects. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects as analyzed in criterion a) above, the Project would have a less than significant impact on air quality and are excluded from quantifying criteria pollutant emissions for CEQA purposes. Therefore, the Project would not result in significant cumulative health impacts because the emissions are not at a level that would be considered cumulatively significant. As such, the Project would have a less than significant impact.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptors include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling units. The nearest sensitive receptors to the Project site are single-family residences located adjacent to Everett Street, approximately 90 feet east of the Project site, and Atwater Community School, approximately 150 feet north of the site (measured from the Project's property line to existing structures of the sensitive receptors. As stated under criterion a) above, emissions during construction or operation would not reach the significance thresholds and would not be anticipated to result in concentrations that reach or surpass ambient air quality requirements.

Further, anticipated development that would result from Project implementation would not be uses that would generate toxic emissions (i.e., Type A uses identified by the CAPCOA guidelines). Although emissions would be emitted during construction of the site (i.e., through diesel fuel and exhaust from equipment), emissions would be temporary and last only during construction activities. In addition, construction activities would be required to comply with all rules and regulations administered by the SJVAPCD including but not limited to Rule 9510 (Indirect Source Review), Regulation VIII (Fugitive PM_{10} Prohibitions), Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), Rule 4402 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). Impacts would be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. Specific uses and operations that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. The Project would not consist of such land uses; rather, implementation of the proposed Project would facilitate the development of three (3) apartment buildings with a total of 25 dwelling units, and thus is unlikely to produce odors that would be considered to adversely affect a substantial number of people. Therefore, a less than significant impact would occur.

4.3.3 Mitigation Measures

None required.

4.4 BIOLOGICAL RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f)	Conflict with provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.				X

4.4.1 Environmental Setting

The Project site is located within the Atwater city limits and is planned and zoned for residential use. The Project site is currently vacant with no structures. The site contains existing improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. The existing biotic conditions and resources of the site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no trees, shrubs, or water features present on the site.

U.S. Fish and Wildlife – Special-Status Species Database

The U.S. Fish and Wildlife Service (USFWS) operates an "Information for Planning and Consultation" (IPaC) database, which is a project planning tool for the environmental review process that provides general information on the location of special-status species that are "known" or "expected" to occur (note: the database does not provide occurrences; refer to the California Department of Fish and Wildlife – Natural Diversity Database below). [6] Specifically, the IPaC database identifies nine (9) special-status species that are potentially affected by activities in the Project site including: San Joaquin Kit Fox (endangered), Northwestern Pond Turtle (proposed threatened), California Tiger Salamander (threatened), Monarch Butterfly (candidate), Valley Elderberry Longhorn Beetle (threatened), conservancy fairy shrimp (endangered), vernal pool fairy shrimp (threatened), vernal pool tadpole shrimp (endangered), Colusa grass (threatened).

U.S. Fish and Wildlife – Critical Habitat Report

Once a species is listed under the federal Endangered Species Act, NOAA Fisheries is required to determine whether there are areas that meet the definition of Critical Habitat. Per NOAA Fisheries, Critical Habitat is defined as:

- *Specific areas within the geographical area occupied by the species at the time of listing that contain physical or biological features essential to conservation of the species and that may require special management considerations or protection; and*
- *Specific areas outside the geographical area occupied by the species if the agency determines that the area itself is essential for conservation.* [7]

The process of Critical Habitat designation is complex and involves the consideration of scientific data, public and peer review, economic, national security, and other relevant impacts.

According to the Critical Habitat for Threatened & Endangered Species Report updated November 28, 2023, the City of Atwater, inclusive of the Project site and its immediate vicinity (0.5-mile radius from the site) are not located within a federally designated Critical Habitat. [8] No critical habitats are identified in the city limits. The closest

[6] U.S. Fish and Wildlife Service. Information and Planning Consultation Online System. Accessed on December 12, 2023, https://ecos.fws.gov/ipac/

[7] National Oceanic and Atmospheric Administration (NOAA). Critical Habitat. Accessed on December 12, 2023, https://www.fisheries.noaa.gov/national/endangered-species-conservation/critical-habitat#key-regulations

[8] U.S. Fish & Wildlife. (2021). ECOS Environmental Conservation Online System - USFWS Threatened & Endangered Species Active Critical Habitat Report (updated March 23, 2023). Accessed December 12, 2023, https://ecos.fws.gov/ecp/report/table/critical-habitat.html

federally designated Critical Habitat is located approximately 5.7 miles southwest and 5.9 northeast of the Project site designated for the Colusa grass (Neostapfia colusana).

U.S. Fish & Wildlife Service – National Wetlands Inventory

The USFWS provides a National Wetlands Inventory (NWI) with detailed information on the abundance, characteristics, and distribution of U.S. wetlands. A search of the NWI shows no federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) on the Project site or within the immediate vicinity (0.5-mile radius) of the Project site. [9] The NWI does not identify any water features within the Project site. The closest water feature is the irrigation canal identified is a 25.5-acre R4SBCx riverine habitat, 0.1 miles southwest of the Project site. R4SBCx indicates Riverine System (R) with flowing water only part of the year (4) that is completely dewatered at low tide (SB) and seasonally flooded (C) and has been excavated by humans (x) (i.e., canal). Additionally, the Project site is not within or adjacent to a riparian area nor does the site contain water features.

Environmental Protection Agency – WATERS Geoviewer

The U.S. Environmental Protection Agency (EPA) WATERS GeoViewer provides a GeoPlatform based web mapping application of water features by location. According to the WATERS GeoViewer, there is a catchment within the Project site, where a catchment is defined as a local drainage area for a specific stream segment. An irrigation canal runs to the north of the Project site. There are no streams, canals, or waterbodies on the Project site. [10]

California Department of Fish and Wildlife – Natural Diversity Database

The California Department of Fish and Wildlife (CDFW) operates the California Natural Diversity Database (CNDDB), which is an inventory of the status and locations of rare plants and animals in California in addition to the reported occurrences of such species.[11] According to the CDFW CNDDB, there are 11 special-status species with a total of 24 occurrences that have been observed and reported to the CDFW in or near the Atwater Quad as designated by the United States Geological Survey (USGS). Of the 11 species, there are five (5) federally or state-listed species: tricolored blackbird, vernal pool fairy shrimp, Swainson's hawk, Colusa grass, and San Joaquin kit fox. [12] Appendix A lists the CNDDB-identified animal and plant species within the Atwater Quad, including their habitat and occurrences.

The CNDDB also provides CNDDB-known occurrences within a set geographic radius. Figure 4-5 shows the CNDDB-identified occurrences of animal and plant species within the five (5)-mile radius of the Project site. Table 4-3 lists all federally or state-listed special-status species CNDDB-known occurrences within the five (5)-mile radius of the Project site. As shown, the nearest occurrence is the San Joaquin kit fox occurrence 1.8 miles northeast of the Project site, dated 1999. Other species that are not federally or state-listed that are near the Project site include burrowing owl. The CNNDB ranks occurrences by the condition of habitat and ability of the species to persist over

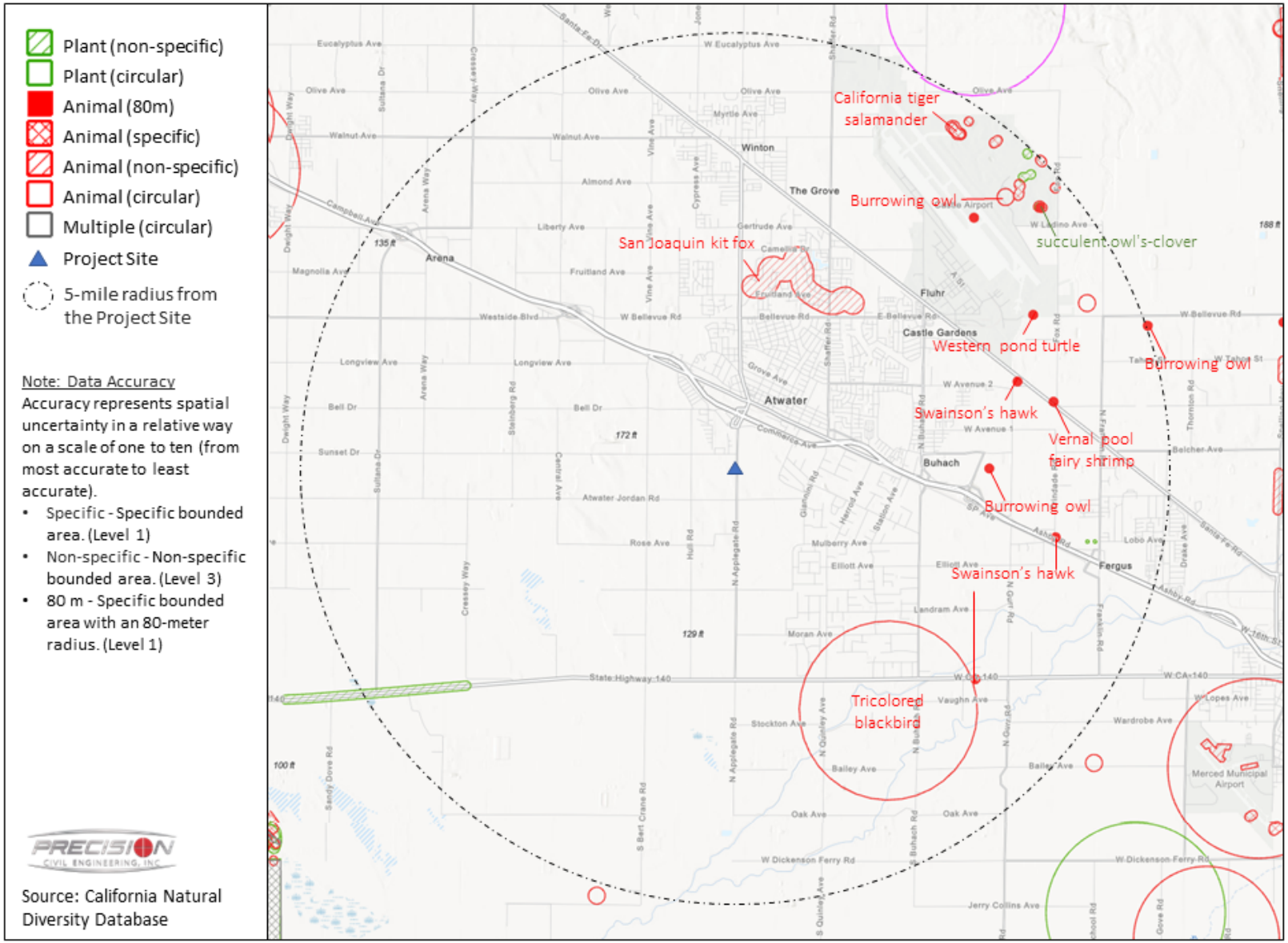
[9] U.S. Fish & Wildlife Service. National Wetlands Inventory. Accessed December 12, 2023, https://www.fws.gov/wetlands/data/Mapper.html
[10] U.S. Environmental Protection Agency. WATERS GeoViewer. Accessed December 12, 2023, https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=074cfede236341b6a1e03779c2bd0692
[11] California Department of Fish and Wildlife. California Natural Diversity Database. Accessed December 12, 2023, https://wildlife.ca.gov/Data/CNDDB
[12] California Department of Fish and Wildlife. Biogeographic Information and Observation System 6. Accessed December 12, 2023, https://apps.wildlife.ca.gov/rarefind/view/RareFind.aspx#

time. As shown, the occurrences within the five (5)-mile radius of the Project site are ranked as poor, fair, and good. Table 4-4 provides an analysis of essential habitats and the potential for the existence of the special-status species to exist on the Project site.

Table 4-3 Special-Status Species Occurrences within 5-mile radius of Project site

Species	Date	Rank	Distance to site
San Joaquin kit fox	1999/08/20	Poor	1.8 miles northeast
Swainson's hawk	2007/06/28	Good	3.4 miles northeast
Tricolored blackbird	1971/05/09	Unknown	3.4 miles southeast
Vernal pool fairy shrimp	1997/02/13	Fair	3.8 miles northeast
Western pond turtle	2006/10/13	Fair	3.8 miles northeast
Swainson's hawk	2008/05/14	Fair	3.8 miles southeast
Swainson's hawk	2008/05/14	Fair	3.9 miles southeast
California tiger salamander	2016/02/17	Fair	4.4 miles northeast
succulent owl's-clover	1997/04/19	Poor	4.5 miles northeast
succulent owl's-clover	1997/04/19	Poor	4.6 miles northeast

Only federally or state-listed threatened/endangered/candidate species are listed in the table.
Extirpated or possible extirpated occurrences are not shown in the table.



CITY OF ATWATER – 7212 Sunset Drive Apartments Created 12/12/2023

Figure 4-1 CNDDB Species Occurrences

Table 4-4 Essential Habitats and Potential Existence of Special-Status Species on Site

Special-Status Species	General Habitat	Micro Habitat	Assessment
San Joaquin kit fox	Annual grasslands or grassy open stages with scattered shrubby vegetation.	Need loose-textured sandy soils for burrowing, and suitable prey base.	The Project site consists of sand and sandy loam and is covered by ruderal vegetation, which could be suitable habitat for San Joaquin kit fox. However, the Project site is small and is located within an urbanized area with surrounding institutional and residential development. In addition, the occurrence of the San Joaquin kit fox records movement along the irrigation canal north of the site, which is approximately 1.8 miles north of the Project site. As such, there is little potential for the existence of San Joaquin kit fox on the Project site.
Succulent owl's-clover	Vernal pools.	Moist places, often in acidic soils. 20-705 m.	The Project site does not contain water features. As such, the site does not provide suitable habitat.
California tiger salamander	Lives in vacant or mammal-occupied burrows throughout most of the year; in grassland, savanna, or open woodland habitats.	Need underground refuges, especially ground squirrel burrows, and vernal pools or other seasonal water sources for breeding.	The Project site does not contain grassland, burrows, woodland, or waterbodies. As such, the site does not provide suitable habitat.
Vernal pool fairy shrimp	Endemic to the grasslands of the Central Valley, Central Coast mountains, and South Coast mountains, in astatic rain-filled pools.	Inhabit small, clear-water sandstone-depression pools and grassed swale, earth slump, or basalt-flow depression pools.	The Project site does not contain grassland or waterbodies. As such, the site does not provide suitable habitat.
Swainson's hawk	Breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees.	Requires adjacent suitable foraging areas such as grasslands, or alfalfa or grain fields supporting rodent populations.	The Project site does not contain grassland, alfalfa, or grain fields. As such, the site does not provide suitable habitat.
Tricolored blackbird	Highly colonial species, most numerous in central valley and vicinity. Largely endemic to California.	Requires open water, protected nesting substrate, and foraging area with insect prey within a few km of the colony.	The Project site does not contain any open water. As such, the site does not provide suitable habitat.
Western pond turtle	A thoroughly aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches, usually with aquatic vegetation, below 6000 ft elevation.	Needs basking sites and suitable (sandy banks or grassy open fields) upland habitat up to 0.5 km from water for egg-laying.	The Project site does not contain any open water. As such, the site does not provide suitable habitat.

California Fish and Game Code

Sections 3503, *3503.5*, and *3513* of the California Fish and Game Code specifically protect native birds and raptors. Mitigation for avoidance of impacts to nesting birds is typically necessary to comply with these Sections of the Fish and Game Code in CEQA. [13]

Section 3503: *It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto.*

Section 3503.5: *It is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.*

Section 3513: *It is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act.*

City of Atwater General Plan (2000)

The Atwater General Plan Open Space and Conservation Element identified 21 special-status species to have the potential to occur and five (5) species have been observed in or near the Atwater Planning Area. It maps the location of special-status species in the city's Planning area, and none are located within or in the immediate vicinity of the Project site. The Atwater General Plan[14] outlined policies related to the conservation of biological resources:

GOAL CO-6. *Minimize impacts of development on wildlife and wildlife habitat, particularly special status species.*

> ***Policy CO-6.1.*** *Consider opportunities for habitat preservation and enhancement in conjunction with public facility projects, particularly parks and storm drainage facilities.*
>
> ***Policy CO-6.2.*** *Encourage the preservation of corridors between natural habitat areas to allow for the movement of wildlife and to prevent the creation of "biological islands."*
>
> ***Implementation Program CO-6.a.*** *When new development or redevelopment activities are proposed in locations with the potential for special status species to occur, require the project applicant to submit a report by a qualified biologist addressing the presence or absence of any special status species on the development site. The report shall include recommendations for avoiding or minimizing impacts on any special status species or habitat found to be present.*

4.4.2 Impact Assessment

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

---

[13] The California Biologist's Handbook. California Fish and Game Code. Accessed on December 12, 2023, https://biologistshandbook.com/regulations/state-regulations/state-fish-and-game-code/#:~:text=Section%203503,any%20regulation%20made%20pursuant%20thereto.%E2%80%9D

[14] City of Atwater, California. (2000). City of Atwater 2000 General Plan Open Space and Conservation Element. Accessed on December 12, 2023, https://www.atwater.org/docs/generalplan/CHAPTER_4__OPEN_SPACE_AND_C.PDF

Less than Significant Impact. The existing biotic conditions and resources of the Project site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no structures, trees, or shrubs on site. No water features are present.

As described in Table 4-5, the site conditions provide low suitability for habitat for special-status candidate, sensitive, or special-status species that may occur on the Project site or vicinity. However, there is one (1) recorded occurrence of San Joaquin kit fox located 1.8 miles northeast of the Project site, dated 1999. The Project site consists of sand and sandy loam and is covered by ruderal vegetation, which could be suitable habitat for San Joaquin kit fox. However, the Project site is small and is located within an urbanized area with surrounding institutional and residential development. In addition, the occurrence of the San Joaquin kit fox records movement along the irrigation canal north of the site, which is approximately 1.8 miles north of the Project site. As such, the Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. According to the General Plan and CDFW and USFWS databases, there are no known riparian habitats or other sensitive natural communities identified on the Project site or within the immediate vicinity of the Project. In addition, the site does not contain any water features that would provide habitat for riparian species. For these reasons, it can be determined that the Project site does not provide any riparian or sensitive natural community habitat and thus, no impact would occur because of the Project.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Based on the search of the NWI, the Project site does not contain any federally protected wetlands. As a result, it can be determined that the Project site would not result in any impact on state or federally protected wetlands and no impact would occur because of the Project.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. Wildlife movement corridors are linear habitats that function to connect two (2) or more areas of significant wildlife habitat. These corridors may function on a local level as links between small habitat patches (e.g., streams in urban settings) or may provide critical connections between regionally significant habitats (e.g., deer movement corridors). Wildlife corridors typically include vegetation and topography that facilitate the movements of wildlife from one area of suitable habitat to another, in order to fulfill foraging, breeding, and territorial needs. These corridors often provide cover and protection from predators that may be lacking in surrounding habitats. Wildlife corridors generally include riparian zones and similar linear expanses of contiguous habitat.

According to the Figure 4-5, we can see that the occurrence of the San Joaquin kit fox near the Project site, dated 1999, moves along the irrigation canal. As such, the irrigation canal might be a movement corridor for the San Joaquin kit fox. However, that irrigation canal is approximately 1.8 miles north of the Project site. Additionally, as described in Table 4-5, the Project site does not contain habitat that could support wildlife species in nesting, foraging, or escaping from predators. This is based on the existing conditions of the site including the site's heavy disturbance and lack of cover, vegetation, water features, and surrounding urban development (i.e., institutional and residential development). Due to these conditions, it can be determined that the Project would not interfere with wildlife movement and a less than significant impact would occur.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less than Significant Impact. The Atwater General Plan Open Space and Conservation Element outlined policies related to conservation of biological resources, as listed in the Environmental Setting above. In addition, *Chapter 12.32* of the Atwater Municipal Code (AMC) identifies the city's tree policies and *Section 12.32.080* addresses new construction. Planting, maintenance, and removal of existing trees on the Project site would be subject to compliance with these standards and regulations. However, there are no trees within the Project site. As such, the Project would have a less than significant impact.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project site is within the planning area of the Recovery Plan for Upland Species of the San Joaquin Valley, which addresses recovery goals for several species. The Project would not conflict with the plan since the site does not provide appropriate habitat for the species mentioned and would comply to applicable General Plan policies regarding habitat conservation. The City, County, and Regional Planning Agency do not have any other adopted or approved plans for habitat or natural community conservation. For these reasons, the Project would have no impact.

4.4.3 Mitigation Measures

None required.

4.5 CULTURAL RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			X	
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c)	Disturb any human remains, including those interred outside of formal cemeteries?		X		

4.5.1 Environmental Setting

Generally, the term 'cultural resources' describes property types such as prehistoric and historical archaeological sites, buildings, bridges, roadways, and tribal cultural resources. As defined by CEQA, cultural resources are considered "historical resources" that meet criteria in *Section 15064.5(a)* of the CEQA Guidelines. If a Lead Agency determines that a project may have a significant effect on a historical resource, then the project is determined to have a significant impact on the environment. No further environmental review is required if a cultural resource is not found to be a historical resource.

California Historical Resource Information System Record Search

The Central California Information Center (CCIC) was requested to conduct a California Historical Resources Information System (CHRIS) Record Search for the Project site and surrounding "Project Area" (0.5-mile radius from perimeter of Project site). Results of the CHRIS Record Search were provided on December 12, 2023 (Record Search File Number 12747I). Full results are provided in Appendix B.

The CHRIS Record Searches generally review file information based on results of Class III pedestrian reconnaissance surveys of project sites conducted by qualified individuals or consultant firms which are required to be submitted, along with official state forms properly completed for each identified resource, to the Regional Archaeological Information Center. Guidelines for the format and content of all types of archaeological reports have been developed by the California Office of Historic Preservation, and reports will be reviewed by the regional information centers to determine whether they meet those requirements.

The results of the CCIC CHRIS Record Search indicate:

(1) There are no formally recorded prehistoric or historic archaeological resources or historic buildings or structures within the project area.
(2) The project area is within the overall boundary of the proposed "Merced Irrigation District" (P-24-001909), listed in the Office of Historic Preservation Built Environment Resource Directory (BERD) for Merced County

with a National Register of Historic Places (NRHP) rating of "6Y", determined ineligible for the NRHP by consensus through the Section 106 process, not evaluated for the California Register of Historical Resources or for local listing. There do not appear to be any contributing water conveyance features to the district within the project area.

(3) The General Land Office survey plat for T7S R12E (dated 1855) does not reference any historical land divisions or features with Section 11.

Further, the CCIC provided the following comments and recommendations:

(1) Since the project area has not been subject to previous investigations, there may be unidentified features involved in your project that are 45 years or older and considered as historical resources requiring further study and evaluation by a qualified professional of the appropriate discipline.
(2) If ground disturbance is considered a part of the current project, we recommend further review for the possibility of identifying prehistoric or historic-era archaeological resources.
(3) Mitigate archaeological resources that could potentially be encountered during construction.

California Native American Heritage Commission (NAHC)

A consultation list of tribes with traditional lands or cultural places located within Merced County was requested and received from the California Native American Heritage Commission (NAHC) on December 21, 2023. The listed tribes include Amah Mutsun Tribal Band, Dumna Wo-Wah Tribal Government, North Fork Rancheria of Mono Indians*, North Valley Yokut / Ohlone Tribe, Southern Sierra Miwuk Nation, Table Mountain Rancheria*, Tule River Indian Tribe*, and Wuksachi Indian Trib/Eshom Valley Band.**Federally recognized tribe.* The NAHC also conducted a Sacred Lands File (SFL) check which received negative results. Correspondence is provided in Appendix C.

AB 52 and SB 18 Tribal Consultation

The City of Atwater conducted formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on January 9, 2024, to the aforementioned tribes. Consultation for AB 52 ends on February 9, 2024, and consultation for SB 18 ends on April 8, 2024. No responses have been received to-date.

4.5.2 Impact Assessment

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less than Significant Impact. According to the CHRIS Record Search conducted on December 13, 2023, there are no local, state, or federal designated historical resources on the Project site or within the Project area. Further, the Project site has been highly disturbed as it has been used for agricultural operations. As such, the Project would not cause a change to a historical resource pursuant to *Section 15064.5* and therefore, the Project would have no impact.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than Significant Impact with Mitigation Incorporated. Based on the CHRIS Records Search conducted on December 13, 2023, there are no known archeological resources pursuant to *Section 15064.5* on the Project site.

While there is no evidence that archeological resources exist on the Project site, there is some possibility that existing structures qualify as historical resources or hidden and buried resources may exist with no surface evidence that may be impacted by future physical development of the site. In the event of the accidental discovery and recognition of previously unknown historical resources before or during construction activities, the Project shall incorporate ***Mitigation Measure CULT-1*** to assure construction activities do not result in significant impacts to any potential archeological resources discovered above or below ground surface. Thus, if such resources were discovered, implementation of the required mitigation measures would reduce the impact to less than significant. As a result, the Project would have a less than significant impact with mitigation incorporated.

> ***Mitigation Measure CULT-1:*** *In the event of the accidental discovery and recognition of previously unknown resources before or during grading activities, construction shall stop in the immediate vicinity and a consultation with a qualified historical resources specialist shall be held to determine whether further study is required. Recommendations by the qualified historical resources specialist shall be made to the City on the necessary implementation measures to protect the resources discovered. If the resources meet the definitions under Section 15064.5 of the CEQA Guidelines, then protection measures shall be recommended to the City by the qualified historical resources specialist. The Lead Agency shall approve the protection measures before any further grading shall occur. Historical resources recovered as a result of mitigation shall be provided to an institution approved by the City in order to provide preservation and further study as required.*

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact with Mitigation Incorporated. There is no evidence that human remains exist on the Project site. Nevertheless, there is some possibility that a non-visible buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. If any human remains are discovered during construction, then the Project would be subject to CCR *Section 15064.5(e)*, PRC *Section 5097.98*, and California Health and Safety Code *Section 7050.5*. Regulations contained in these sections address and protect human burial remains. Compliance with these regulations would ensure impacts to human remains, including those interred outside of formal cemeteries, are less than significant. The Project incorporates ***Mitigation Measure CULT-2*** to mitigate the event of accidental discovery or recognition of any human remains on the Project site during construction. As such, the Project would have a less than significant impact with mitigation incorporated.

> ***Mitigation Measure CULT-2:*** *In the event of the accidental discovery or recognition of any human remains on the Project site during construction, the following steps in accordance with Section 15064.5 of the CEQA Guidelines shall be taken prior to the continuation of, and during, construction activities, in order to mitigate potential impact:*
>
> - *There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:*
> - *The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and,*
> - *If the coroner determines the remains to be Native American:*
> - *The coroner shall contact the Native American Heritage Commission within 24 hours.*
> - *The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.*

- *The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.*

4.5.3 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Cultural Resources related mitigation measures CULT-1 and CULT-2 as identified above and in the MITIGATION MONITORING AND REPORTING PROGRAM contained in SECTION 5.

4.6 ENERGY

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

4.6.1 Environmental Setting

Appendix F – Energy Conservation of the CEQA Guidelines requires consideration of energy implications in project decisions, including a discussion of the potential energy impacts with emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy resources (Public Resources Code *Section 21100(b)(3)*). Per Appendix F, a project would be considered inefficient, wasteful, and unnecessary if it violated existing energy standards, had a negative effect on local and regional energy supplies and requirements for additional capacity, had a negative effect on peak and base period demands for electricity and other energy forms, and effected energy resources.

The California Energy Commission updates the Building Energy Efficiency Standards (Title 24, Parts 6 and 11) every three years as part of the California Code of Regulations. The standards were established in 1978 in an effort to reduce the state's energy consumption. They apply to new construction of, and additions and alterations to, residential and nonresidential buildings and relate to various energy efficiencies including but not limited to ventilation, air conditioning, and lighting.[15] The California Green Building Standards Code (CALGreen), Part 11, Title 24, California Code of Regulations, was developed in 2007 to meet the state goals for reducing Greenhouse Gas emissions pursuant to AB32. CALGreen covers five (5) categories: planning and design, energy efficiency, water efficiency and conservation, material and resource efficiency, and indoor environmental quality.[16] The 2019 Building Energy Efficiency Standards went into effect on January 1, 2020. Additionally, the California Air Resources Board (CARB) oversees air pollution control efforts, regulations, and programs that contribute to reduction of energy consumption. Compliance with these energy efficiency regulations and programs ensures that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources. Lastly, the Energy Action Plan

[15] California Energy Commission. 2019 Building Energy Efficiency Standards. Accessed on December 12, 2023, https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2019-building-energy-efficiency

[16] California Department of General Services. (2020). 2019 California Green Building Standards Code. Accessed on December 12, 2023, https://codes.iccsafe.org/content/CGBC2019P3

(EAP) for California was approved in 2003 by the California Public Utilities Commission (PUC). The EAP established goals and next steps to integrate and coordinate energy efficiency demand and response programs and actions.[17]

4.6.2 Impact Assessment

Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. The Project proposes the construction of three (3) apartment buildings totaling 25 dwelling units. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities. All construction equipment shall conform to current emissions standards and related fuel efficiencies. In addition, through compliance with applicable CARB regulations (Airborne Toxic Control Measure), California Code of Regulations (Title 13, Motor Vehicles), and Title 24 standards, it can be determined that the proposed Project would not consume energy in a manner that is wasteful, inefficient, or unnecessary. For these reasons, the Project would result in a less than significant impact.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than Significant Impact. As discussed under criterion a), the construction and operations of the Project would be subject to compliance with applicable energy efficiency regulations. Thus, applicable state and local regulations and programs would be implemented to reduce energy waste from construction and operations. Table 4-5 demonstrates that the Project does not conflict with or obstruct with the energy conservation/efficiency policies identified in the General Plan.

Table 4-5 Consistency with General Plan Energy Conservation Policies

General Plan Energy Conservation Policies	Consistency/Applicability Determination
Policy CO-7.1. *Encourage the incorporation of energy conservation features into new development, such as high-density development, bikeways and pedestrian paths, proper solar orientation, and transit routes and facilities.*	**Consistent.** The development of the Project proposes a General Plan Amendment and Zone Change to increase the density of residential development on the site. In addition, the Project proposes sidewalks and is near existing urban development, including Atwater Valley Community School (adjacent) and commercial/services (0.2 miles northeast of the Project site). As such, the Project incorporates energy conservation features, including high-density development and proximity to amenities.

Therefore, through compliance, the Project would not conflict with or obstruct any state or local plan for energy efficiency and a less than significant impact would occur because of the Project.

4.6.3 Mitigation Measures

[17] State of California. (2008). Energy Action Plan 2008 Update. Accessed on December 12, 2023, https://docs.cpuc.ca.gov/word_pdf/REPORT/28715.pdf

None required.

4.7 GEOLOGY AND SOILS

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Directly or Indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
	ii. Strong seismic ground shaking?			X	
	iii. Seismic-related ground failure, including liquefaction?				X
	iv. Landslides?				X
b)	Result in substantial soil erosion or the loss of topsoil?			X	
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				X

f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

4.7.1 Environmental Setting

Atwater is located within the San Joaquin Valley which is part of the Great Valley Geomorphic Providence that is bounded to the east by the Sierra Nevada Mountain range, to the west by the Coastal Range, and to the south by the Tehachapi mountains. Atwater has infrequent and low historic seismic activity. In addition, the city has no known active earthquake faults (i.e., faults showing activity within the last 11,000 years) and is not in any Alquist-Priolo Special Studies Zones. [18] [19]

The nearest faults are approximately 20 miles to the northeast in the Sierra Nevada Range (i.e., the Bear Mountain Fault) and approximately 30 miles to the southwest in the Diablo/Coastal Range (i.e., the San Joaquin, O'Neill, and Ortigalita Faults). The Ortigalita Fault is the nearest fault within the Alquist-Priolo earthquake fault zone; the fault has not been historically active. Earthquakes from nearby faults would most likely generate ground motion of shaking, but there is no history of this causing damage in the area. Compliance with the California Building Code (CBC) would be sufficient to prevent significant damage during seismic events.

Subsurface Soils

A search of the Web Soil Survey by the USDA Natural Resources Conservation Service indicates that the following soils comprise the Project site: [20]

> ***AnA:*** Atwater sand, 0 to 3 percent slopes, well drained, and negligible runoff. The depth to water table is more than 80 inches, with no flooding or ponding. The AnA soils account for 100% of the Project site.

California Building Code

The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the International Building Code with necessary California amendments. About one-third of the text within the California Building Standards Code has been tailored for California earthquake conditions. Construction within the City of Atwater is governed by the seismic safety standards of Chapter 16 of the Code. These standards are applicable to all new buildings and are required to provide the necessary safety from earthquake related effected emanating from fault activity.

[18] According to the California Department of Conservation, *"An active fault, for the purposes of the Alquist-Priolo Act, is one that has ruptured in the last 11,000 years."*
[19] California Department of Conservation. "CGS Seismic Hazard Program: Alquist-Priolo Fault Hazard Zones." Accessed on December 12, 2023, https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=37.213952%2C-117.946341%2C7.19
[20] United States Department of Agriculture Natural Resources Conservation Service. "Web Soil Survey." Accessed on December 12, 2023, https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx

4.7.2 Impact Assessment

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. There are no known active earthquake faults in the City of Atwater, inclusive of the Project site, nor is the City of Atwater within an Alquist-Priolo earthquake fault zone as established by the Alquist-Priolo Fault Zoning Act. As such, development of the Project in an area void of earthquake faults would not cause rupture of a known earthquake fault. Therefore, no impact would occur as a result of the Project.

ii. Strong seismic ground shaking?

Less than Significant Impact. The Project site is in an area that is traditionally characterized by relatively low seismic activity. Additionally, development of the Project site would be required to comply with current seismic protection standards in the California Building Code (CBC), which would limit potential damage to structures and thereby reduce potential impacts including the risk of loss, injury, or death. Compliance with the CBC would ensure a less than significant impact.

iii. Seismic-related ground failure, including liquefaction?

No Impact. No liquefaction nor lateral spreading have been observed in Atwater from any historic earthquake. Liquefaction and lateral spreading potential in Atwater are considered very low as due to the nature of the underlying soils, relatively deep-water table, and history of low ground shaking potential. In addition, there are no geologic hazards or unstable soil conditions known to exist on the Project site. The site is relatively flat with stable soils and no apparent unique or significant landforms. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. Therefore, because the Project does not have any aspect that could result in seismic-related ground failure, including liquefaction, the Project would have no impact.

iv. Landslides?

No Impact. Landslides are not expected to affect the Project site as the City of Atwater is not located in a zone where landslides, subsidence, or liquefaction could possibly occur. The topography of the Project site is relatively flat with stable, native soils, and the site is not in the immediate vicinity of rivers or creeks that would be more susceptible to landslides. Therefore, no impact would occur because of the Project.

b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Soil erosion and loss of topsoil can be caused by natural factors, such as wind and flowing water, and human activity. The Project site is relatively flat, which limits the potential for substantial soil erosion. Development of the Project site would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Soil disturbance

during construction is largely caused by the use of water. Excessive soil erosion could cause damage to existing structures and roadways.

The likelihood of erosion occurring during construction would be reduced through site grading and surfacing, which would be subject to review and approval by the City for compliance with applicable standards. Development of the Project would be required to comply with AMC *Chapter 12.22 – Stormwater Management and Discharge Control Ordinance*, which requires that any person performing construction activities in the City shall prevent pollutants from entering the storm water conveyance system and comply with all applicable Federal, State, and local laws, ordinances or regulations, including but not limited to, the current California NPDES general permit for storm water discharges associated with construction activity (construction general permit). All construction projects, regardless of size, having soil disturbance or activities exposed to storm water must, at a minimum, implement best management practices (BMPs) for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures, and prohibited discharges. Implementation of the BMPs minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. In addition, the City's Public Works and Building Departments prepare a standard set of conditions for proposed development to the control of dust emissions during grading and other earth moving activities.

The likelihood of erosion would be further reduced through compliance with regulations set by the State Water Resources Control Board (SWRCB). Namely, the SWRCB requires sites larger than one (1) acre to comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2009-0009-DWQ). The General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. Implementation of the SWPPP minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. With these provisions in place, impacts on soil and topsoil by the Project would be considered less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less than Significant Impact. Ground subsidence is the settling or sinking of surface soil deposits with little or no horizontal motion. Soils with high silt or clay content are subject to subsidence. Subsidence typically occurs in areas with groundwater withdrawal or oil or natural gas extraction. The topography of the site is relatively flat with stable, native soils and no apparent unique or significant landforms. Future development of the Project site would be required to comply with current seismic protection standards in the CBC which would significantly limit potential seismic-related hazards such as landslides, lateral spreading, subsidence, liquefaction, or collapse. Compliance with the CBC would ensure a less than significant impact.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?

No Impact. The Project site is relatively flat with native soils of sand and sandy loam, which is not expansive. As such, the Project would result in a less than significant impact.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The Project site is within Atwater's city limits and thus, would be required to connect to the city's wastewater services. Thus, no permanent septic tanks or alternative wastewater disposal systems would be installed, and no impact would occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant Impact. As discussed in the Cultural Resources section above, there are no known paleontological resources or unique geological features known to the City of Atwater on this site. In addition, the Project site is heavily disturbed as it has been previously developed. Nevertheless, there is some possibility that a non-visible, buried resource site, or feature may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. As such, the Project will incorporate ***Mitigation Measure CUL-1*** as described in Section 4.5. Therefore, if any paleontological resources or geologic features were discovered, implementation of *CUL-1* would reduce the Project's impact to less than significant.

4.7.3 Mitigation Measures

None required.

4.8 GREENHOUSE GAS EMISSIONS

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

4.8.1 Environmental Setting

In assessing the significance of impacts from GHG emissions, *Section 15064.4(b)* of the CEQA Guidelines states that a lead agency may consider the following:

- *The extent to which the project may increase or reduce GHG emissions as compared to the environmental setting;*
- *Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;*
- *The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions.*

The California Air Resources Board (CARB) 2022 Climate Change Scoping Plan, guidance from the SJVAPCD, and City of Atwater General Plan are discussed below and are utilized as thresholds of significance.

2022 Climate Change Scoping Plan

The CARB 2022 Climate Change Scoping Plan is the adopted statewide plan for reduction and mitigation of GHGs to implement Assembly Bill (AB) 1279. AB 1279 was issued on August 12, 2022 to require California to achieve "net zero greenhouse gas emissions" as soon as possible and to further reduce anthropogenic GHG emissions thereafter. It sets a statewide goal to reduce emissions 85% below 1990 levels no later than 2045.

Consequently, the Scoping Plan involves several measures for cost-effective reduction of GHG emissions, including continuing existing programs such as Renewable Portfolio Standard, Advanced Clean Cars, Low Carbon Fuel Standard, etc., and achieving new mandates to decarbonize several sectors. Along with reducing emissions, environmental justice policies are included to address the ongoing air quality disparities.

Appendix D of the 2022 Scoping Plan include recommendations to build momentum for local government actions to align with State goals, including through CEQA review. The Appendix outlines the priority GHG reduction

strategies for local governments, including transportation electrification, VMT reduction, and building decarbonization. [21]

SJVAPCD CEQA Air Quality Guidelines

The SJVAPCD's Guidance for Valley Land Use Agencies in Addressing GHG Impacts for New Projects Under CEQA (2009) provides screening criteria for climate change analyses, as well as draft guidance for the determination of significance. [22,23] These criteria are used to evaluate whether a project would result in a significant climate change impact (see below). Projects that meet one of these criteria would have less than significant impact on the global climate.

- *Does the project comply with an adopted statewide, regional, or local plan for reduction or mitigation of GHG emissions? If no, then:*
- *Does the project achieve 29% GHG reductions by using approved Best Performance Standards (BPS)? If no, then*
- *Does the project achieve AB 32 targeted 29% GHG emission reductions compared with Business As Usual (BAU)?*

Assembly Bill (AB) 32 was enacted by the California State legislature in 2006 with the aim to reduce GHG emissions to levels of 1990 by 2020. Recommended actions to achieve these aims were adopted by the California Air Resources Board (CARB) in 2008 (i.e., the Climate Change Scoping Plan). However, the 29% GHG emission reductions compared to BAU threshold is outdated since it is aimed to meet AB 32's 2020 goals, thus this threshold would not be used for analysis.

The City of Atwater does not have an adopted Climate Action Plan or GHG Reduction Plan. Because BPS have not yet been adopted and identified for specific development projects, and because the City of Atwater has not yet adopted a plan for reduction of GHG with which the Project can demonstrate compliance, the California Air Resources Board (CARB) 2022 Climate Change Scoping Plan and guidance from the San Joaquin Valley Air Pollution Control District (SJVAPCD) will be used as the threshold of significance.

San Joaquin Valley Air Pollution Control District

SJVAPCD adopted *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA* and the policy *District Policy—Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency* in 2009. It recognized that project-specific emissions are cumulative and could be considered cumulatively considerable without mitigation. SJVAPCD suggested that the requirement to reduce GHG emissions for all projects is the best method to address this cumulative impact.

---

[21] California Air Resources Board. (2022). 2022 Scoping Plan Appendix D. Accessed on December 13, 2023, https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-d-local-actions.pdf

[22] San Joaquin Valley Air Pollution Control District. (2009). Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA. Accessed December 13, 2023, http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf.

[23] San Joaquin Valley Air Pollution Control District. (2000). Environmental Review Guidelines: Procedures for Implementing the California Environmental Quality Act. Accessed December 13, 2023, http://www.valleyair.org/transportation/CEQA%20Rules/ERG%20Adopted%20_August%202000_.pdf

The SJVAPCD requires quantification of GHG emissions for all projects which the lead agency has determined that an EIR is required. Although an EIR is not required for the Project, the GHG emissions are quantified below. Short-term construction and long-term operational GHG emissions for project buildout were estimated using CalEEMod™ (v.2020.4.0). (See Appendix D). CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify GHG emissions from land use projects. The model quantifies direct GHG emissions from construction and operation (including vehicle use), as well as indirect GHG emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. Emissions are expressed in annual metric tons of CO_2 equivalent units of measure (i.e., $MTCO_2e$), based on the global warming potential of the individual pollutants.

City of Atwater General Plan

At the local level, while the City of Atwater General Plan does not meet criteria of the CEQA Guidelines 15064.4(b)(3) for an appropriate GHG emissions reduction plan or program, the General Plan does have goals and policies relevant to climate change and minimizing GHG emissions and other pollutants, with an overall aim to reduce air quality impacts on the environment. These goals and policies are outlined in the Open Space and Conservation Element (CO), "Air Quality", and Safety Element (SF), "Wind Erosions and Dust Storms".

GOAL CO-3. *Strive to reduce air emissions and obtain goals set in local and regional air quality attainment plans.*

> ***Policy CO-3.1.*** *Cooperate with the San Joaquin Valley Unified Air Pollution Control District (APCD) in implementing air quality improvement plans prepared by the District.*
>
> ***Policy CO-3.2.*** *Encourage land use development projects that would result in fewer adverse air quality impacts, such as mixed use and pedestrian-oriented projects.*
>
> ***Policy CO-3.3.*** *Encourage the use of modes of transportation other than automobiles.*

GOAL SF-7. *Prevent activities that contribute to increased wind erosion.*

> ***Policy SF-7.1.*** *Require all projects that involve grading or other earth moving activities to implement dust control measures to reduce dust emissions.*

4.8.2 Impact Assessment

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact. The 2023 CEQA Guidelines do not establish a quantitative threshold of significance for GHG impacts, leaving lead agencies the discretion to establish such thresholds for their respective jurisdictions. Since the SJVAPCD does not have established GHG significance emissions thresholds and the City of Atwater does not have an adopted CAP for CEQA tiering purposes, the following utilizes qualitative analysis for greenhouse gas emission impacts. Short-term construction and long-term operational GHG emissions for project buildout were estimated using CalEEMod™ (v.2020.4.0). See Appendix D for output files.

Construction Emissions

In regard to construction, the SJVAPCD does not recommend assessing pollution associated with construction, as pollution-related construction will be temporary. These construction GHG emissions are a one-time release. As such, it can be anticipated that these construction emissions would not generate a significant contribution to global climate change over the lifetime of the Project.

Operational Emissions

Regarding the long-term operational related GHG emissions, the estimated operational emissions for buildout of the Project incorporates the potential area source and vehicle emissions, and emissions associated with utility and water usage, and wastewater and solid waste generation. The South Coast Air Quality Management District (SCAQMD) adopted the staff proposal for an interim GHG significance threshold of 10,000 MT CO_2e per year for GHG for construction and operational emissions. The BAAQMD also adopted the 10,000 MT CO_2e per year threshold. Utilizing this as the threshold, annual operational emissions below 10,000 MTCO_2e would have a less than significant cumulative impact on GHGs. The annual operational GHG emissions associated with buildout of the Project is 231.2964 MT CO_2e based on the CalEEMod run. This is less than the 10,000 MTCO_2e threshold of the SCAQMD and BAAQMD.

Further, the Project would not exceed the thresholds of significance for construction or operational emissions as discussed in Section 4.3. Additionally, as discussed in more detail below, the Project would be generally consistent with the applicable goals and policies related to GHG reduction measures, including CARB's 2022 Scoping Plan and SJVAPCD guidelines, and the City of Atwater General Plan goals and policies that aim to reduce air emissions and improve air quality, which reduces GHG emissions as a result. Cumulatively, these emissions would not generate a significant contribution to global climate change over the lifetime of the proposed Project. As such, it can be determined that the Project would not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of GHG emissions and therefore the impact would be less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. The compatibility of the Project with the 2022 Scoping Plan and MCAP, MCAG RTP/SCS, SJVAPCD CCAP, and applicable goals in the Atwater General Plan.

Consistency with the 2022 Climate Change Scoping Plan

Based on the evaluation shown in Table 4-6, the Project is consistent with the reduction measures identified in the 2022 Scoping Plan. The reduction measures are derived from the 2022 Scoping Plan Table 1 – Priority GHG Reduction Strategies, which provides 3 priority areas to assist jurisdictions with developing local climate action plans.

Table 4-6 Scoping Plan Priority GHG Reduction Strategies Consistency Analysis

Priority Areas	Priority GHG Reduction Strategies	Consistency/Applicability Determination
Transportation Electrification	Convert local government fleets to ZEVs and provide EV charging at public sites.	**Not Applicable.** The Project proposes residential units and is thus not intended to be accessible to the public. However, the Project is subject to provide 10% of the total number of parking spaces to provide electric vehicle (EV) charging spaces.

	Create a jurisdiction-specific ZEV ecosystem to support deployment of ZEVs statewide (such as building standards that exceed state building codes, permit streamlining, infrastructure siting, consumer education, preferential parking policies, and ZEV readiness plans).	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
VMT Reduction	Reduce or eliminate minimum parking standards.	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Implement Complete Streets policies and investments, consistent with general plan circulation element requirements.	**Not Applicable.** No roadways are proposed as part of the Project.
	Increase access to public transit by increasing density of development near transit, improving transit service by increasing service frequency, creating bus priority lanes, reducing or eliminating fares, microtransit, etc.	**Consistent.** The Project proposes multi-family residential development approximately 0.4 miles from the Atwater Target bus stop (Stop ID 4305). As such, the Project increases access to public transit by increasing density of development near transit.
	Increase public access to clean mobility options by planning for and investing in electric shuttles, bike share, car share, and walking.	**Consistent.** The Project proposes pedestrian facilities (i.e., sidewalks) within the site and connecting to adjacent properties. In addition, as described above, the Project is near an existing bus stop. As such, it increases public access to clean mobility options.
	Implement parking pricing or transportation demand management pricing strategies.	**Not Applicable.** The Project proposes residential development; thus, parking spaces are provided at no cost for residents.
	Amend zoning or development codes to enable mixed-use, walkable, transit-oriented, and compact infill development (such as increasing the allowable density of a neighborhood)	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Preserve natural and working lands by implementing land use policies that guide development toward infill areas and do not convert "greenfield" land to urban uses (e.g., green belts, strategic conservation easements)	**Consistent.** The Project is proposed on a site surrounded by existing urban development.
Building Decarbonization	Adopt all-electric new construction reach codes for residential and commercial uses.	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Adopt policies and incentive programs to implement energy efficiency retrofits for existing buildings, such as weatherization, lighting upgrades, and replacing energy-intensive appliances and equipment with more efficient systems (such as Energy Star-rated equipment and equipment controllers).	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project. In addition, the Project does not include retrofits for existing buildings.
	Adopt policies and incentive programs to electrify all appliances and equipment in existing buildings such as appliance rebates, existing building reach codes, or time of sale electrification ordinances	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project. In addition, the Project does not include retrofits for existing buildings.
	Facilitate deployment of renewable energy production and distribution and energy storage on privately owned land uses (e.g., permit streamlining, information sharing)	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Deploy renewable energy production and energy storage directly in new public projects and on existing public facilities (e.g., solar photovoltaic systems on	**Consistent.** The Project will be subject to the installation of solar photovoltaic systems on

	rooftops of municipal buildings and on canopies in public parking lots, battery storage systems in municipal buildings)	rooftops pursuant California's 2019 Energy Code.

Consistency with the MCAG RTP/SCS

The Merced CAG's 2018 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) includes a series of goals for the region that would reduce GHG emissions based on the land use consistency and the reduction of vehicle trips. Relevant goals and policies include:

Goal 12 Sustainable Communities: *Reduce per capita greenhouse gas emissions through compact growth and alternative transportation strategies. Protect and enhance the natural environment. Support vehicle electrification and the provision of electrification infrastructure in public and private parking facilities and structures.*

Policy 12.1. *Prioritize infill and growth in existing communities.*

Most goals and policies are implemented at the regional or city level. Since the proposed Project is an infill development (i.e., within city limits and generally surrounded by urban development) in an urbanized area and will be subject to local regulations, the Project would be consistent with goals and policies identified in the RTP/SCS.

Consistency with the Atwater General Plan

The Project complies with the General Plan goals and policies as listed in the Environmental Settings since it is generally compliant with the SJVAPCD air quality attainment plans.

In conclusion, the Project contains features that would reduce GHG emissions in compliance with CARB 2022 Climate Change Scoping Plan, MCAG RTP/SCS, and the General Plan. As such, the Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, and therefore the impact would be less than significant.

4.8.3 Mitigation Measures

None required.

4.9 HAZARDS AND HAZARDOUS MATERIAL

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

4.9.1 Environmental Setting

For the purposes of this section, the term “hazardous materials” refers to "injurious substances," which include flammable liquids and gases, poisons, corrosives, explosives, oxidizers, radioactive materials, and medical supplies and waste. These materials are either generated or used in various commercial and industrial activities. Hazardous

wastes are injurious substances that have been or will be disposed of. Potential hazards arise from the transport of hazardous materials, including leakage and accidents involving transporting vehicles. There also are hazards associated with the use and storage of these materials and waste. Hazardous materials are grouped into the following four categories based on their properties:

- Toxic: causes human health effect
- Ignitable: has the ability to burn
- Corrosive: causes severe burns or damage to materials
- Reactive: causes explosions or generates toxic gases

"Hazardous wastes" are defined in California Health and Safety Code *Section 25141(b)* as wastes that: "…because of their quantity, concentration, or physical, chemical, or infectious characteristics, [may either] cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed." Hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust. Soil and groundwater having concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an aquifer. The California Code of Regulations, Title 22, *Sections 66261.20-24* contains technical descriptions of toxic characteristics that could cause soil or groundwater to be classified as hazardous waste.

Hazardous waste generators may include industries, businesses, public and private institutions, and households. Federal, state, and local agencies maintain comprehensive databases that identify the location of facilities using large quantities of hazardous materials, as well as facilities generating hazardous waste. Some of these facilities use certain classes of hazardous materials that require risk management plans to protect surrounding land uses. The release of hazardous materials would be subject to existing federal, state, and local regulations and is similar to the transport, use, and disposal of hazard materials.

Regulatory Setting

The California Environmental Protection Agency (CalEPA) was established in 1991 to protect the environment. CalEPA oversees the Unified Program through Certified Unified Program Agencies (CUPAs), which consolidates six (6) environmental programs to ensure the handling of hazardous waste and materials in California. The local CUPA in Merced County, Department of Public Health, Division of Environmental Health (MCDEH), is responsible for administering the following six (6) CUPA programs:

- *Hazardous Materials Business Plan (HMBP)*
- *California Accidental Release Program (CalARP)*
- *Underground Storage Tank Program (UST)*
- *Aboveground Storage Tank Program (APSA)*
- *Hazardous Waste Generator Program*
- *Tiered Permitting Program*

The Department of Toxic Substances Control (DTSC) is another agency in California that regulates hazardous waste, conducts inspections, provide emergency response for hazardous materials-related emergencies, protect water resources from contamination, removing wastes, etc. DTSC acts under the authority of Resource Conservation and Recovery Act (RCRA) and California Health and Safety Code. The DTSC implements the California Code of Regulations (CCR) Title 22 Division 4.5 to manage hazardous waste. Government Code *Section 65962.5* requires that DTSC shall compile and update at least annually a list of:

(1) All hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code ("HSC").

(2) All land designated as hazardous waste property or border zone property pursuant to Article 11 (commencing with Section 25220) of Chapter 6.5 of Division 20 of the Health and Safety Code.

(3) All information received by the Department of Toxic Substances Control pursuant to Section 25242 of the Health and Safety Code on hazardous waste disposal on public land.

(4) All sites listed pursuant to Section 25356 of the Health and Safety Code.

(5) All sites included in the Abandoned Site Assessment Program.

This list of hazardous waste sites in California, referred to as the Cortese List, is then distributed to each city and county. According to the CCR Title 22, soil excavated from a site containing hazardous materials is considered hazardous waste, and remediation actions should be performed accordingly. Cleanup requirements are determined case-by-case by the jurisdiction.

Record Search

The United States Environmental Protection Agency (EPA) Superfund National Priorities List (NPL) [24], California Department of Toxic Substance Control's EnviroStor database [25] , and the State Water Resources Control Board's GeoTracker database [26] include hazardous release and contamination sites. A search of each database was conducted on December 13, 2023. The searches revealed no sites are present on the Project site.

4.9.2 Impact Assessment

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. The Project proposes a residential development. The type of hazardous materials that would be associated with Project operations are those typical of residential uses such as cleaning supplies and HVAC equipment. Because of the proposed residential use, it is not expected that the Project would routinely transport,

[24] United States Environmental Protection Agency. Superfund National Priorities List. Accessed December 13, 2023, https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=33cebcdfdd1b4c3a8b51d416956c41f1

[25] California Department of Toxic Substances Control. Envirostor. Accessed December 13, 2023, https://www.envirostor.dtsc.ca.gov/public/

[26] California State Water Resources Control Board. GeoTracker. Accessed December 13, 2023, https://geotracker.waterboards.ca.gov/

use, or dispose of hazardous materials other than those typical of residential uses and such materials would not be of the type of quantity that would pose a significant hazard to the public.

Some appliances and electronics used or stored by residents may contain hazardous components (e.g., refrigerants, oils, etc.); however, these hazardous components are regulated by the EPA under the Toxic Substances Control Act and Clean Air Act and transport of such components are regulated by the U.S. Department of Transportation, Office of Hazardous Materials Safety as implemented in California by Title 13 of the California Code of Regulations (CCR), California Building Code, and Uniform Fire Code, as adopted by the City. Through compliance with regulations, appliances and electronics associated with the Project are not expected to create a significant hazard to the public or the environment.

While demolition and construction activities may include the temporary transport, storage, use or disposal of potentially hazardous materials (e.g., fuels, lubricating fluids, cleaners, solvents, etc.), such activities would be regulated by the Department of Toxic Substances Control through the California Hazardous Waste Control Law and Hazardous Waste Control Regulations as well as by MBARD through Rule 424 (i.e., asbestos-containing materials). Compliance would ensure that construction-related impacts would be less than significant. For these reasons, the Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials and a less than significant impact would occur.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. As described under criterion a), it is not anticipated that the Project itself would involve any operations that would require routine transport, use, or disposal of hazardous materials and therefore is not anticipated to create a significant hazard to the public or the environment through release of hazardous materials, including any reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. While potential impacts would occur through construction-related transport and disposal of hazardous materials, such impacts would be short-term and temporary, and would be reduced to less than significant levels through compliance with local, state, and federal regulations in addition to standard equipment operating practices as described under criterion a). Therefore, the Project would have a less than significant impact.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. Atwater Valley Community School is approximately 190 feet north of the Project site. As described under criteria a) and b) above, the Project is not anticipated to emit hazard emissions or handle hazardous materials, substances, or water that would pose a risk or threat to the school or surrounding area. Therefore, a less than significant impact would occur.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than Significant Impact. According to NPL, EnviroStor, and GeoTracker, the Project site does not include a hazardous material release site. Since there are no active hazardous material release sites on the Project site pursuant to Government Code *Section 65962.5*, the Project would not create a significant hazard to the public of the environment and there would be a less than significant impact.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The nearest public airport or public use airport is the Castle Air Force Base located approximately 2.8 miles northeast of the Project site. The airport was closed in 1995. Because there is not an airport within two (2) miles of the Project site, there would not be a safety hazard for people residing or working in the Project Area and no impact would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project would not involve any new or altered infrastructure associated with evacuation, emergency response, and emergency access routes within the City of Atwater or County of Merced. Construction may require lane closure; however, these activities would be short-term and access through Sunset Drive and/or Matthew Street would be maintained through standard traffic control. Following construction, this roadway would continue to provide access to the site. Furthermore, the Project would be subject to compliance with applicable standards for on-site emergency access including turn radii and fire access. Therefore, through the compliance, the Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan and impacts would be less than significant.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Less than Significant Impact. The Project site is located in an urbanized area surrounded by urban uses. In addition, the site is not identified by Cal Fire to be in a Moderate, High, or Very High Fire Hazard Severity Zone (FHSZ). Future development of the site would result in the construction of structures and installation of infrastructure that would be reviewed and conditioned by the City for compliance with all applicable standards, specifications, and codes. In addition, any structure occupied by humans would be required to be constructed in adherence to the Wildland Urban Interface Codes and Standards of the CBC Chapter 7A. Compliance with such regulations would ensure that the Project meets standards to help prevent loss, injury, or death involving wildland fires. For these reasons, the Project would have a less than significant impact.

4.9.3 Mitigation Measures

None required.

4.10 HYDROLOGY AND WATER QUALITY

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:				
	i. Result in a substantial erosion or siltation on- or off-site;			X	
	ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site:			X	
	iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
	iv. Impede or redirect flood flows?			X	
d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

4.10.1 Environmental Setting

The Project site is within city limits and would be connected to the city's water and stormwater services. The city's water and stormwater services are described as follows.

Water

The City provides water service for residences, commercial establishments, manufacturing plans, institutional facilities, and parks within the city limits. The City operates nine (9) wells to provide water to its customers. All wells are located within the City except for Well #21, which is located at the northeast corner of the Castle Airport facility adjacent to the U.S. Federal prison. [27] In 2016, the City produced an average of eight million gallons per day (mgd). The system has a capacity to pump 15,388 gallons per minute (gpm) and two (2) million gallons of storage. As of 2016, the system serves approximately 6,800 residential connections, 520 commercial connections, six (6) industrial connections, and 45 irrigation connections. [28] The water is distributed through a grid system of pipelines ranging from four (4) to 14 inches in diameter. The system supplies the City with drinking water and provides water for fire protection through fire hydrants.

The City has an overall Supervisory Control and Data Acquisition (SCADA) system that allows for remote monitoring and control of the water system via radio control. This system enhances quick response times to problem situations and fathers real-time, accurate data. The system can accurately determine water production quantities. To protect groundwater resources and minimize the future need to import water from other sources, the City and MID are engaged in efforts to reduce water consumption. New Atwater connections are metered, and per State law, un-metered connections will be metered in the future. [29]

The city's water supply is obtained from the Merced Subbasin, which is part of the larger San Joaquin River Groundwater Basin and is regulated under the Sustainable Groundwater Management Act by the Merced Irrigation-Urban Groundwater Sustainability Agency GSA). The Merced Groundwater Subbasin Groundwater Sustainability Plan (GSP), adopted in December 2019, was developed to address the subbasin's critical overdraft and bring it into balance by 2040. The Subbasin is heavily reliant on groundwater. Of note, the City and MID are working to reduce water consumption. The City has met Assembly Bill No. 2572 requirements for water meter installation in all residences built in/after 1992; such requirements seek to reduce consumption. Implementation of the Merced Groundwater Subbasin GSP will ensure that groundwater supply is sustainability managed.

In an effort to ensure future growth on the eastern side of the City , in 2016 the City negotiated a settlement with the private Meadowbrook Water Company to relocate their "service area" from the area east of Buhach Road, north of State Highway 99 located within the City Sphere of Influence, to an area north of Santa Fe Drive and south of Cardella Road further to the northeast (the Meadowbrook Water Company was sold to Cal American Water Company in late 2016).

---

[27] City of Atwater. (2018). Drinking Water Quality Report. Accessed December 13, 2023, https://www.atwater.org/wp-content/uploads/2019/12/2017-CCR.pdf
[28] City of Atwater; EMC Planning Group, Inc. (2017). 2014-2043 5th Cycle Housing Element Update. Accessed December 13, 2023, https://www.atwater.org/city-of-atwater-2014-2023-5th-cycle-housing-element/
[29] City of Atwater. (July 2018). Drinking Water Quality Report. Accessed December 13, 2023, https://www.atwater.org/wp-content/uploads/2019/12/2017-CCR.pdf

Atwater General Plan established goals and policies related to groundwater use that would potentially influence implementation of the GSP, as listed below. The GSP anticipates that implementation of the GSP will reinforce Atwater's General Plan goals in addition to the groundwater quality monitoring and remediation described therein.

GOAL CO-1. *Support efforts to monitor and remediate existing groundwater contamination within the planning area.*

> ***Policy CO-1.1.*** *Encourage responsible agencies to continue monitoring and remediation of contamination of the aquifer underneath the CAADC site.*
>
> ***Policy CO-1.2.*** *Encourage the County of Merced to pursue remediation of groundwater contamination in the unincorporated portions of the Planning Area.*

GOAL CO-2. *Prevent the creation of new groundwater contamination or the spread of existing contamination.*

> ***Policy CO-2.1.*** *Work with the Regional Water Quality Control Board (RWQCB) to protect, improve, and enhance groundwater quality in the region.*
>
> ***Policy CO-2.2.*** *Educate the public on the proper handling and disposal of hazardous materials and household hazardous waste.*

According to the Atwater General Plan, most of the city of Atwater lies outside the 100-year floodplain designated by the Federal Emergency Management Agency (FEMA). The Seismic and Public Safety Element addresses flood hazards and dam inundation areas through several goals and policies, as listed below.

GOAL SF-4. *Avoid damage to persons and property resulting from flooding.*

> ***Policy SF-4.1.*** *Restrict development within the 100-year floodplain in a manner that effectively prevents damage to persons and property.*

GOAL SF-5. *Reduce potential flood impacts resulting from dam failures.*

> ***Policy SF-5.1.*** *Ensure that the City's Emergency Plan is updated to include dam failure inundation as a potential emergency and procedures for the efficient and orderly notification and evacuation of potential dam inundation areas.*
>
> ***Policy SF-5.2.*** *Request that the U.S. Army Corps of Engineers provide information relative to the potential dam inundation area associated with Castle Reservoir.*

Stormwater

The City of Atwater, County of Merced, City of Merced, and MID together form a Storm Water Management Group with the purpose to develop a plan to share costs in order to assure the continuity of program elements between agencies and fulfill the requirements set forth by the RWQCB General Permit. The City's storm drainage system generally consists of retention basins with a discharge to a natural drain or MID canal. There are 13 detention basins and 16 storm water lift stations in the city, with pumping capacities ranging from 75 gpm to 8,000 gpm. The City has an agreement with MID for storm water discharge that includes a fee for maintenance of the canal system. MID sets a maximum rate of discharge for each development. In some situations, where service is not available, the City requires private basins to be constructed on Project sites.

4.10.2 Impact Assessment

Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. Because the Project site is greater than one (1) acre in size, the developer is required to prepare a SWPPP (Section 4.7) in compliance with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2012-0006-DWQ). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. Implementation of the SWPPP minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. These provisions minimize the potential for the Project to violate any waste discharge requirements or otherwise substantially degrade surface or ground water quality. Further, runoff resulting from the Project would be managed in compliance with the approved grading and drainage plans. Thus, compliance with existing regulations including the General Construction Permit, BMPs, and AMC in addition to approved plans would reduce potential impacts related to water quality and waste discharge to less than significant levels.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact. The City's long-term water resource planning for existing and future demand is addressed in the City's 2020 Urban Water Management Plan (UWMP). [30] This plan is intended to serve as a tool for planning and phasing the construction of future domestic water supply infrastructure for the projected buildout of the City of Atwater, in accordance with the General Plan.

According to the UWMP, the City uses groundwater wells as the sole source of supply; the City does not use any other water sources including surface water, storm water, recycled water, or desalinated water. As such, groundwater should be viewed as a sustainable resource. The Merced Subbasin Groundwater Sustainability Plan (GSP), adopted in 2019 and revised in 2022, has a goal to achieve sustainable groundwater management on a long-term average basis by increasing recharge and/or reducing groundwater pumping, while avoiding undesirable results. [31] The implementation of the GSP is expected to improve the long-term water supply reliability for the City. Along with the adoption of the UWMP and GSP, the City adopted its Water Shortage Contingency Plan, which consists of four (4) stages to allow the City to reduce its water demand in addition to several restrictions and prohibitions on end users.

Projected water use for each sector is included in Table 4-7. Residential water uses account for approximately 57% of potable water used citywide.

Table 4-7 Projected Potable Water Demand by Sector, 2025 – 2040

Use Type	Water Use by Volume (AF)			
	2025	2030	2035	2040
Single-Family	4,582	4,907	5,254	5,626

[30] City of Atwater (2022). 2020 Urban Water Management Plan. Accessed January 4, 2024, https://www.atwater.org/wp-content/uploads/2022/04/Final-2020-Urban-Water-Management-Plan.pdf
[31] Merced SGMA. (2022). Resources. Accessed January 4, 2024, https://mercedsgma.org/resources#documents

Multi-Family	951	1,018	1,090	1,167
Commercial	2,449	2,622	2,808	3,007
Other	1,660	1,777	1,903	2,038
Total	**9,642**	**10,324**	**11,056**	**11,838**

Source: *City of Atwater, 2020 Urban Water Management Plan, 2022*

According the UWMP, the Project site is located within the City's current service area. The Project has been reviewed by the City and is required to connect to the available water facilities and install water meter box(es) for service. A Water Connection Fee, including Service Connection Fee, Water Capacity Fees, and Water Meter Fee, would be charged for the installation of new water services and meters to serve the property would be assessed based on the number of residential units proposed. Water services would be read and billed monthly on a volume-of use basis.

Potable water demands for the Project were estimated using UWMP's target/unconstrained per capita water use, which is 254 gallons per capita per day (gpcd). It should be noted that the actual water use recorded in 2020 was less than this target at 241 gpcd. The Project site has an existing General Plan land use designation of VLDR – Very Low Density Residential and proposes a GPA to the HDR – High Density Residential land use designation. Table 4-8 summarizes the total water demands to be expected. As shown, the existing land use would utilize approximately 2.6 acre-feet per year (AFY) compared to an estimated 22.0 AFY under the proposed use. Development of the Project site would account for a less than 1% increase above the City's 2020 water demand of 8,559 acre-feet (AF).[32] In addition, the minimal increase in demand would not exceed available groundwater supplies during a normal year water supply estimate of 24,195 AFY (according to pumping capacity). Therefore, the Project would be accommodated by existing groundwater supplies and impacts would be less than significant.

Table 4-8 Summary of Total Water Demands by Land Use

Land Use	# of Units	Water Demand Factor	Household Size *	Water Demand (Gallon per Day) **	Water Demand (Acre-Feet per Year)
VLDR – Very Low Density Residential	3 (maximum)	254 gpcd	3.09	2,354.58	2.6
HDR – High Density Residential	25 (proposed)	254 gpcd	3.09	19,621.50	22.0

** Source: U.S. Census Bureau. 2023. QuickFacts: Atwater city, California. Accessed on January 2, 2024, https://www.census.gov/quickfacts/fact/table/atwatercitycalifornia/PST120222*

*** Water Demand = # of Units * Household Size * Water Demand Factor.*

Furthermore, adherence to connection requirements and recommendations pursuant to the City's water conservation efforts (e.g., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact water supply or impede water management. In particular, the Project would be built accordance with all mandatory outdoor water use requirements as outlined in the applicable California Green Building Standards Code, Title 24, Part 11, Section 4.304 – Outdoor Water Use and verified through the building

[32] City of Fresno (2021). 2020 Urban Water Management Plan. Accessed February 24, 2023, https://www.fresno.gov/publicutilities/wp-content/uploads/sites/16/2021/06/Fresno-2020-UWMP_Public-Draft_2021-06-29.pdf

permit process. As a multi-family residential development that would contain landscaping, the Project shall comply with the updated Model Water Efficient Landscape Ordinance (MWELO) (California Code of Regulations, Title 23, Chapter 2.7, Division 2), as implemented and enforced through the building permit process. Therefore, through compliance, the potential for the Project to substantially decrease groundwater supplies is limited and impacts would be less than significant.

In addition, development of the Project site would increase impervious surfaces which could increase stormwater runoff and reduce groundwater recharge. However, the Project proposes the construction of two (2) bioretention areas to collect and retain groundwater recharge. Therefore, potential for the Project to interfere substantially with groundwater recharge such that the Project would impede sustainable groundwater management of the basin is limited and impacts would be less than significant.

Overall, the proposed Project would not generate significantly greater water demand than would otherwise occur with a higher intensity land use. As a result, it can be presumed that the existing and planned water distribution system and supplies should be adequate to serve the Project, and the Project would thereby not decrease groundwater supplies, interfere substantially with groundwater recharge, or impede sustainable groundwater management of the basin. In addition, adherence to connection requirements and recommendations pursuant to the City's water supply planning efforts (i.e., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact the City's water provision. For these reasons, a less than significant impact would occur as a result of the Project.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on- or off-site?

Less than Significant Impact. Erosion is a natural process in which soil is moved from place to place by wind or from flowing water. The effects of erosion within the Project site can be accelerated by ground-disturbing activities associated with development. Siltation is the settling of sediment to the bed of a stream or lake which increases the turbidity of water. Turbid water can have harmful effects to aquatic life by clogging fish gills, reducing spawning habitat, and suppressing aquatic vegetation growth.

Soil erosion and loss of topsoil can be caused by natural factors, such as wind and flowing water, and human activity. Bare soils, common within agricultural land, are more susceptible to erosion than an already developed urban land, thus it is not expected that erosion could occur on-site. Development of the Project site would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Soil disturbance during construction is largely caused by the use of water. Excessive soil erosion could cause damage to existing structures and roadways.

The likelihood of erosion occurring during construction would be reduced through site grading and surfacing, which would be subject to review and approval by the City for compliance with applicable standards. Future development of the Project site would be required to comply with the Project's SWPPP, construction-related erosion controls and BMPs would be implemented to reduce potential impacts related to erosion and siltation. These BMPs would include, but are not limited to, covering and/or binding soil surfaces to prevent soil from being detached and transported by water or wind, and the use of barriers such as straw bales and sandbags to control sediment. Together, the controls and BMPs are intended to limit soil transportation and erosion. As such, the likelihood of

erosion would be further reduced through compliance with regulations including the General Construction Permit, BMPs, and approved grading and drainage plans as described under criterion a). With these provisions in place, the impact on soil and topsoil by the Project would be considered less than significant.

ii. Substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Less than Significant Impact. Development of the site would result in an increase in the amount of impervious surface, which could increase the volume of runoff. Impervious area pre- and post-construction are estimated to be 49,425 sf. and 17,260 sf., respectively. The Project proposes two (2) bioretention areas to manage surfer runoff to prevent flooding. As previously discussed, development of the site would require compliance with the SWPPP, approved grading and drainage plan, and implementation of BMPs that would control and direct runoff. Compliance would ensure that construction impacts related to the alteration of the site's natural hydrology and the potential increase in runoff that would result in flooding on- or off-site would be less than significant.

iii. Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact. Development of the site would disturb the site's vegetation and soil and temporarily alter the natural hydrology of the site. However, compliance with the SWPPP, approved grading and drainage plan, and implementation of BMPs that would control, and direct runoff would reduce construction impacts related to alteration of the site's natural hydrology and the potential increase in runoff or polluted runoff in excess of existing or planned stormwater drainage systems. Therefore, construction would not result in the creation or contribution of additional sources of runoff or polluted runoff in exceedance of the existing or planned stormwater drainage systems and impacts would be less than significant.

Regarding operational impacts, development of the site would result in an increase in the impervious surface area which would increase runoff from the site. However, compliance with the approved grading and drainage plans would reduce the potential for the Project to cause substantial additional polluted runoff or runoff in excess of existing or planned stormwater drainage systems. A less than significant impact would occur.

iv. Impede or redirect flood flows?

Less than Significant Impact. Although the construction of the proposed Project would increase impervious surfaces, the Project would be required to maintain the site's drainage pattern through Project-specific grading and drainage plans that would be reviewed and approved by the City prior to the issuance of building permits. Through compliance, the potential for the Project to impede or redirect flood flows would be minimized or eliminated and a less than significant impact would occur.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant Impact. The Project site is designated as Zone X on the most recent Flood Insurance Rate Map (FIRM) No. 06047C0405G, dated December 2, 2008. [33] Zone X is a flood hazard area with a 0.2 percent annual

[33] FEMA. FEMA Flood Map Service Center: Search by Address. Accessed December 13, 2023, https://msc.fema.gov/portal/search?AddressQuery=255%20E%20Bellevue%20Rd%20Atwater%2C%20CA%2095301#searchresultsanchor

chance of flood hazard and one (1) precent annual chance flood with average depth less than one foot or with drainage areas of less than one (1) square mile. In addition, the City, inclusive of the Project site, has historically been subject to low to moderate ground shaking and has a relatively low probability of shaking. Seiches are unlikely to form due to the low seismic energy produced in the area. Therefore, as a low-risk area, the Project would have a less than significant impact as it relates to the risk release of pollutants due to project inundations.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact. The Project site is located within the jurisdiction of the Merced Irrigation-Urban GSA and is therefore subject to the Merced Groundwater Subbasin GSP adopted in 2019 and revised in 2022. As described under criterion (b) above, the Project would not decrease groundwater supplies or interfere substantially with groundwater recharge. In addition, the GSP anticipates that implementation of the GSP will reinforce Atwater's General Plan goals in addition to the groundwater quality monitoring and remediation described therein. Therefore, based on compliance with such plans, it can be determined that the Project would not conflict with or obstruct implementation of water quality control plans or sustainable groundwater management plans. For these reasons, a less than significant impact would occur because of the Project.

4.10.3 Mitigation Measures

None required.

4.11 LAND USE PLANNING

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Physically divide an established community?			X	
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

4.11.1 Environmental Setting

The Project proposes a General Plan Amendment to change the Atwater General Plan land use designation from VLDR – Very Low Density Residential to HDR – High Density Residential. A Zone Change is also proposed to change the zoning of the site from R-E – Residential Estate to R-3-1.5 – High Density Residential. A Tentative Parcel Map (TPM) is proposed to split the 1.13-acre site into three (3) parcels, and a Site Plan Review (SPR) would facilitate the development of a 2-story apartment structure on each parcel, totaling 25 dwelling units.

4.11.2 Impact Assessment

Would the project:

a) Physically divide an established community?

Less than Significant Impact. Typically, physical division of an established community would occur if a Project introduced new incompatible uses inconsistent with the planned or existing land uses or created a physical barrier that impeded access within the community. Typical examples of physical barriers include the introduction of new, intersecting roadways, roadway closures, and construction of new major utility infrastructure (e.g., transmission lines, storm channels, etc.).

Surrounding Land Uses

The Project site is generally surrounded by institutional use, residential use and vacant land. Properties to the east, and west are planned and zoned for residential uses, and properties to the south are zoned for agricultural use within the County and planned as Urban Reserve. The Project site is currently vacant with improvements along street frontages and proposes to be developed with multi-family residential use. Proposed site improvements are regulated by development standards and zoning regulations, including height, landscaping, setbacks, improvements, right-of-way dedications, open space, and parking, etc. Review of SPR 23-19-0500 ensures that the Project is consistent and therefore compatible with the existing residential use surrounding the Project site. Therefore, implementation of the Project would be generally consistent with the existing and planned land uses within the Project area.

Circulation System

Access to the site would be provided via one (1) point of ingress/egress on Matthew Street and one (1) point of ingress/egress on Everett Street. Existing 5-feet public sidewalks are located along the north, east, and west of the

site, connecting to existing sidewalks to the adjacent property to the west. Internal circulation of the site would include a 25-feet drive aisle for automobiles and 5-feet wide concrete sidewalks for pedestrians. As such, the Project would be served by the existing circulation system and related infrastructure. Therefore, implementation of the Project would not include the introduction of new, intersecting roadways.

Utility Infrastructure

The Project site would be required to connect to the City's water, wastewater, and stormwater services. Natural gas, electricity, telecommunications, and solid waste services are provided by private companies. Utility systems are described and analyzed in Section 4.10 and Section 4.15. Based on the analysis, implementation of the Project would not result in the construction of new, major utility infrastructure.

As such, the Project does not represent a significant change in the surrounding area as it would develop a vacant and undeveloped site with residential uses that are consistent and compatible with existing uses surrounding the Project site. In addition, the Project does not propose new roadways and does not include major utility infrastructure. For these reasons, the Project would not result in the physical division of an established community and would thereby have a less than significant impact.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. The Project proposes to construct a 25-unit multi-family development with the approval of the associated General Plan Amendment, Zone Change, Tentative Subdivision Map, and Site Plan Review. Approval of the General Plan Amendment and Zone Change would increase the residential density that is permitted on the Project site.

Generally, policy conflicts are environmental impacts when they would result in direct physical impacts or where those conflicts relate to avoiding or mitigating environmental impacts. As such, associated physical environmental impacts are discussed in this document under specific topical sections, such as Biological Resources, Cultural Resources, and Tribal Cultural Resources. The Project includes a General Plan Amendment and Zone Change to provide increased density for residential development. A discussion of land use policies that are applicable to the Project are included in Table 4-9. As discussed below, the Project is generally consistent with the proposed General Plan residential land use designation.

Table 4-9 Discussion on Land Use Policies in the General Plan for Residential Development

General Plan Policy	Project Consistency
Policy LU-1.4 Limit Residential Development Along Highways. *The City shall limit residential development from fronting State Highway 145 and State Highway 180 to ensure public safety. Residential development along these facilities shall be designed and buffered to reduce noise and air pollutant impacts to the maximum extent reasonably feasible and consistent with CEQA review.*	**Consistent.** The Project site does not front and is not within the vicinity of any State Highways.

4.11.3 Mitigation Measures

None required.

4.12 MINERAL RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

4.12.1 Environmental Setting

For the purposes of CEQA, mineral resources are land areas or deposits deemed significant by the California Department of Conservation (DOC). Mineral resources include oil, natural gas, and metallic and nonmetallic deposits, including aggregate resources. The California Geological Survey (CGS) classifies and designates areas within California that contain or potentially contain significant mineral resources. Lands are classified into Aggregate and Mineral Resource Zones (MRZs), which identify known or inferred significant mineral resources. According to the California Department of Conservation, CGS's Surface Mining and Reclamation Act (SMARA) Mineral Lands Classification (MLC) data portal, the Project site is in the "MRZ-4" zone, which are "areas where available geologic information is inadequate to assign to any other mineral resource zone category". [34] In addition, the City of Atwater, inclusive of the Project site, is not within a CalGEM-recognized oilfield and there are no oil and gas wells on-site. [35]

4.12.2 Impact Assessment

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project site is not located in an area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, no impact would occur as a result of the Project.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As described above, the Project site is not located in an area designated for mineral resource preservation or recovery and as a result, the Project would not result in the loss of availability of a known mineral

[34] California Department of Conservation. (2021). Mineral Lands Classification. Accessed on January 2, 2024, https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc
[35] California Department of Conservation. Well Finder. Accessed on January 2, 2024, https://maps.conservation.ca.gov/doggr/wellfinder/

resource that would be of value to the region and the residents of the state. Further, the site is not delineated in the General Plan, a Specific Plan, or other land use plan as a locally important mineral resource recovery site, thus it would not result in the loss of availability of a locally important mineral resource. Therefore, no impact would occur as a result of the Project.

4.12.3 Mitigation Measures

None required.

4.13 NOISE

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b)	Generation of excessive groundborne vibration or groundborne noise levels?			X	
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

4.13.1 Environmental Setting

In general, there are two (2) types of noise sources: 1) mobile source and 2) stationary sounds. Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Stationary sounds are sources that do not move such as machinery or construction sites. Two (2) noise generating activities of the Project would include construction (short-term, temporary) and operational (long-term) noise.

Sensitive land uses include residential, schools, churches, nursing homes, hospitals, and open space/recreation areas. Commercial, farmland, and industrial areas are not considered noise sensitive and generally have higher tolerances for exterior and interior noise levels. The nearest sensitive land uses are single-family residential subdivisions adjacent to the Project site on the east and west, in addition to the mobile home parks to the south of the site.

The Atwater General Plan Noise Element and Atwater Municipal Code *Chapter 8 – Health and Safety* outlines policies and regulations to mitigate health effects of noise in the community and prevent exposures to excessive noise levels. Specific to residential uses in the city of Atwater, 55-60 dB is an acceptable level of community noise exposure. Anything above 75 dB is considered to be generally unacceptable. [36]

Existing Ambient Noise Environment

[36] General Plan, Figure 13.1 Land Use Compatibility Guidelines for Development, 1990

The Project site's existing noise environment is impacted by various noise sources. As previously discussed, the Project site is bounded by single-family residences to the east and south, and a community school to the north. Associated noise from residential uses includes vehicles and typical neighborhood noise (i.e. talking, car doors shutting, dogs barking, etc.), which are usually minimized by trees and landscaping. The Project site is also bounded by vacant land to the west. The Project site is not located within the Airport Influence Area of the Castle Airport, nor is it within the Airport's CNEL noise contour. Other sources of noise include the vehicular traffic on Sunset Drive, a local road.

4.13.2 Impact Assessment

Would the project:

a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?*

Less than Significant Impact. Noise generating activities of the Project would include traffic noise and stationery-source noise, such as operations and construction as described below. It is not anticipated that Project would generate substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards, given the type of development proposed (i.e., residential).

Traffic Noise Exposure

Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Sensitive land uses include residential, schools, churches, nursing homes, hospitals, and open space-recreation areas. Commercial, farmland, and industrial areas are not considered noise sensitive and generally have higher tolerances for exterior and interior noise levels. The nearest sensitive land uses are single-family residences to the east and south of the Project site and the community school to the north of the Project site.

According to the General Plan Noise Element, the Project site is not within the 60 dB L_{dn} contour under existing conditions. However, the Project site is projected to be within the 60 dB L_{dn} contour for projected future conditions on major roadways within the City. The primary source of on-going noise from the future residential project will be from vehicles traveling to and from the site. The Project will generate an increase in traffic on some roadways in the Project vicinity. However, the relatively low number of new trips (i.e., 168.5 ADTs) associated with the Project is not likely to increase the ambient noise levels by a significant amount as the area is active with vehicles. As such, it is expected that the traffic noise levels will increase minimally and will not cause a significant impact.

Operational Noise Exposure

The proposed residential use is expected to generate typical neighborhood noise (i.e. talking, car doors shutting, dogs barking, etc.). These noises are expected to be minimal due to the relatively low number of units proposed (i.e., 25 units), and will not introduce a new significant source of noise that isn't already occurring in the area. In addition, household machinery sounds (e.g., HVAC systems, refrigerators, etc.) will be confined within the interior of the buildings. As such, it is expected that the operational noise generated by the Project will be minimal and most likely not cause significant impact to existing uses.

Construction Noise Exposure

Construction Noise Exposure

Construction noise will result from construction activities through the use of construction equipment for grading the site and building the proposed structures. Construction phases would include demolition, site preparation, grading, building construction, architectural coating, and paving. Of all construction phases, it is anticipated that grading would produce the loudest noise.

Construction noise was estimated using the FHWA Roadway Construction Noise Model (RCNM) Version 1.0. For the purpose of this noise assessment, general construction equipment, including air compressors, mixers, cranes, forklifts, generator sets, graders, pavers, paving equipment, rollers, dozers, tractors, and welders, are included in the construction noise modeling. According to existing and anticipated land use within and around the Project site, the baseline and receptors that are analyzed in the RCNM are shown in Table 4-9.

Table 4-10 Receptors and Baseline Analyzed in the RCNM

Location	Land Use	Total dB L_{eq} *
165 feet to the north	School	76.7
100 feet to the east	Residential	81.0

** This number estimates noise when all equipment is used at the same time.*

Short-term construction noises include traffic noise generated from transporting construction equipment and materials and construction worker commuting. These activities would raise noise levels near the site. According to modeling of the FHWA RCNM Version 1.0, construction noise generated from the offroad equipment is estimated to be 76.7 and 81.0 dB L_{eq} if all equipment was used at the same time. Ambient noise from construction activities would cease upon completion of construction. Since the City of Atwater does not have a threshold for construction noise, the construction noise assessment is done for informational purposes.

Although the nearby residential uses would experience elevated noise levels from construction, these activities would be temporary and would generally take place in accordance with AMC *Section 8.44.050* which regulates permissible hours of construction between the hours of 7:00 am and 7:00 pm, Monday through Friday, and 9:00 am and 5:00 pm, Saturdays and Sundays.

Overall, Project construction is not expected to result in a significant impact because the noise would be regulated by the AMC. Noise would thereby be generated during daylight hours and not during evening or more noise-sensitive time periods; and the increase in noise would cease upon completion of the Project. For these reasons, a less than significant impact would occur.

Although the Project would result in increased ambient noise level at the Project site, compliance with the General Plan policies and AMC requirements would result in the Project's compliance with applicable standards. Overall, the Project would result in a less than significant impact in regard to noise.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Ground borne vibration may result from operations and/or construction, depending on the use of equipment (e.g., pile drivers, bulldozers, jackhammers, etc.), distance to affected structures, and soil type. Depending on the method, equipment-generated vibrations could spread through the ground and affect nearby buildings. It is not anticipated that the Project would generate excessive ground borne vibration or ground borne noise levels, given the type of development. Further, construction or operation of the Project would not involve equipment that would generate substantial groundborne vibration of ground borne noise levels. As

discussed under criterion project-generated stationary noise sources would be regulated by the AMC. Through compliance with the AMC, the Project would result in a less than significant impact.

c) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The nearest public airport to the Project site is the Merced County Castle Airport which is 3.4 miles northeast of the site. According to the Merced County Airport Land Use Compatibility Plan (2012) and the Castle Airport Master Plan (2011), the Project site is located outside of the airport's Airport Influence Area and is therefore not subject to land use compatibility policies. [37] [38] Therefore, the Project would have no impact.

4.13.3 Mitigation Measures

None required.

[37] County of Merced. (2021). Merced County Airport Land Use Compatibility Plan. Accessed on January 2, 2024, https://www.co.merced.ca.us/406/Airport-Land-Use-Commission

[38] County of Merced. (2011). Castle Airport Master Plan. Accessed on January 2, 2024, http://web2.co.merced.ca.us/pdfs/env_docs/castle/CAED/Castle_AMP_full.pdf

4.14 POPULATION AND HOUSING

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

4.14.1 Environmental Setting

CEQA Guidelines *Section 15126.2(d)* requires that a CEQA document discuss the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The CEQA Guidelines provide an example of a major expansion of a wastewater treatment plant that may allow for more construction within the service area. The CEQA Guidelines also note that the evaluation of growth inducement should consider the characteristics of a project that may encourage or facilitate other activities that could significantly affect the environment. Direct and Indirect Growth Inducement consists of activities that directly facilitate population growth, such as construction of new dwelling units. A key consideration in evaluating growth inducement is whether the activity in question constitutes "planned growth."

City of Atwater General Plan

The City of Atwater General Plan estimates the capacity of existing residential uses to hold a total of 64,172 people at full buildout of the city's Planning Area.

U.S. Census Bureau

According to the U.S. Census Bureau, the population of Atwater is 32,372 with an average household size of 3.09 in 2022. [39]

4.14.2 Impact Assessment

Would the project:

[39] U.S. Census Bureau. 2023. QuickFacts: Atwater city, California. Accessed on January 2, 2024, https://www.census.gov/quickfacts/fact/table/atwatercitycalifornia/PST120222

a) *Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

Less than Significant Impact. The Project includes a General Plan Amendment and Rezone that requests a land use change from VLDR – Very Low Density Residential to HDR – High Density Residential and a rezone from R-E – Residential Estate to R-3-1.5 – High Density Residential, consistent with the proposed land use designation.

The Project proposes the development of a 25-unit multi-family residential development. Based on an average household size of 3.09, 25 units could generate approximately 77 new residents thereby increasing the city's population from 32,372 to 32,449.

Overall, the population and housing units generated by the proposed Project would be within the Atwater General Plan projections for Atwater. Therefore, the Project would not induce substantial unplanned population growth and a less than significant impact would occur.

b) *Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact. The Project site is currently vacant with no structures. The site does not contain any existing housing or residential uses. Since the site does not currently provide housing, future development of the Project site would not result in the physical displacement of people or housing. No impact would occur because of the Project.

4.14.3 Mitigation Measures

None required.

4.15 PUBLIC SERVICES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i.	Fire protection?			X	
ii.	Police protection?			X	
iii.	Schools?			X	
iv.	Parks?			X	
v.	Other public facilities?			X	

4.15.1 Environmental Setting

The Project is located within Atwater city limits and thus, would receive public services provided by the City of Atwater and will be subject to fees to provide such services, as applicable. Services provided are described as follows.

Fire Protection Services

Fire protection services in the city are provided by Cal Fire; the City also has a mutual aid agreement with the City of Merced that was established in 1993. The City of Atwater operates two (2) fire stations: Station 41 at 699 Broadway Avenue and Station 42 at 2006 Avenue Two. In 2017, the City updated the Municipal Service Review and cited a response time of less than seven (7) minutes for 90 percent of responses. The Project would be reviewed by Cal Fire and is subject to regulations and standards such as the California Uniform Fire Code (UFC), which includes regulations on construction, maintenance, and building use.

Police Protection Services

Police protection services within the city are provided by the Atwater Police Department. The Police Department currently operates from the main police station located at Bellevue Road. The Police Department divides the city into two (2) sectors, north and south. The Police Department reviews all projects to ensure that building and site designs consider utilization of crime prevention features and techniques.

Schools

Educational services within the Project area are primarily served by Atwater Elementary School District and the Merced Union High School District. Funding for schools and school facilities impacts is outlined in Education Code Section 17620 and Government Code *Section 65995 et. Seq.*, which governs the amount of fees that can be levied against new development. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute is deemed "full and complete mitigation."

Parks and Recreation

Park and Recreational facilities are overseen by the Atwater Recreation Department. According to the Atwater General Plan, the City's park standard is a minimum of 3.0 park acres per 1,000 population. To mitigate any impacts to park and recreational facilities, residential projects may be conditioned by the City to pay the Park and Recreation Facilities Tax in addition to any requirements of the Quimby Act.

4.15.2 Impact Assessment

Would the project:

a) ***Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:***

i. Fire protection?

Less than Significant Impact. The Project will be served by Cal Fire. Atwater Fire Station 41 is approximately 0.9 miles northeast of the Project site. The Project's proximity to the existing fire station would support adequate service ratios, response times, and other performance objectives for fire protection services. In addition, Cal Fire will review the Project for requirements related to water supply, fire hydrants, and fire apparatus access to the structures proposed on site. For these reasons, it can be determined that the Project can be served by existing facilities and would not result in the need for new or altered facilities and as a result, a less than significant impact would occur.

ii. Police protection?

Less than Significant Impact. The Project will be served by the Atwater Police Department. The Project site is approximately 1.7 miles southwest of the city's Police Department. The Project is subject to the Police Facilities Fee for construction and acquisition costs for improvements to police protection services and facilities. For these reasons, it can be determined that the Project can be served by existing facilities and would not result in the need for new or altered facilities and as a result, a less than significant impact would occur.

iii. Schools?

Less than Significant Impact. Since the Project proposes the development of 25 residential units, the Project is subject to school fees. The development and management of school sites are the responsibility of school districts and elected governing school boards. Funding for schools and school facilities impacts is outlined in Education Code *Section 17620* and Government Code *Section 65995 et. Seq.*, which governs the amount of fees that can be levied against new development. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute is deemed "full and complete mitigation." In addition, the site is planned and zoned for

residential development and has been previously accounted for in siting school facilities. Therefore, a less than significant impact would occur.

iv. Parks?

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from residential development. The Project proposes residential development that would introduce residents to the area and therefore increase the demand for and use of existing neighborhood and regional parks or other recreational facilities. The nearest parks to the Project site include Bloss Park (0.8 miles northeast), Atwater Memorial Ballpark (0.9 miles northeast), Ralston Park (0.9 miles northeast), and Heller Park (0.9 miles north). As a multi-family residential development, the Project would be subject to providing on-site open space pursuant to AMC *Section 17.24* in addition to the Park and Recreation Facilities Tax and in-lieu fee requirements to mitigate any potential impacts to municipally owned parks. The Project includes approximately 17,552 sf. of landscaped area throughout the site including two (2) bioretention areas. Compliance with these requirements would reduce any impacts resulting from increased residential demand for park and recreational facilities so as to not cause substantial physical deterioration of the facilities. For these reasons, the Project would have a less than significant impact.

v. Other public facilities?

Less than Significant Impact. The Project introduces residences to the area, thus increasing the demand for other public services, such as courts, libraries, hospitals, etc., which could result in development or expansion of public facilities. Typical environmental impacts associated with the development of these facilities include air quality, greenhouse gas emissions, noise, traffic, etc. The expansion of these facilities would be subject to CEQA as they are proposed. In addition, future development would be subject to the payment of the Development Impact Fee in order to mitigate any potential impacts to these public facilities. As a result, the Project would have a less than significant impact.

4.15.3 Mitigation Measures

None required.

4.16 RECREATION

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

4.16.1 Environmental Setting

Park and Recreational facilities are overseen by the Atwater Recreation Department. According to the Atwater General Plan, the City's park standard is a minimum of 3.0 park acres per 1,000 population. To mitigate any impacts to park and recreational facilities, residential projects may be conditioned by the City to pay the Park and Recreation Facilities Tax in addition to any requirements of the Quimby Act.

Atwater General Plan

The Atwater General Plan Land Use, Public Facilities and Community Infrastructure Element includes the following objectives and policies related to park and recreational facilities and services:

GOAL LU-23. *Develop a comprehensive strategy for parkland acquisition, construction, and maintenance which meets the community's adopted standards for recreation facilities.*

> ***Policy LU-23.1.*** *Strive to maintain or exceed a minimum standard of 3.0 acres of public park land per 1,000 population.*
>
> ***Policy LU-23.2.*** *Ensure that park and recreation facilities are distributed equitably throughout the community.*
>
> ***Policy LU-23.3.*** *Identify areas of the City that are deficient in park and recreational facilities and assign top priority for future park construction to these areas.*
>
> ***Policy LU-23.4.*** *Incorporate park and recreation facilities within the CAADC into the City's park system, as appropriate.*
>
> ***Policy LU-23.5.*** *Encourage private ownership and operation of park and recreation facilities located within the CAADC that are not incorporated into the City's system.*

4.16.2 Impact Assessment

Would the project:

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from residential development. The Project proposes residential development that would introduce residents to the area and therefore increase the demand for and use of existing neighborhood and regional parks or other recreational facilities. The nearest parks to the Project site include Bloss Park (0.8 miles northeast), Atwater Memorial Ballpark (0.9 miles northeast), Ralston Park (0.9 miles northeast), and Heller Park (0.9 miles north). As a multi-family residential development, the Project would be subject to providing on-site open space pursuant to AMC *Section 17.24* in addition to the Park and Recreation Facilities Tax and in-lieu fee requirements to mitigate any potential impacts to municipally owned parks. The Project includes approximately 17,552 sf. of landscaped area throughout the site including two (2) bioretention areas. Compliance with these requirements would reduce any impacts resulting from increased residential demand for park and recreational facilities so as to not cause substantial physical deterioration of the facilities. For these reasons, the Project would have a less than significant impact.

b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

Less than Significant Impact. The Project includes on-site recreational facilities as described under criterion a). Other than the on-site facilities, the Project would not require the construction or expansion of recreational facilities. The on-site recreational facilities would be developed in accordance with on-site open space requirements pursuant to AMC *Section 17.24*. Compliance would ensure that the facilities would not be in an area or be built to a scale that would cause an adverse physical effect on the environment. As a result, a less than significant impact would occur.

4.16.3 Mitigation Measures

None required.

4.17 TRANSPORTATION

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b)	Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			X	
c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d)	Result in inadequate emergency access?			X	

4.17.1 Environmental Setting

The Project site is currently vacant with no structures. The site contains existing improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. Sunset Drive, a two-lane, east-west local road forms the southerly site boundary. Matthew Street, a two-lane loop, forms the eastern and northern site boundary. The Project proposes the development of three (3) apartment buildings totaling 25 dwelling units.

CEQA Guidelines

Under Senate Bill 743 (SB743), traffic impacts are related to Vehicle Miles Traveled (VMT). The VMT metric became mandatory on July 1, 2020. Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual automobile travel (additional miles driven) a proposed Project would create on California roads. If the project adds excessive automobile travel onto roads, then the project may cause a significant transportation impact. Therefore, LOS measures of impacts on traffic facilities are no longer a relevant CEQA criteria for transportation impacts.

To implement SB 743, the CEQA Guidelines were amended by adding *Section 15064.3*. According to *Section 15064.3*, VMT measures the automobile travel generated from a proposed project (i.e., the additional miles driven). Here, 'automobile' refers to on-road passenger vehicles such as cars and light-duty trucks. If a proposed project adds excessive automobile travel on California roads thereby exceeding an applicable threshold of significance, then the project may cause a significant transportation impact.

Among its provisions, *Section 15064.3(b)* establishes criteria for analyzing transportation impacts. Specifically, *Section 15064.3(b) (1)* establishes a less than significant presumption for certain land use projects that are proposed

within ½-mile of an existing major transit stop or along a high-quality transit corridor. If this presumption does not apply to a land use project, then the VMT can be qualitatively or quantitatively analyzed.

In the case that quantitative models or methods are not available to the lead agency to estimate the VMT for the project being considered, provisions of CEQA Guidelines *Section 15064.3(b)(3)* permits the lead agency to conduct a qualitative analysis. The qualitative analysis may evaluate factors including but not limited to the availability of transit, proximity to other destinations, and construction traffic.

Lastly, *Section 15064.3(b)(4)* of the CEQA Guidelines states that *"[a] lead agency has discretion to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revision to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section."*

SB 743 Technical Advisory

In April 2018, the Governor's Office of Planning and Research (OPR) issued the Technical Advisory on Evaluating Transportation Impacts in CEQA (Technical Advisory) (revised December 2018) to provide technical recommendations regarding VMT, thresholds of significance, and mitigation measures for a variety of land use project types.

The Technical Advisory includes screening thresholds for agencies to use in order to identify when a project should be expected to cause a less-than-significant impact without conducting a detailed study.

- *Screening Thresholds for Small Project.* Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than significant transportation impact. This threshold is based on a CEQA categorical exemption for existing facilities, including additions to existing structures of up to 10,00 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area.
- *Map-Based Screening Threshold for Residential and Office Projects.* Residential and office projects that locate in areas with low VMT, and that incorporate similar features (i.e., density, mix of uses, transit accessibility), will tend to exhibit similarly low VMT. Maps created with VMT data, for example from a travel survey or a travel demand model, can illustrate areas that are currently below threshold VMT. Because new development in such locations would likely result in a similar level of VMT, such maps can be used to screen out residential and office projects from needing to prepare a detailed VMT analysis.
- *Presumption of Less Than Significant Impact Near Transit Thresholds.* Proposed CEQA Guideline *Section 15064.3*, subdivision (b)(1), states that lead agencies generally should presume that certain projects (including residential, retail, and office projects, as well as projects that are a mix of these uses) proposed within ½ mile of an existing major transit stop or an existing stop along a high quality transit corridor will have a less-than-significant impact on VMT. This presumption would not apply, however, if project-specific or location-specific information indicates that the project will still generate significant levels of VMT.

- *Presumption of Less Than Significant Impact for Affordable Residential Development.* Adding affordable housing to infill locations generally improves jobs-housing match, in turn shortening commutes and reducing VMT. Therefore, a project consisting of a high percentage of affordable housing may be a basis for the lead agency to find a less-than-significant impact on VMT.

According to the Technical Advisory, lead agencies, using more location-specific information, may develop their own more specific thresholds, which may include other land use types. The Merced County Association of Governments (MCAG) adopted VMT Thresholds and Guidelines in 2022 for seven (7) jurisdictions, including the City of Atwater.

MCAG VMT Thresholds and Guidelines

MCAG VMT Thresholds and Guidelines includes project screening criteria, methodologies for estimating project specific VMT, regional and local thresholds, and VMT mitigation strategies. Similar to the OPR, a project is presumed less than significant with no further VMT analysis necessary if it meets one of the project screening criteria, including

- *Project is within a Transit Priority Area/High Quality Transit Corridor: within 0.5 miles of a transit stop, consistent with RTP/SCS, FAR >0.75, limited parking, does not reduce the number of affordable housing units.*
- *Project is a Local-Serving Retail less than 50,000 sf.*
- *Project is a Low Trip Generator: less than 1,000 ADT for projects consistent with the General Plan and less than 500 ADT for projects inconsistent with the General Plan.*
- *Project is 100% Affordable Housing Units.*
- *Project is Institutional or Government and Public Service Uses.*
- *Project is located in Low VMT Zones.*

If the project does not meet any of the screening criteria listed above, the project is subject to further analysis using the MCAG Travel Demand Model (TDM).

Atwater General Plan

The Atwater General Plan establishes a street classification system to categorize roadways and transportation facilities. [40] The classification system is used for engineering design and traffic operation standards. The following roadway classifications are applicable to the Project site, as defined by the General Plan:

> Urban Local Roads. These roads provide access to abutting property and link properties to the collector system.

The General Plan identifies the following objective and policy related to analyzing transportation impacts.

GOAL CIRC-1. *Maintain adopted Level of Service (LOS) for City streets and intersections.*

> ***Policy CIRC-1.1*** *Establish and maintain a minimum LOS of D for all arterial and collector streets within the City.*

[40] City of Atwater. (2000). General Plan. 3. Circulation. Accessed January 4, 2024, https://www.atwater.org/docs/generalplan/CHAPTER_3__CIRCULATION.PDF

Policy CIRC-1.2. Establish intersection LOS standards when more specific intersection traffic data becomes available.

Policy CIRC-1.3. Design roadway improvements and evaluate development projects using established LOS standards.

Policy CIRC-1.4. Develop the City's roadway system in conformance with the planned roadway system shown on the Circulation Plan and the City's adopted cross section standards.

Policy CIRC-1.5. Access for land uses adjacent to Castle Parkway will be provided by frontage roads which parallel the Parkway. Direct access to the Parkway will be limited to the primary east-west corridors in the area.

GOAL CIRC-2 Creation of a comprehensive financing strategy for local roadway improvements.

Policy CIRC-2.1 Consider financing strategies required to implement the "local" traffic portion of the Merced/Atwater Corridor Major Investment Study (MIS).

Policy CIRC-2.2 Provide "fair share" City funding for regional transportation improvements at a level equal to the contribution of Atwater-generated traffic on the roadway or intersection. Seek regional, state, or other funding for improvements whose need is generated by traffic originating outside Atwater.

GOAL CIRC-3 Support efforts to improve vehicular connections between Atwater and the UC Merced access system.

Policy CIRC-3.1 Support efforts to obtain funding for the projects proposed in the MIS and any subsequent documents approved on a regional basis.

Policy CIRC-3-2 Explore improvements to other roadways connecting the City with UC Merced.

GOAL CIRC-4 Creation of new entrances into Atwater north of the Applegate interchange.

Policy CIRC-4.1 Support efforts to implement the projects proposed in the MIS, which includes improvements to the 99/Applegate interchange, extension of Bellevue Road to the west, and the creation of a new interchange at SR 99/Westside Boulevard.

Policy CIRC-4.2 Support the implementation of the Atwater Redevelopment Agency's Implementation Plan, which includes improvements to the Applegate interchange.

GOAL CIRC-5 Provide sufficient parking for all commercial, industrial, residential, and other uses, either off-street or on-street as appropriate.

Policy CIRC-5.1 Require that all new development provides sufficient on- or offstreet parking to meet the standards of the City's Zoning Code or any other applicable planning document (such as the Downtown Specific Plan).

GOAL CIRC-8 Provide a safe and efficient pedestrian circulation system which connects residential areas, schools, and commercial areas with parking lots and public transportation.

Policy CIRC-8.1 Require new public and private development and infrastructure projects to include sidewalks or on-site pedestrian features.

Policy CIRC-8.2 Ensure that pedestrian circulation within commercial development projects is considered and that safe walkways separated from parking stalls and drive aisles are provided.

4.17.2 Impact Assessment

Would the project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less Than Significant Impact. The Project would be required to comply with all project-level requirements implemented by a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Compliance is further discussed below. Overall, the Project would not conflict with a program plan, ordinance, or policy addressing the circulation system and a less than significant impact would occur.

Roadway Facilities

The Project site is a vacant site with existing street improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south boundary of the site, along Sunset Drive and Matthew Street. Sunset Drive, a two-lane, east-west local road forms the southerly site boundary. Matthew Street, a two-lane loop, forms the eastern and northern site boundary. These roadways are local and not shown on the General Plan Circulation Plan.

While street improvements are existing, the Project would construct new driveway approaches on the east and north boarder of the site per City of Atwater Public Works standards. The Project would be required to submit Improvement Plans for the required off-site improvements through the Building Permit process, for review and approval by the City to ensure improvements would be consistent with the city's standards.

The Project also proposes 38 parking stalls, including 32 standard stalls, 3 compact stalls, and 3 accessible stalls. This meets the requirement of 1.5 spaces per unit, i.e., 37.5 parking stalls in total. As such, the Project is compliant with General Plan *Policy CIRC-5.1*. Overall, the Project would be generally consistent with the General Plan's goals and policies and would not conflict with a program plan, ordinance, or policy addressing roadway facilities.

Pedestrian and Bicycle Facilities

There are existing pedestrian facilities (i.e., sidewalks) adjacent north, east, and south of the Project site. There are no existing or proposed bicycle facilities adjacent to or in proximity to the Project site as identified in the General Plan. The Project proposes a six-ft. wide concrete sidewalk for onsite pedestrian circulation. The proposed facilities would help achieve the General Plan's goal by providing on-site pedestrian features (*Policy CIRC-8.1*).

Transit Facilities

There are no existing or planned transit facilities adjacent to or in proximity to the Project site as identified by the General Plan. The nearest transit bus stop to the Project site is the Atwater Target (Stop ID: 4305) stop on Route A1 – Atwater Loop, which is approximately 0.4 mile from the site. Therefore, the Project would not conflict with a program, plan, ordinance, or policy addressing transit facilities.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less than Significant Impact. SB 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as VMT instead of LOS. MCAG VMT Thresholds and Guidelines (2022) adopted a screening criteria that can be used to screen out qualified projects that meet the adopted criteria from needing to prepare a detailed VMT analysis. According to the Guidelines, the proposed Project screens out as a Low Trip Generator, which has a threshold generating less than 500 ADT for projects that are inconsistent with the General Plan. Since the project is inconsistent with the General Plan because it proposes a General Plan Amendment to change the land use designation from VLDR – Very Low Density Residential to HDR – High Density Residential the 500 ADT threshold is appropriate. Trip generation is estimated using generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. ITE Land Use 220, Low-Rise Multifamily Housing, is used for the proposed development. Low-Rise Multifamily Housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Table 4-11 provides the Project's trip generation estimates. The proposed Project is anticipated to generate 168.5 ADT.

Table 4-11 Project Trip Generation

ITE Land Use	Dwelling Units	Average Rate (ADT)	Trip Generation (ADT)
Low-Rise Multifamily Housing (220)	25	6.74	168.5

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

Since the Project is expected to generate 168.5 ADT, it is under the threshold of 500 ADT that is set forth in the MCAG VMT Thresholds and Guidelines. Therefore, the Project would not conflict with CEQA Guidelines *Section 15064.3(b)* and impacts would be less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact. The Project design does not contain any geometric design features that would create hazards. Implementation of the Project would not require the improvement and expansion of the roadway network serving the Project site. The site would be accessible via two (2) point of ingress/egress on the north and east boundary of the site. An internal turning radius is also proposed per City of Atwater standards for fire and solid waste vehicle access. In addition, the Project would be required to submit Improvement Plans through the Building Permit process for review and approval by the City to ensure offsite improvements (i.e., driveway approach) would be consistent with adopted City of Atwater standards. Compliance with such standards, specifications, and plans would ensure that any traffic hazards are minimized. Lastly, the Project proposes a residential development of a site that is planned and zoned for residential use within an area comprising existing and planned residential uses. Therefore, the Project does not propose an incompatible use because it is consistent with the existing development in the area and is similar in nature to the surrounding uses. As a result, implementation of the Project would result in a less than significant impact related to hazards due to roadway design features or incompatible uses.

d) Result in inadequate emergency access?

Less than Significant Impact. The Project does not involve a change to any emergency response plan. In addition, the Project site is subject to review by the City to ensure adequate site access including emergency access. In the case that Project construction requires lane closures, access through existing roadways would be maintained through standard traffic control and therefore, potential lane closures would not affect emergency evacuation plans. Thus, a less than significant impact would occur because of the Project.

4.17.3 Mitigation Measures

None required.

4.18 TRIBAL CULTURAL RESOURCES

Would the project: Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC section 5020.1(k), or,		X		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC section 5024.1. In applying the criteria set forth in subdivision (c) of PRC section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

4.18.1 Environmental Setting

See Section 4.5.

4.18.2 Impact Assessment

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Less than Significant Impact with Mitigation Incorporated. Based on the CHRIS Records Search conducted on December 12, 2023, there are no known local, state, or federal designated historical resources pursuant to *Section 5020.1(k)* on the Project site. While there is no evidence that historical resources exist on the Project site, there is some possibility that existing structures qualify as historical resources or hidden and buried resources may exist with no surface evidence that may be impacted by future physical development of the site. In the event of the accidental discovery and recognition of previously unknown historical resources before or during construction activities, the Project shall incorporate ***Mitigation Measure CULT-1*** to assure construction activities do not result in significant impacts to any potential historical resources discovered above or below ground surface. Thus, if such

resources were discovered, implementation of the required mitigation measures would reduce the impact to less than significant. As a result, the Project would have a less than significant impact with mitigation incorporated.

b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

Less than Significant Impact with Mitigation Incorporated. The Project site and its resources have not been determined by the City to be significant pursuant to *Section 5024.1*. However, as discussed in Section 4.5, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which could constitute a significant impact. Therefore, the Project shall incorporate ***Mitigation Measure CUL-1*** and ***Mitigation Measure CUL-2*** to assure construction activities do not result in significant impacts to any potential resources of significance to a California Native American tribe discovered above or below ground surface. Thus, if such resources were discovered, implementation of the required mitigation measures would reduce the impact to less than significant. As a result, the Project would have a less than significant impact with mitigation incorporated.

4.18.3 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Cultural Resources related mitigation measures CUL-1 and CUL-2 as identified above and in the MITIGATION MONITORING AND REPORTING PROGRAM contained in SECTION 5.

4.19 UTILITIES AND SERVICE SYSTEMS

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effect?			X	
b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c)	Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d)	Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				X

4.19.1 Environmental Setting

The Project is within the City of Atwater limits and thus, will be connected to water, sewer, stormwater, and wastewater services provided by the City of Atwater and may be subject to fees to be provided such services. The Project would be served by private companies for the provision of solid waste collection and disposal and electricity and natural gas, as needed. Each utility system is described below.

Water

Water supply, usage, and services are described in Section 4.10.

Wastewater

The City provides sewage disposal and treatment using a pipeline system, pump stations, and a wastewater treatment plant (WWTP) facility. The new WWTP, constructed in 2012, is located west of State Route 99 on Bert

Crane Road and handles an average flow of six (6) million gallons per day (MGD). The wastewater treatment plant (WWTP) is owned by the City but operated by a private contractor, Veolia Water North America, West. The 2020 average daily flow was 3.3 mgd, which is approximately 54% of the current average daily permitted flow. The WWTP receives and treats wastewater from the City as well as the Winton Water and Sanitary District (WWSD) and Castle Airport. [41]

Solid Waste

Solid waste in the city is collected by a private contractor, Mid Valley Disposal, and then transported and disposed in one (1) of two (2) Merced County Landfills. The Merced County Association of Governments (MCAG) is responsible for managing and implementing regional solid waste disposal services, known as the Merced County Regional Waste Management Authority (RWA). The RWA owns and operates the two (2) regional landfills within Merced County and administers integrated waste management contracts and grants on behalf of member jurisdictions.

Stormwater

Stormwater services are described in Section 4.10.

Natural Gas and Electricity

Major electrical transmission lines run through the northern and southern portions of the city. Electrical and natural gas service is largely provided by MID, primarily from fossil fuel and hydroelectric sources. State Route 99 contains a major natural gas main and crude oil pipeline. The gas main pipeline has an offshoot line running directly north through down, beginning approximately at Atwater Boulevard and First Street.

4.19.2 Impact Assessment

Would the project:

a) ***Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?***

Less than Significant Impact. The Project site is within city limits and thus, would be required to connect to water, stormwater, solid waste, and wastewater services. Natural gas, electricity, and telecommunications would be provided by private companies. The Project also proposes the construction of two (2) bioretention areas within the site boundaries to collect and treat on-site stormwater discharge. The City and responsible agencies have reviewed the Project to determine adequate capacity in these systems and ensure compliance with applicable connection requirements. In addition to connections to water, stormwater, solid waste, and wastewater services, the Project would be served by MID for natural gas and electricity and by the appropriate telecommunications provider for the Project Area. Therefore, all wet and dry public utilities, facilities, and infrastructure are in place and available to serve the Project site without the need for relocated, new, or expanded facilities. While new utility and service connections would need to be extended to and from the Project site (e.g., sewer, stormwater runoff, electrical),

[41] City of Atwater (2022). 2020 Urban Water Management Plan. Accessed January 4, 2024, https://www.atwater.org/wp-content/uploads/2022/04/Final-2020-Urban-Water-Management-Plan.pdf

these new connections would not result in a need to modify the larger off-site infrastructure. Therefore, the Project would not require or result in the relocation or construction of new or expanded facilities and as such, and impact would be less than significant.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than Significant Impact. As discussed in detail in Section 4.10, the City's long-term water resource planning is addressed in the City's 2020 UWMP. According to these plans, the city uses groundwater wells as the sole source of supply; the city does not use any other water sources including surface water, storm water, recycled water, or desalinated water. As such, groundwater should be viewed as a sustainable resource. As concluded in Section 4.10, it can be presumed that existing groundwater water supplies should be adequate to serve the Project's anticipated demand.

The UWMP projects normal water year, single dry water year, and five-year consecutive drought period supplies based on historic water allocations, sustainable yields, and utilization of recycled water. Based on these projections, the UWMP found that groundwater supplies remain reliable in all hydrologic conditions. The projections also show that the City will have greater than 10,000 AF available supply in normal years after meeting demands. In a single dry year and five-year consecutive drought periods, groundwater supplies will be reduced but the City would still be able to meet all potable demands. Based on these projections, it can be inferred that future development, such as the proposed Project, will not negatively impact the City's ability to provide water assuming adherence to requirements and recommendations from the City's water resources planning efforts.

Overall, based on the information collected from the UWMP, the Project would not generate significantly greater water demand as to substantially decrease groundwater supplies. As a result, it can be presumed that the existing and planned water distribution system should be adequate to serve the Project during normal, dry, and multiple dry years. In addition, adherence to connection requirements and recommendations pursuant to the City's water supply planning efforts (i.e., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact the City's water provision. For these reasons, a less than significant impact would occur as a result of the Project.

c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than Significant Impact. The City's long-term wastewater planning is addressed in the City's 2010 Sewer Master Plan (Master Plan). Land use types are important to determine projected demand and adequate sizing and capacity for pipes and facilities to maintain effective sanitary sewer system facilities. The land use assumptions in the Master Plan were based on the General Plan and projected future development within the City's proposed growth boundary. The Master Plan estimates the future quantity of wastewater generated at build out of the collections system. Wastewater flows associated with build out are projected to be approximately 7.08 millions of gallons per day (mgd).

The Project proposes a GPA to change the planned land use designation from VLDR – Very Low Density Residential to HDR – High Density Residential. Therefore, as a higher density residential development, the Project is anticipated to generate additional wastewater beyond existing conditions. As shown in Table 2-1 of Master Plan, the Very Low

Density residential land use type is projected to generate a wastewater flow coefficient (gpd/ac) of 300 gpd/ac and the High Density residential land use type is projected to generate 1,500 gpd/ac. Table 4-12 summarizes the total wastewater flows to be expected for the Project. Additionally, payment of Sewer Connection Fees and ongoing user fees would ensure that the Project's impacts on existing wastewater facilities are adequately offset (i.e., ensuring that sufficient capacity is available). The developer is also conditioned to provide sewer loading calculations and report for the development.

Table 4-12 Summary of Total Wastewater Flows by Land Use

Land Use Type	Area (ac)	Wastewater Flow Coefficient (gpd/ac)	Daily Average (GPD)
Very Low Density Residential	1.13	300	339
High Density Residential	1.13	1,500	1,695

Source: *City of Atwater Sewer Master Plan (2010)*

According to the Master Plan, the City manages and maintains gravity sewer lines ranging from 4 to 36 inches in diameter, 18 active lift stations, and force mains ranging from 4 to 14 inches in diameter. Wastewater generated in the sewer service area is conveyed to the Atwater's Wastewater Treatment Plant (WWTP). However, sewage from Castle Airport does not flow through the City's sewer network. Atwater's WWTP has a capacity of 6.0 mgd (millions of gallons per day) and the current average daily flow is 3.43 mgd. It is expected that future sewer mains need to be primarily 10 to 24 inches in diameter, based on capacity levels.

In summary, the Project is anticipated to generate additional wastewater beyond existing conditions. However, there are existing facilities available to convey wastewater generated from the Project subject to the installation of a new sewer house branch(es) and payment of Sewer Connection Fees and ongoing user fees. Payment of the required Sewer Connection Fees and ongoing user fees would ensure that sufficient capacity is available and that the Project's impacts on existing facilities are adequately offset. For these reasons, it can be determined that the wastewater treatment provider has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments. Therefore, the Project would have a less than significant impact.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact. Solid waste collection services provided within the City of Atwater are in compliance with the California Integrated Waste Management Act of 1989 (AB 939), which requires each jurisdiction in California to divert at least 50% of its waste stream away from landfills either through waste reduction, recycling, or other means. In addition, Mid Valley Disposal complies with SB 1383, which requires reduction of organic waste disposal by 75% by 2025. [42]

Construction

CALGreen mandates locally permitted new residential building construction and demolition to recycle and/or salvage for reuse a minimum 65% of the nonhazardous construction and demolition debris generated during the Project. Further, the recycling of construction and demolition materials is required for any City-issued building or demolition permit that generates at least eight (8) cubic yards of material by volume. Therefore, the Project would

[42] Mid Valley Disposal. Compliance and Regulation. Accessed January 4, 2023, https://www.midvalleydisposal.com/sustainability/compliance-and-regulation/

be required to implement techniques to reduce and recycle waste during construction activities in accordance with mandatory requirements under CALGreen as implemented through the building permit process. Compliance would be ensured through the building permit process. Therefore, through compliance, solid waste generated through construction activities is not anticipated to generate solid waste in excess of state or local standards, in excess of the capacity of the local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Therefore, the Project would have a less than significant impact.

Operations

The Project is anticipated to generate 100 to 215 pounds of solid waste per day (18.25 to 39.24 tons per year) as estimated using CalRecycle's generation rates. [43] According to the review of the Project by the City of Atwater Engineering Department, trash enclosures are required to be shown on the Final Map to ensure provision. As such, Project operations are not anticipated to generate solid waste in excess of state or local standards, in excess of the capacity of the local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Therefore, the Project would have a less than significant impact.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact. As described under criterion d), Project construction and operational activities that generate solid waste would be handled, transported, and disposed of in accordance with AB 939 and CALGreen regulations related to solid waste. As a multi-family development, the Project would also be subject to AB 341, the state's mandatory commercial recycling law, AB 827, the state's customer access to recycling law. AB 341 requires all businesses that generate four cubic yards or more of solid waste per week and multi-family properties with five or more units to arrange for recycling services. AB 827 requires recycling and organics recycling containers at the "front-of-house" to collect waste generated. These containers are required to be placed adjacent to trash containers and be visible, easily accessible, and clearly marked. Compliance would be ensured through the building permit process. Therefore, through compliance, the Project would comply with laws and regulations that would ensure impacts related to solid waste are reduced to less than significant levels.

4.19.3 Mitigation Measures

None required.

[43] CalRecycle. Estimated Solid Waste Generation Rates. Accessed January 4, 2024, https://www2.calrecycle.ca.gov/wastecharacterization/general/rates

4.20 WILDFIRE

If located in or near state responsibility or lands classified as very high fire hazard severity zones, **Would the project:**	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) 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?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

4.20.1 Environmental Setting

The Project site is located on a relatively flat property within the city limits and is in an area planned for urban uses, including residential development. According to the Atwater General Plan, grass and brush lands are the most likely places for wildlands in Merced County; however, Atwater lies outside of these areas and as a result, the risk of wildland fire is low. [44] Further, the Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Atwater as a Very High Fire Hazard Severity Zone (VHFHSZ); rather, the site is within an "area of local responsibility" as defined by Cal Fire and is considered an area of low fire risk.[45] Lastly, the Project would be required to be developed and operated in compliance with all regulations of the current California Fire Code.

4.20.2 Impact Assessment

[44] City of Atwater, California. (2000). City of Atwater 2000 General Plan.
[45] Cal Fire, "FHSZ Viewer." Accessed on January 4, 2024, https://egis.fire.ca.gov/FHSZ/

If located in or near state responsibility or lands classified as very high fire hazard severity zones, ***would the project:***

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project would not impair access to the existing roadway network. Construction may require lane closure; however, these activities would be short-term and access through Sunset Drive would be maintained through standard traffic control. Following construction, this roadway would continue to provide access to the site. Safe and convenient vehicular and pedestrian circulation would be provided in addition to adequate access for emergency vehicles. To determine and ensure adequate vehicular and pedestrian circulation and emergency vehicle access, the Project has been reviewed and conditioned by the City of Atwater Police Department and Fire Department for compliance with applicable code and regulations including applicable emergency response and evacuation plans. Therefore, the Project would not substantially impair any emergency response plan or emergency evacuation plan and no impact would occur.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The Project site is located on a relatively flat property with minimal slope and is not in an area that is subject to strong prevailing winds or other factors that would exacerbate wildfire risks. The site is highly disturbed and is not located within a wildland (i.e., wild, uncultivated, and uninhabited land), which precludes the risk of wildfire. Further, the Project site is within an "area of local responsibility" and is not identified by Cal Fire to be in a VHFHSZ. For these reasons, no impact would occur as a result of this Project.

c) 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?

No Impact. The Project is located within city limits in an area with existing infrastructure such as roads and utilities that are maintained accordingly. As previously discussed, all proposed project components (including utilities, roadway, buildings, walls, and landscaping) would be located within the boundaries of the Project site and have been reviewed and/or conditioned by the City of Atwater for compliance with applicable codes and regulations. Through compliance, such infrastructure would not exacerbate fire risk or result in temporary or ongoing impacts to the environment and no impact would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The Project site is not located in or near state responsibility or lands classified as very high fire hazard severity zones. The topography of the Project site is relatively flat with stable, native soils, and the site is not in the immediate vicinity of rivers or creeks that would be more susceptible to landslides. Therefore, no impact would occur because of the Project.

4.20.3 Mitigation Measures

None required.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

4.21.1 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study. Standard requirements that will be implemented through the entitlement process and the attached

mitigation monitoring and reporting program have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.

b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

Less than Significant Impact. CEQA Guidelines *Section 15064(i)* states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the Project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. All Project-related impacts were determined to be less than significant. The Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., increase in population could lead to an increased need for housing, increase in traffic, air pollutants, etc.). The Project is generally compliant with the AMC and General Plan, which indicates that the anticipated impacts from the Project are, to an extent, compliant and previously analyzed within the General Plan. As such, Project impacts are not considered to be cumulatively considerable given the insignificance of project induced impacts. The impact is therefore less than significant.

c) *Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?*

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the project is not expected to have substantial impact on human beings, either directly or indirectly. Standard requirements and conditions have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.

4.21.2 Mitigation Measures.

None required.

5 MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

January 2024

This mitigation measure monitoring and reporting checklist was prepared pursuant to California Environmental Quality Act (CEQA) Guidelines *Section 15097* and *Section 21081.6* of the PRC (PRC). The timing of implementing each mitigation measure is identified in in the checklist, as well as identifies the entity responsible for verifying that the mitigation measures applied to a project are performed. Project applicants are responsible for providing evidence that mitigation measures are implemented. As lead agency, the City of Atwater is responsible for verifying that mitigation is performed/completed.

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initials
Cultural Resources					
Mitigation Measure CULT-1: In the event of the accidental discovery and recognition of previously unknown resources before or during grading activities, construction shall stop in the immediate vicinity and a consultation with a qualified historical resources specialist shall be held to determine whether further study is required. Recommendations by the qualified historical resources specialist shall be made to the City on the necessary implementation measures to protect the resources discovered. If the resources meet the definitions under Section 15064.5 of the CEQA Guidelines, then protection measures shall be recommended to the City by the qualified historical resources specialist. The Lead Agency shall approve the protection measures before any further grading shall occur. Historical resources recovered as a result of mitigation shall be provided to an institution approved by the City in order to provide preservation and further study as required.	Submittal of Documentation and/or Onsite Verification	During Project Construction	City of Atwater		
Mitigation Measure CULT-2: In the event of the accidental discovery or recognition of any human remains on the Project site during construction, the following steps in accordance with Section 15064.5 of the CEQA Guidelines shall be taken prior to the continuation of, and during, construction activities, in order to mitigate potential impact: • There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:	Submittal of Documentation and/or Onsite Verification	During Project Construction	City of Atwater		

• The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and, • If the coroner determines the remains to be Native American: • The coroner shall contact the Native American Heritage Commission within 24 hours. • The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American. • The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.					
Tribal Cultural Resources					
See Cultural Resources					

6 REPORT PREPARATION

Names of Persons Who Prepared or Participated in the Initial Study:

Lead Agency		
Lead Agency	City of Atwater 750 Bellevue Road Atwater, CA 95301 (209) 357-6370	Greg Thompson, City Manager/ Community Development Director
Initial Study Consultant		
Initial Study	Precision Civil Engineering 1234 O Street Fresno, CA 93721 (559) 449-4500	Bonique Emerson, AICP, VP of Planning Shin Tu, AICP, Associate Planner

7 APPENDICES

7.1 Appendix A: CNDDB Occurrence Report

Downloaded from the California Natural Diversity Database dated December 12, 2023.

Query Criteria: Quad IS (Atwater (3712035))

Buteo swainsoni

Element Code: ABNKC19070

Swainson's hawk

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G5
	State:	Threatened		**State:**	S4
	Other:	BLM_S-Sensitive, IUCN_LC-Least Concern			
Habitat:	**General:**	BREEDS IN GRASSLANDS WITH SCATTERED TREES, JUNIPER-SAGE FLATS, RIPARIAN AREAS, SAVANNAHS, AND AGRICULTURAL OR RANCH LANDS WITH GROVES OR LINES OF TREES.			
	Micro:	REQUIRES ADJACENT SUITABLE FORAGING AREAS SUCH AS GRASSLANDS, OR ALFALFA OR GRAIN FIELDS SUPPORTING RODENT POPULATIONS.			

Occurrence No.	1690	**Map Index:** 69604	**EO Index:** 70377	**Element Last Seen:**	2007-06-28
Occ. Rank:	Good		**Presence:** Presumed Extant	**Site Last Seen:**	2007-06-28
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2007-07-02

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.35010 / -120.55762	**Accuracy:**	80 meters
UTM:	Zone-10 N4136510 E716330	**Elevation (ft):**	170
PLSS:	T07S, R13E, Sec. 04, SW (M)	**Acres:**	0.0

Location: JUST SOUTH OF CANAL CREEK, WHERE IT INTERSECTS WITH SANTA FE ROAD, SOUTH OF CASTLE AIR FORCE BASE AND EAST OF ATWATER.

Detailed Location: NEST TREE IS FOUND WITHIN A GROVE OF MATURE EUCALYPTUS TREES, AT THE EASTERN END. COUNTY AVENUE TWO IS ABOUT 100 YARDS TO THE SOUTH OF THE NEST TREE.

Ecological: NEST TREE IS A EUCALYPTUS; SURROUNDED BY AN IRRIGATION CANAL, SANTA FE RAILROAD, AND SANTA FE DRIVE TO THE NORTH. FALLOW FIELDS TO THE SOUTH AND EAST.

General: SWHA PAIR ACTIVITY AROUND NEST FIRST OBSERVED IN MAY 2007; 1 FLEDGLING OBSERVED IN NEST ON 28 JUN 2007, WITH FEMALE PERCHED ON NEST EDGE AND MALE PERCHED 50' TO THE SW.

Owner/Manager: MERCED IRRIGATION DISTRICT

Occurrence No.	1759	**Map Index:** 83231	**EO Index:** 84236	**Element Last Seen:**	2008-05-14
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2008-05-14
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2011-06-29

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.30219 / -120.56613	**Accuracy:**	80 meters
UTM:	Zone-10 N4131174 E715712	**Elevation (ft):**	145
PLSS:	T07S, R13E, Sec. 29, NE (M)	**Acres:**	0.0

Location: ALONG MCSWAIN ROAD (SR 140) ABOUT 0.3 MI EAST OF N GURR RD, AT MCSWAIN SCHOOL.

Detailed Location: IN EUCALYPTUS GROVE ABOUT 250 FEET EAST OF PERSIMMON WAY. BLACK RASCAL CREEK TO THE NORTH & BEAR CREEK TO THE SOUTH. MAPPED TO PROVIDED COORDINATES & MAPS.

Ecological: NEST IN TALLEST EUCALYPTUS TREE IN GROVE BORDERING ELEMENTARY SCHOOL. SURROUNDING LANDS ARE MOSAIC OF RESIDENTIAL, ROW CROP, SCHOOL, & PASTURE. VISIBLE DISTURBANCES INCLUDE TRAFFIC ON SR 140, AGRICULTURE ACTIVITIES & SCHOOL YARD CHILDREN.

General: ONE ADULT OBSERVED SITTING IN NEST WITH ONE ADULT SOARING CLOSE TO NEST TREE ON 14 MAY 2008. ASSUMED TO BE IN INCUBATION STAGE.

Owner/Manager: UNKNOWN

Occurrence No.	1760	**Map Index:**	83232	**EO Index:**	84238	**Element Last Seen:**	2008-05-14
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	2008-05-14
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2011-06-29

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.32504 / -120.54987	**Accuracy:**	80 meters
UTM:	Zone-10 N4133746 E717088	**Elevation (ft):**	155
PLSS:	T07S, R13E, Sec. 16 (M)	**Acres:**	0.0

Location:	JUST NORTH OF HWY 99, AT ASHBY RD & TRINIDADE RD INTERSECTION, JUST NW OF FERGUS, 4 MI NW OF MERCED POST OFFICE.
Detailed Location:	CENTER OF SECTION 16. MAPPED TO PROVIDED COORDINATES & MAPS.
Ecological:	NEST TREE IN ROW OF EUCALYPTUS TREES ALONG TRINIDADE ROAD. SURROUNDING LANDS ARE MOSAIC OF ROW CROP, RESIDENTIAL, INDUSTRIAL, ORCHARD, AND PASTURE. VISIBLE DISRBANCES: AGRICULTURE RELATED ACTIVITIES.
General:	1 LIGHT MORPH & 1 DARK MORPH ADULTS OBSERVED IN TREE EATING PREY THAT WAS CAUGHT IN FIELD DIRECTLY SOUTH OF HWY 99 ON 14 MAY 2009. NEST WAS IN INCUBATION STAGE AT TIME OF OBSERVATION.
Owner/Manager:	UNKNOWN

Occurrence No.	2683	**Map Index:**	A0387	**EO Index:**	101947	**Element Last Seen:**	2016-04-13
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	2016-04-13
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2016-06-08

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.28872 / -120.54212	**Accuracy:**	1/10 mile
UTM:	Zone-10 N4129734 E717881	**Elevation (ft):**	147
PLSS:	T07S, R13E, Sec. 28, SE (M)	**Acres:**	18.0

Location:	ALONG BAILEY AVE ABOUT 1 MILE EAST OF GURR RD, ABOUT 1.5 MILES W OF MERCED MUNICPAL AIRPORT, WEST OF THE CITY OF MERCED.
Detailed Location:	LOCATION GIVEN AS "TREES AT 3014 BAILEY AVE" AND APPEARS TO BE IN THE VICINITY OF THORNTON LATERAL AT BAILEY AVE.
Ecological:	RESIDENCE WITH "PINE AND EUCALYPTUS TREES AT END OF DRIVEWAY" SURROUNDED BY AGRICULTURE. PHOTOGRAPH SHOWS 2 SWHA PERCHED IN A REDWOOD/SEQUOIA. ADDITIONAL NEST TREES MAY BE ALONG SOUTH SLOUGH & BEAR CREEK. AG LIKELY USED FOR FORAGING.
General:	RESIDENT REPORTS 5 PAIRS SOARING ABOVE FIELDS & "NEST[ING] IN TREES ON PROPERTY" IN APR 2016. ALSO, JUVENILES SEEN WITH ADULTS IN SPRING OF 2015. THOUGH REPORT IS PLAUSIBLE, BIRD NUMBERS & SPECIFIC NEST INFORMATION IS QUESTIONABLE; NIMBY?
Owner/Manager:	PVT

Buteo regalis

Element Code: ABNKC19120

ferruginous hawk

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G4
	State:	None		**State:**	S3S4
	Other:	CDFW_WL-Watch List, IUCN_LC-Least Concern			
Habitat:	**General:**	OPEN GRASSLANDS, SAGEBRUSH FLATS, DESERT SCRUB, LOW FOOTHILLS AND FRINGES OF PINYON AND JUNIPER HABITATS.			
	Micro:	EATS MOSTLY LAGOMORPHS, GROUND SQUIRRELS, AND MICE. POPULATION TRENDS MAY FOLLOW LAGOMORPH POPULATION CYCLES.			

Occurrence No.	60	**Map Index:** 67366	**EO Index:** 67534	**Element Last Seen:**	2006-10-04
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2006-10-04
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2006-12-12

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.36272 / -120.54352	**Accuracy:**	1/10 mile
UTM:	Zone-10 N4137942 E717542	**Elevation (ft):**	175
PLSS:	T06S, R13E, Sec. 33, SE (M)	**Acres:**	0.0

Location: NORTH OF W BELLEVUE ROAD AND JUST EAST OF CANAL CREEK, EAST OF CASTLE AIR FORCE BASE.

Detailed Location: LOCATION MAPPED ACCORDING TO UTM COORDINATES AND MAP.

Ecological:

General: 1 ADULT OBSERVED FLYING/FORAGING OVER OPEN HAY FIELD ON 4 OCT 2006. CURRENT/SURROUNDING LAND: LOW DENSITY AGRICULTURAL PROPERTIES WITH HIGHLY DISTURBED LAND. VISIBLE DISTURBANCE: LONG TERM MANIPULATION OF LAND.

Owner/Manager: UNKNOWN

Athene cunicularia

Element Code: ABNSB10010

burrowing owl

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G4
	State:	None		**State:**	S2
	Other:	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_LC-Least Concern, USFWS_BCC-Birds of Conservation Concern			
Habitat:	**General:**	OPEN, DRY ANNUAL OR PERENNIAL GRASSLANDS, DESERTS, AND SCRUBLANDS CHARACTERIZED BY LOW-GROWING VEGETATION.			
	Micro:	SUBTERRANEAN NESTER, DEPENDENT UPON BURROWING MAMMALS, MOST NOTABLY, THE CALIFORNIA GROUND SQUIRREL.			

Occurrence No.	812	**Map Index:**	64827	**EO Index:**	64906	**Element Last Seen:**	2006-05-25
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	2006-05-25
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2006-06-07

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.27390 / -120.50677	**Accuracy:**	specific area
UTM:	Zone-10 N4128172 E721057	**Elevation (ft):**	150
PLSS:	T07S, R13E, Sec. 35, SE (M)	**Acres:**	18.4

Location: SE END OF MERCED MUNICIPAL AIRPORT, ON THE SW EDGE OF MERCED.

Detailed Location: BURROWS ARE FOUND IN TWO DISTINCT AREAS, ABOUT 0.2 MILE APART. BOTH ARE LOCATED AT SOUTHERN END OF AIRPORT RUNWAY.

Ecological: HABITAT CONSISTS OF DISTURBED (MOWED) NON-NATIVE GRASSLAND.

General: 6 ACTIVE BURROWS (WITH 6 ADULTS) OBSERVED ON 25 MAY 2006.

Owner/Manager: CITY OF MERCED

Occurrence No.	876	**Map Index:**	67347	**EO Index:**	67514	**Element Last Seen:**	2006-10-06
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	2006-10-06
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2006-12-11

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.35908 / -120.53123	**Accuracy:**	80 meters
UTM:	Zone-10 N4137567 E718642	**Elevation (ft):**	175
PLSS:	T07S, R13E, Sec. 03, NE (M)	**Acres:**	0.0

Location: 0.1 MILE SOUTH OF BELLEVUE ROAD AND 0.5 MILE EAST OF FRANKLIN ROAD, EAST OF CASTLE AIR FORCE BASE.

Detailed Location:

Ecological: HABITAT CONSISTS OF LOW-DENSITY AGRICULTURAL PROPERTY CONTAINING NUMEROUS DETENTION BASINS; LAND IS HIGHLY DISTURBED/MAINPULATED.

General: 1 ADULT OBSERVED AT BURROW ON 6 OCT 2006 AND DURING TWO OTHER VISITS TO THE PROPERTY.

Owner/Manager: UNKNOWN

Occurrence No.	877	**Map Index:**	67348	**EO Index:**	67516	**Element Last Seen:**	2006-10-24
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	2006-10-24
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2006-12-11

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.33611 / -120.56332	**Accuracy:**	80 meters
UTM:	Zone-10 N4134944 E715864	**Elevation (ft):**	160
PLSS:	T07S, R13E, Sec. 08, SE (M)	**Acres:**	0.0

Location: 0.25 MILE WEST OF GURR ROAD AND 0.4 MILE SOUTH OF AVENUE ONE, SE OF ATWATER.

Detailed Location:

Ecological: HABITAT CONSISTS OF LOW-DENSITY AGRICULTURAL PROPERTY AND RUDERAL FIELD.

General: 1 ADULT OBSERVED ON 24 OCT 2006 AND DURING ONE OTHER VISIT TO THE PROPERTY.

Owner/Manager: UNKNOWN

Occurrence No.	988	**Map Index:**	70100	**EO Index:**	70964	**Element Last Seen:**	2007-07-16
Occ. Rank:	Excellent			**Presence:**	Presumed Extant	**Site Last Seen:**	2007-07-16
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2007-10-03

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.29057 / -120.51700	**Accuracy:**	non-specific area
UTM:	Zone-10 N4129998 E720101	**Elevation (ft):**	154
PLSS:	T07S, R13E, Sec. 26 (M)	**Acres:**	28.0

Location: MERCED MUNICIPAL AIRPORT, SW OF MERCED.

Detailed Location:

Ecological: HABITAT SURROUNDING BURROW SITES CONSISTS OF DISTURBED ANNUAL GRASSLAND DOMINATED BY PERENNIAL RYEGRASS (LOLIUM PERENNE), YELLOW STAR THISTLE (CENTAUREA SOLSTITIALIS), CURLY DOCK (RUMEX CRISPUS), AND SPRING VETCH (VICIA SATIVA SSP. SATIVA).

General: 9 INDIVIDUALS OBSERVED ON 16 JUL 2007.

Owner/Manager: CITY OF MERCED

Agelaius tricolor

Element Code: ABPBXB0020

tricolored blackbird

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G1G2
	State:	Threatened		**State:**	S2
	Other:	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_EN-Endangered, USFWS_BCC-Birds of Conservation Concern			
Habitat:	**General:**	HIGHLY COLONIAL SPECIES, MOST NUMEROUS IN CENTRAL VALLEY AND VICINITY. LARGELY ENDEMIC TO CALIFORNIA.			
	Micro:	REQUIRES OPEN WATER, PROTECTED NESTING SUBSTRATE, AND FORAGING AREA WITH INSECT PREY WITHIN A FEW KM OF THE COLONY.			

Occurrence No.	65	**Map Index:**	13166	**EO Index:**	24755	**Element Last Seen:**	1971-05-09
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	1971-05-09
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2016-01-27

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.29715 / -120.58380	**Accuracy:**	1 mile
UTM:	Zone-10 N4130574 E714161	**Elevation (ft):**	135
PLSS:	T07S, R13E, Sec. 30 (M)	**Acres:**	0.0

Location: ABOUT 1.8 MI ESE OF HWY 140 & APPLEGATE RD INTERSECTION, 2.6 MI S OF HWY 99 & BUHACH RD INTERSECTION, W OF MERCED.

Detailed Location: LOCATION DESCRIBED AS "SOUTH SIDE OF HIGHWAY 140; 4.5 MILES WEST OF MERCED." COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "SOUTH BUHACH ROAD AT HIGHWAY 140" & "WEST MERCED." EXACT LOCATION UNKNOWN.

Ecological: BLACKBERRIES IN IRRIGATED PASTURES. COLONY APPROXIMATELY 1/25 ACRE. DOMINANT SURROUNDING LAND USE WAS HALF ALFALFA AND HALF RESIDENTIAL, NO SUITABLE NESTING HABITAT IN 2014. 4.5 MILES MEASURED FROM HWY 99 & HWY 140 INTERSECTION.

General: ABOUT 1500 BIRDS OBSERVED ON 9 MAY 1971 BY DEHAVEN; PRESUMED NESTING, AREA TOO INACCESSIBLE TO REACH. 0 BIRDS OBSERVED ON 18 APR 2014; UNCLEAR IF THIS SURVEY WAS AT THE SAME LOCATION AS THE 1971 LOCATION.

Owner/Manager: UNKNOWN

Occurrence No.	633	**Map Index:**	97347	**EO Index:**	98620	**Element Last Seen:**	1933-04-26
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	1933-04-26
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-27

Quad Summary:	Sandy Mush (3712025), Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.26050 / -120.51959	**Accuracy:**	4/5 mile
UTM:	Zone-10 N4126655 E719959	**Elevation (ft):**	150
PLSS:	T08S, R13E, Sec. 02 (M)	**Acres:**	0.0

Location:	ABOUT 2.6 MI SW OF HWY 59 & CHILDS AVE INTERSECTION, 5.4 MI NNW OF HWY 59 & SANDY MUSH RD, SW OF MERCED.
Detailed Location:	LOCATION DESCRIBED ONLY AS "THREE MILES SOUTHWEST OF MERCED." EXACT LOCATION UNKNOWN. MAPPED AS BEST GUESS TO AREA THAT APPEARED TO HISTORICALLY HAVE WATER (HARTLEY SLOUGH) BASED ON A 1918 USGS TOPO MAP FOR ATWATER QUAD.
Ecological:	HABITAT ONLY DESCRIBED AS CATTAIL MARSH. COLONY PRESUMED EXTIRPATED BY BEEDY (1991). FURTHER RESEARCH NEEDED TO DETERMINE STATUS OF COLONY.
General:	A BREEDING COLONY COMPOSED OF ABOUT 100 NESTS OBSERVED ON 26 APR 1933.
Owner/Manager:	UNKNOWN

Occurrence No.	634	**Map Index:**	97352	**EO Index:**	98624	**Element Last Seen:**	1933-05-19
Occ. Rank:	None			**Presence:**	Possibly Extirpated	**Site Last Seen:**	1933-05-19
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-27

Quad Summary:	Merced (3712034), Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.28790 / -120.50908	**Accuracy:**	1 mile
UTM:	Zone-10 N4129719 E720811	**Elevation (ft):**	150
PLSS:	T07S, R13E, Sec. 35 (M)	**Acres:**	0.0

Location:	ABOUT 2 MI NW OF HWY 59 & VASSAR AVE INTERSECTION, 2.9 MI W OF HWY 99 & CHILDS AVE INTERSECTION, SW EDGE OF MERCED.
Detailed Location:	MAPPED AS BEST GUESS TO CANALS JUST SW OF MERCED CITY PROPER. CANALS IDENTIFIED USING 1917 & 1947-48 USGS TOPO MAPS FOR MERCED & ATWATER QUADS. EL CAPITAN CANAL & MERCED LATERAL WERE POSSIBLE CANALS FOR COLONY LOCATION.
Ecological:	HABITAT DESCRIBED AS CATTAILS ALONG CANAL. COLONY PRESUMED EXTIRPATED BY BEEDY (1991). VERY LITTLE TO NO HABITAT VISIBLE IN AERIAL PHOTOS. COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "SOUTHWEST MERCED."
General:	A BREEDING COLONY COMPOSED OF ABOUT 1500 NESTS OBSERVED ON 19 MAY 1933 (NEFF 1937).
Owner/Manager:	UNKNOWN

Occurrence No.	635	**Map Index:**	97354	**EO Index:**	98627	**Element Last Seen:**	1933-04-27
Occ. Rank:	None			**Presence:**	Possibly Extirpated	**Site Last Seen:**	1933-04-27
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-27

Quad Summary:	Merced (3712034), Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.31620 / -120.48409	**Accuracy:**	1 mile
UTM:	Zone-10 N4132919 E722944	**Elevation (ft):**	175
PLSS:	T07S, R14E, Sec. 19 (M)	**Acres:**	0.0

Location:	ALONG BEAR CREEK, JUST E OF HWY 59 & SANTA FE AVE INTERSECTION, 2.4 MI NW OF HWY 140 & CHILDS AVE INTERSECTION, MERCED.
Detailed Location:	MAPPED AS BEST GUESS BY CNDDB TO PROVIDED LOCATION DESCRIPTION OF "NORTH OF MERCED." FEATURE MAPPED ALONG BEAR CREEK ALONG THE NORTHERN SIDE OF MERCED. CREEK HISTORICALLY BOUNDED THE N SIDE OF MERCED (USGS 1917 & 1948 TOPO, MERCED QUAD).
Ecological:	HABITAT DESCRIBED AS CATTAIL MARSH. COLONY PRESUMED EXTIRPATED BY BEEDY (1991). AREA APPEARS TO HAVE BEEN HEAVILY DEVELOPED SINCE TIME OF DETECTION BASED ON AERIAL IMAGERY. COLONY DATA STORED IN UC DAVIS TRBL PORTAL; SITE "NORTH MERCED."
General:	A BREEDING COLONY COMPOSED OF ABOUT 250 NESTS OBSERVED ON 27 APR 1933 (NEFF 1937).
Owner/Manager:	UNKNOWN

Occurrence No.	639	**Map Index:**	97371	**EO Index:**	98652	**Element Last Seen:**	2014-04-19
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	2014-04-19
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-28

Quad Summary:	Merced (3712034), Atwater (3712035), Yosemite Lake (3712044), Winton (3712045)
County Summary:	Merced

Lat/Long:	37.37760 / -120.49598	**Accuracy:**	2/5 mile
UTM:	Zone-10 N4139704 E721709	**Elevation (ft):**	190
PLSS:	T06S, R13E, Sec. 25, SW (M)	**Acres:**	0.0

Location:	JUST E OF HWY 59 & NEVADA ST INTERSECTION, ABOUT 0.6 MI NNE OF BREEZE RD & UTAH ST INTERSECTION, N OF MERCED.
Detailed Location:	MAPPED ACCORDING TO PROVIDED LOCATION IN PORTAL. ENTRANCE TO MERCED HORSEMEN'S ARENA VISIBLE IN GOOGLE STREET VIEW. COLONY DATA STORED IN THE UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "MERCED HORSEMEN'S ARENA."
Ecological:	HABITAT WAS TRITICALE BEFORE BEING HARVESTED ON 22 APR 2014. DISTANCE TO STORED GRAINS WAS "100-500" METERS. DISTANCE TO WATER WAS OVER 100 METERS.
General:	ABOUT 2,000-2,500 BIRDS OBSERVED ON 19 APR 2014; BEHAVIOR CLASSIFIED AS SINGING, BREEDING, AND COLONY QUIET (INCUBATION INFERRED). COLONY WAS DESTROYED DUE TO HARVEST ON 22 APR 2014.
Owner/Manager:	UNKNOWN, PVT

Vulpes macrotis mutica **Element Code:** AMAJA03041

San Joaquin kit fox

Listing Status:	**Federal:**	Endangered	**CNDDB Element Ranks:**	**Global:**	G4T2
	State:	Threatened		**State:**	S3
	Other:				
Habitat:	**General:**	ANNUAL GRASSLANDS OR GRASSY OPEN STAGES WITH SCATTERED SHRUBBY VEGETATION.			
	Micro:	NEED LOOSE-TEXTURED SANDY SOILS FOR BURROWING, AND SUITABLE PREY BASE.			

Occurrence No.	23 **Map Index:** 42082	**EO Index:**	42082	**Element Last Seen:**	1999-08-20
Occ. Rank:	Poor	**Presence:**	Presumed Extant	**Site Last Seen:**	1999-08-20
Occ. Type:	Natural/Native occurrence	**Trend:**	Unknown	**Record Last Updated:**	1999-12-27

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.36666 / -120.60137	**Accuracy:**	non-specific area
UTM:	Zone-10 N4138247 E712407	**Elevation (ft):**	160
PLSS:	T06S, R12E, Sec. 36 (M)	**Acres:**	286.7

Location: LIVINGSTON CANAL, FROM APROXIMATLY BELLEVUE ROAD TO WINTON WAY, ATWATER.

Detailed Location: ALONG CANAL AREA, MERCED COUNTY WATER DISTRICT.

Ecological: AREA IS FLAT WITH SANDY SOILS.

General: 1 OBSERVED IN BACKYARD, THEN TRAVELED WEST ALONG CANAL, 1999. 1 ADULT, 2 JUVENILES OBSERVED IN THE EARLY 1980'S, OVER A MONTH, FREQUENTING AN EXPOSED CONCRETE PIPE OPENING; AREA PREVIOUSLY BORDERED BY AG AND SOME RESIDENTIAL NOW HOUSING.

Owner/Manager: MER COUNTY

Emys marmorata

Element Code: ARAAD02030

western pond turtle

Listing Status:	**Federal:**	Proposed Threatened	**CNDDB Element Ranks:**	**Global:**	G3G4
	State:	None		**State:**	S3
	Other:	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_VU-Vulnerable, USFS_S-Sensitive			
Habitat:	**General:**	A THOROUGHLY AQUATIC TURTLE OF PONDS, MARSHES, RIVERS, STREAMS AND IRRIGATION DITCHES, USUALLY WITH AQUATIC VEGETATION, BELOW 6000 FT ELEVATION.			
	Micro:	NEEDS BASKING SITES AND SUITABLE (SANDY BANKS OR GRASSY OPEN FIELDS) UPLAND HABITAT UP TO 0.5 KM FROM WATER FOR EGG-LAYING.			

Occurrence No.	321	**Map Index:** 67349	**EO Index:** 67517	**Element Last Seen:**	2006-10-13
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2006-10-13
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2006-12-11

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.36083 / -120.55443	**Accuracy:**	80 meters
UTM:	Zone-10 N4137708 E716581	**Elevation (ft):**	175
PLSS:	T06S, R13E, Sec. 33, SW (M)	**Acres:**	0.0

Location: CANAL CREEK, 0.3 MILE WEST OF FOX ROAD AND 0.3 MILE NORTH OF BRADSHAW ROAD, CASTLE AIR FORCE BASE.

Detailed Location:

Ecological: HABITAT WITHIN CANAL CREEK CONSISTS OF HERBACEOUS VEGETATION. SURROUNDING LAND CONSISTS OF LOW-DENSITY AGRICULTURAL LAND, WHICH IS HIGHLY MANIPULATED FOR AGRICULTURE, DAIRY, AND CASTLE AFB.

General: 1 JUVENILE OBSERVED ON THE BANK OF CANAL CREEK ON 13 OCT 2006.

Owner/Manager: UNKNOWN

Branchinecta lynchi

Element Code: ICBRA03030

vernal pool fairy shrimp

Listing Status:	**Federal:**	Threatened	**CNDDB Element Ranks:**	**Global:**	G3
	State:	None		**State:**	S3
	Other:	IUCN_VU-Vulnerable			
Habitat:	**General:**	ENDEMIC TO THE GRASSLANDS OF THE CENTRAL VALLEY, CENTRAL COAST MOUNTAINS, AND SOUTH COAST MOUNTAINS, IN ASTATIC RAIN-FILLED POOLS.			
	Micro:	INHABIT SMALL, CLEAR-WATER SANDSTONE-DEPRESSION POOLS AND GRASSED SWALE, EARTH SLUMP, OR BASALT-FLOW DEPRESSION POOLS.			

Occurrence No.	181	**Map Index:**	36115	**EO Index:**	31112	**Element Last Seen:**	1997-02-13
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	1997-02-13
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2014-10-02

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.34685 / -120.55031	**Accuracy:**	80 meters
UTM:	Zone-10 N4136165 E716987	**Elevation (ft):**	165
PLSS:	T07S, R13E, Sec. 04, SW (M)	**Acres:**	0.0

Location:	JUST NW OF THE INTERSECTION OF FOX ROAD AND CARDELLA ROAD, 2 MILES EAST OF ATWATER.
Detailed Location:	
Ecological:	HABITAT CONSISTED OF A ROADSIDE POOL, ADJACENT TO ATSF RAILROAD TRACKS, SURROUNDED BY AGRICULTURE.
General:	1 ADULT COLLECTED ON 13 FEB 1997 (CASIZ #111133).
Owner/Manager:	PVT

Occurrence No.	305	**Map Index:**	46094	**EO Index:**	46094	**Element Last Seen:**	2002-01-28
Occ. Rank:	Good			**Presence:**	Presumed Extant	**Site Last Seen:**	2002-01-28
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2014-10-10

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.35203 / -120.50373	**Accuracy:**	non-specific area
UTM:	Zone-10 N4136848 E721098	**Elevation (ft):**	175
PLSS:	T07S, R13E, Sec. 01, SW (M)	**Acres:**	17.8

Location:	ABOUT 5 MILES EAST OF ATWATER, FROM INTERSECTION OF HIGHWAY 59 AND TAHOE STREET TO 0.2 MILE SOUTH ON HIGHWAY 59.
Detailed Location:	CALTRANS RIGHT-OF-WAY ADJACENT TO WEST SHOULDER OF HIGHWAY 59. SAMPLE POOLS 5A, 5B, & 5B1.
Ecological:	VERNAL POOLS IN OPEN GRASSLAND; SURROUNDING LAND USES WERE AGRICULTURE AND GRAZING AT TIME OF SURVEY.
General:	8 COLLECTED IN 2000 (CASIZ #154910). 2 POOLS, EACH WITH 100 ADULTS, AND 1 POOL WITH 10 ADULTS OBSERVED FEB 2001; 16 COLLECTED (CASIZ #154907, 154908). 13 COLLECTED ON 28 JAN 2002 (CASIZ #162474, 162487).
Owner/Manager:	CALTRANS

Occurrence No.	306	**Map Index:** 46095	**EO Index:**	46095	**Element Last Seen:**	2002-01-11
Occ. Rank:	Good		**Presence:**	Presumed Extant	**Site Last Seen:**	2002-01-11
Occ. Type:	Natural/Native occurrence		**Trend:**	Unknown	**Record Last Updated:**	2014-10-10

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.33240 / -120.50482	**Accuracy:**	non-specific area
UTM:	Zone-10 N4134668 E721059	**Elevation (ft):**	165
PLSS:	T07S, R13E, Sec. 11, SE (M)	**Acres:**	31.4

Location: ABOUT 5 MI EAST OF ATWATER; ALONG HIGHWAY 59, FROM 0.2 TO 0.7 MI SOUTH OF THE INTERSECTION OF HWY 59 AND BELCHER AVE.

Detailed Location: SURVEYED POOLS WERE IN THE CALTRANS RIGHT-OF-WAY ADJACENT TO THE WEST SHOULDER OF HIGHWAY 59.

Ecological: VERNAL POOLS IN OPEN GRASSLAND SURROUNDED BY LAND USED FOR AGRICULTURE & GRAZING AT TIME OF 2000-01 SURVEYS. SPEA HAMMONDII, LINDERIELLA OCCIDENTALIS, & INDICATOR PLANTS ALSO FOUND. AIR PHOTOS SHOW DEVELOPMENT IN SE PORTION OF OCCURRENCE.

General: THOUSANDS OF ADULTS IN 2 POOLS & 10 IN 1 POOL, NOV 2000; 24 COLLECTED (IN CAS). HUNDREDS OF ADULTS IN 2 POOLS, FEB 2001; UP TO 51 COLLECTED FEB & DEC 2001 (IN CAS). 7 COLLECTED ON 11 JAN 2002 (CASIZ #162476).

Owner/Manager: CALTRANS

Linderiella occidentalis

Element Code: ICBRA06010

California linderiella

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G2G3
	State:	None		**State:**	S2S3
	Other:	IUCN_NT-Near Threatened			
Habitat:	**General:**	SEASONAL POOLS IN UNPLOWED GRASSLANDS WITH OLD ALLUVIAL SOILS UNDERLAIN BY HARDPAN OR IN SANDSTONE DEPRESSIONS.			
	Micro:	WATER IN THE POOLS HAS VERY LOW ALKALINITY, CONDUCTIVITY, AND TOTAL DISSOLVED SOLIDS.			

Occurrence No.	196	**Map Index:** 47479	**EO Index:**	47479	**Element Last Seen:**	2000-11-21
Occ. Rank:	Fair		**Presence:**	Presumed Extant	**Site Last Seen:**	2000-11-21
Occ. Type:	Natural/Native occurrence		**Trend:**	Unknown	**Record Last Updated:**	2002-03-25

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.35963 / -120.50374	**Accuracy:**	80 meters
UTM:	Zone-10 N4137692 E721075	**Elevation (ft):**	175
PLSS:	T07S, R13E, Sec. 02, NE (M)	**Acres:**	0.0

Location: 5 MILES EAST OF ATWATER, 0.1 MILE SOUTH OF INTERSECTION OF WEST BELLEVUE ROAD AND HIGHWAY 59.

Detailed Location: POOL ALONG CULVERT LOCATED ON WEST SHOULDER OF HIGHWAY 59.

Ecological: HABITAT CONSISTS OF A SWALE. SURROUNDING AREA IS RURAL / GRAZING LAND.

General: 21 NOV 2000: 500 ADULTS AND 500 JUVENILES OBSERVED IN SAMPLE POOL 6A.

Owner/Manager: CALTRANS

Atriplex persistens

Element Code: PDCHE042P0

vernal pool smallscale

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G2
	State:	None		**State:**	S2
	Other:	Rare Plant Rank - 1B.2			
Habitat:	**General:**	VERNAL POOLS.			
	Micro:	ALKALINE VERNAL POOLS. 3-115 M.			

Occurrence No.	4	**Map Index:** 36774	**EO Index:** 31771	**Element Last Seen:**	2011-10-15
Occ. Rank:	Excellent		**Presence:** Presumed Extant	**Site Last Seen:**	2011-10-15
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2013-06-03

Quad Summary: Sandy Mush (3712025), Atwater (3712035)

County Summary: Merced

Lat/Long:	37.24727 / -120.62010	**Accuracy:**	specific area
UTM:	Zone-10 N4124958 E711081	**Elevation (ft):**	110
PLSS:	T08S, R12E, Sec. 11, E (M)	**Acres:**	18.0

Location: NORTHWEST OF WHERE VENTURA ROAD GOES FROM E-W TO N-S, 6 MILES SOUTHWEST OF MERCED.

Detailed Location: RANGE ROAD/VENTURA ROAD ALSO NAMED JOHN SANDERS ROAD. SEVERAL POLYGONS MAPPED ACCORDING TO 2013 WITHAM DIGITAL DATA.

Ecological: ALKALI GRASSLAND WITH SHALLOW VERNAL POOLS. ASSOCIATED WITH HORDEUM MARINUM SSP. GUSSONEANUM, NEOSTAPFIA COLUSANA, AMARANTHUS ALBUS, FRANKENIA GRANDIFOLIA, CRYPSIS SCHOENOIDES, CRESSA TRUXILLENSIS, ERYNGIUM VASEYI, AND DISTICHLIS SPICATA.

General: UNKNOWN NUMBER OF PLANTS SEEN IN 1987. 100'S OF PLANTS SEEN IN 2009. 100,000S OF PLANTS SEEN IN 2011. 1989 TAYLOR COLLECTION AND 1994 & 1995 STUTZ COLLECTIONS ALSO ATTRIBUTED HERE. ONE OF THE MOST OUTSTANDING ATPE OCCURRENCES.

Owner/Manager: PVT

Occurrence No.	7	**Map Index:** 36783	**EO Index:** 31780	**Element Last Seen:**	1926-06-18
Occ. Rank:	None		**Presence:** Possibly Extirpated	**Site Last Seen:**	1926-06-18
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	1998-04-29

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.26480 / -120.53386	**Accuracy:**	1 mile
UTM:	Zone-10 N4127099 E718682	**Elevation (ft):**	140
PLSS:	T08S, R13E, Sec. 03 (M)	**Acres:**	0.0

Location: 3 MILES SOUTHWEST OF MERCED.

Detailed Location:

Ecological:

General: MAIN SOURCE OF INFORMATION FOR THIS SITE IS 1926 COLLECTION BY HOWELL. OCCURRENCE EXTIRPATED ACCORDING TO D. TAYLOR.

Owner/Manager: UNKNOWN

Sagittaria sanfordii **Element Code:** PMALI040Q0

Sanford's arrowhead

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G3
	State:	None		**State:**	S3
	Other:	Rare Plant Rank - 1B.2, BLM_S-Sensitive			
Habitat:	**General:**	MARSHES AND SWAMPS.			
	Micro:	IN STANDING OR SLOW-MOVING FRESHWATER PONDS, MARSHES, AND DITCHES. 0-605 M.			

Occurrence No.	75 **Map Index:** 83260	**EO Index:**	84280	**Element Last Seen:**	2010-05-25
Occ. Rank:	Good	**Presence:**	Presumed Extant	**Site Last Seen:**	2010-05-25
Occ. Type:	Natural/Native occurrence	**Trend:**	Unknown	**Record Last Updated:**	2011-06-30

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.32415 / -120.54171	**Accuracy:**	specific area
UTM:	Zone-10 N4133667 E717814	**Elevation (ft):**	150
PLSS:	T07S, R13E, Sec. 16, E (M)	**Acres:**	1.0

Location: CANAL WEST OF FRANKLIN ROAD ACROSS FROM LOBO AVE, ABOUT 0.2 MILE NORTH OF STATE ROUTE 99, MERCED.

Detailed Location: TWO COLONIES MAPPED ACCORDING TO 2010 COORDINATES PROVIDED BY GRAENING.

Ecological: AGRICULTURAL CANAL; OCCASIONAL INUNDATION. ASSOCIATED WITH POLYGONUM HYDROPIPEROIDES, SORGHUM HALEPENSE, JUNCUS BALTICUS, LYTHRUM HYSSOPIFOLIA, AVENA BARBATA, ERODIUM BOTRYS, PLANTAGO LANCEOLATA, ETC.

General: ABOUT 750 PLANTS OBSERVED IN EASTERN COLONY AND 96 PLANTS OBSERVED IN WESTERN COLONY IN 2010.

Owner/Manager: UNKNOWN

Neostapfia colusana

Element Code: PMPOA4C010

Colusa grass

Listing Status:	**Federal:**	Threatened	**CNDDB Element Ranks:**	**Global:**	G1
	State:	Endangered		**State:**	S1
	Other:	Rare Plant Rank - 1B.1			
Habitat:	**General:**	VERNAL POOLS.			
	Micro:	USUALLY IN THE BOTTOMS OF LARGE, OR DEEP VERNAL POOLS; ADOBE SOILS. 5-125 M.			

Occurrence No.	40	**Map Index:** 13099	**EO Index:** 6295	**Element Last Seen:**	2011-10-15
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2011-10-15
Occ. Type:	Natural/Native occurrence		**Trend:** Decreasing	**Record Last Updated:**	2013-05-20

Quad Summary: Sandy Mush (3712025), Atwater (3712035)

County Summary: Merced

Lat/Long:	37.24933 / -120.61933	**Accuracy:**	specific area
UTM:	Zone-10 N4125188 E711145	**Elevation (ft):**	110
PLSS:	T08S, R12E, Sec. 11, E (M)	**Acres:**	19.0

Location: NORTHWEST OF JUNCTION OF RANGE ROAD AND VENTURA ROAD, 4.5 MILES NORTH OF THE MERCED NATIONAL WILDLIFE REFUGE.

Detailed Location: SEVERAL POLYGONS MAPPED ACCORDING TO A 1982 MAP WITH AERIAL PHOTO, A 1988 MAP BY BIOSYSTEMS ANALYSIS, AND 2013 WITHAM DIGITAL DATA.

Ecological: VERNAL POOLS APPARENTLY FORMED OVER LEWIS SALINE-ALKALINE SOILS. POOLS SURROUNDED BY VALLEY GRASSLAND. POOL ASSOCIATES INCLUDE AMARANTHUS ALBUS, POLYPOGON, CRYPSIS, ATRIPLEX, FRANKENIA, CRESSA, ERYNGIUM, DISTICHLIS, SIDA, NAVARRETIA, ETC.

General: >10,000 PLANTS IN 1982, 13,000+ IN 1986, 23,000 IN 1987, 1300 IN 1988, NONE IN 2009 & 2010, ~600 PLANTS IN 2011.

Owner/Manager: PVT

7.2 Appendix B: CHRIS Search Record

Prepared by Central California Information Center dated December 12, 2023.

CENTRAL CALIFORNIA INFORMATION CENTER
California Historical Resources Information System
Department of Anthropology – California State University, Stanislaus
One University Circle, Turlock, California 95382
(209) 667-3307

Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus & Tuolumne Counties

Date: 12/12/2023

Records Search File #: 12747I
Project: 7212 Sunset Drive Apartments
APN 056-640-004-000

Shin Tu, Associate Planner
Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721
559-449-4500 ext. 116 stu@precisioneng.net

We have conducted a non-confidential extended records search as per your request for the above-referenced project area located on the Atwater USGS 7.5-minute quadrangle map in Merced County.

Search of our files includes review of our maps for the specific project area and the immediate vicinity of the project area, and review of the following:

National Register of Historic Places (NRHP)
California Register of Historical Resources (CRHR)
California Inventory of Historic Resources (1976)
California Historical Landmarks
California Points of Historical Interest listing
Office of Historic Preservation Built Environment Resource Directory (BERD) and the Archaeological Resources Directory (ARD)
Survey of Surveys (1989)
Caltrans State and Local Bridges Inventory
General Land Office Plats
Other pertinent historic data available at the CCaIC for each specific county

The following details the results of the records search:

Prehistoric or historic resources within the project area:

- There are no formally recorded prehistoric or historic archaeological resources or historic buildings or structures within the project area.

- The project area is within the overall boundary of the proposed Merced Irrigation District (P-24-001909), but no contributing water conveyance features are referenced within the project area. The Office of Historic Preservation Built Environment Resource Directory (BERD) shows this proposed multi-county district with a National Register of Historic Places (NRHP) evaluation of 6Y, determined ineligible for the NRHP by consensus through the Section 106 process, not evaluated for the California Register of Historical

Resources or for local listing.

- The General Land Office survey plat for T7S R12E (dated 1855) does not reference any historical land divisions or features with Section 11.

- The 1918 and 1948 editions of the Atwater USGS quadrangle show the alignments of Sunset Drive and Applegate Road; the 1960 edition shows the entire City of Atwater street configuration.

Prehistoric or historic resources within the immediate vicinity of the project area: None have been formally reported to the Information Center.

Resources that are known to have value to local cultural groups: None has been formally reported to the Information Center.

Previous investigations within the project area: No project-specific survey has been formally reported to the Information Center, but the project area is with the boundary of an overview document, referenced as follows:

Holman, M. and R. Hellmann (Holman & Associates, for Jerry Haag, Environmental Consultant, Berkeley, CA)

2008 *An Archival Study to Identify Potential Cultural Resources Located in the City of Atwater General Plan and Program EIR Project Area, Merced County, California.*
CCaIC Report ME-06858

Recommendations/Comments:

Please be advised that a historical resource is defined as a building, structure, object, prehistoric or historic archaeological site, or district possessing physical evidence of human activities over 45 years old. Since the project area has not been subject to previous investigations, there may be unidentified features involved in your project that are 45 years or older and considered as historical resources requiring further study and evaluation by a qualified professional of the appropriate discipline.

If the current project does not include ground disturbance, further study for archaeological resources is not recommended at this time. If ground disturbance is considered a part of the current project, we recommend further review for the possibility of identifying prehistoric or historic-era archaeological resources.

If the proposed project contains buildings or structures that meet the minimum age requirement (45 years in age or older) it is recommended that the resource/s be assessed by a professional familiar with architecture and history of the county. Review of the available historic building/structure data has included only those sources listed above and should not be considered

comprehensive.

If at any time you might require the services of a qualified professional the Statewide Referral List for Historical Resources Consultants is posted for your use on the internet at http://chrisinfo.org

If archaeological resources are encountered during project-related activities**,** work should be temporarily halted in the vicinity of the discovered materials and workers should avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations. Project personnel should not collect cultural resources.

If human remains are discovered, California Health and Safety Code Section 7050.5 requires you to protect the discovery and notify the county coroner, who will determine if the find is Native American. If the remains are recognized as Native American, the coroner shall then notify the Native American Heritage Commission (NAHC). California Public Resources Code Section 5097.98 authorizes the NAHC to appoint a Most Likely Descendant (MLD) who will make recommendations for the treatment of the discovery.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the State Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

We thank you for contacting this office regarding historical resource preservation. Please let us know when we can be of further service. Thank you for transmitting the signed Access Agreement Short Form

Note: Billing will be transmitted separately via email from the Financial Services office ($150.00
days of receipt of the invoice.

If you wish to include payment by Credit Card, you must wait to receive the official invoice

from Financial Services so that you can reference the CMP # (Invoice Number), and then contact the link below:

https://commerce.cashnet.com/ANTHROPOLOGY

Sincerely,

E. A. Greathouse

E. A. Greathouse, Coordinator
Central California Information Center
California Historical Resources Information System

* Invoice Request sent to: ARBilling@csustan.edu, CSU Stanislaus Financial Services

7.3 Appendix C: NAHC SLF Results Letter

Prepared by NAHC dated December 21, 2023.

NATIVE AMERICAN HERITAGE COMMISSION

CHAIRPERSON
Reginald Pagaling
Chumash

VICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki, Nomlaki

SECRETARY
Sara Dutschke
Miwok

PARLIAMENTARIAN
Wayne Nelson
Luiseño

COMMISSIONER
Isaac Bojorquez
Ohlone-Costanoan

COMMISSIONER
Stanley Rodriguez
Kumeyaay

COMMISSIONER
Laurena Bolden
Serrano

COMMISSIONER
Reid Milanovich
Cahuilla

COMMISSIONER
Vacant

EXECUTIVE SECRETARY
Raymond C. Hitchcock
Miwok, Nisenan

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710

December 21, 2023

Shin Tu
Precision Civil Engineering

Via Email to: stu@precisioneng.net

Re: Native American Consultation, Pursuant to Senate Bill 18 (SB18), Government Codes §65352.3 and §65352.4, as well as Assembly Bill 52 (AB52), Public Resources Codes §21080.1, §21080.3.1 and §21080.3.2, 7212 Sunset Drive Apartments Project, Merced County

Dear Mr. Tu:

Attached is a consultation list of tribes with traditional lands or cultural places located within the boundaries of the above referenced counties or projects.

Government Codes §65352.3 and §65352.4 require local governments to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to cultural places when creating or amending General Plans, Specific Plans and Community Plans.

Public Resources Codes §21080.3.1 and §21080.3.2 requires public agencies to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to tribal cultural resources as defined, for California Environmental Quality Act (CEQA) projects.

The law does not preclude local governments and agencies from initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction. The NAHC believes that this is the best practice to ensure that tribes are consulted commensurate with the intent of the law.

Best practice for the AB52 process and in accordance with Public Resources Code §21080.3.1(d), is to do the following:

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section.

The NAHC also recommends, but does not require that lead agencies include in their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential affect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:

    - A listing of any and all known cultural resources have already been recorded on or adjacent to the APE, such as known archaeological sites;
    - Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
    - Whether the records search indicates a low, moderate or high probability that unrecorded cultural resources are located in the APE; and
    - If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.

2. The results of any archaeological inventory survey that was conducted, including:

    - Any report that may contain site forms, site significance, and suggested mitigation measures.

      All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code Section 6254.10.

3. The result of the Sacred Lands File (SFL) check conducted through the Native American Heritage Commission was negative.

4. Any ethnographic studies conducted for any area including all or part of the potential APE; and

5. Any geotechnical reports regarding all or part of the potential APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS is not exhaustive, and a negative response to these searches does not preclude the existence of a tribal cultural resource. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event, that they do, having the information beforehand well help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance we can assure that our consultation list remains current.

If you have any questions, please contact me at my email address:

Pricilla.Torres-Fuentes@nahc.ca.gov.

Sincerely,

Pricilla Torres-Fuentes

Pricilla Torres-Fuentes
Cultural Resources Analyst

Attachment

7.4 Appendix D: CalEEMod Results

Prepared by Precision Civil Engineering, Inc., on March 5, 2024.

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

7212 Sunset Drive Apartments

San Joaquin Valley Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Low Rise	25.00	Dwelling Unit	1.13	25,000.00	72

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.7	**Precipitation Freq (Days)**	45
Climate Zone	3			**Operational Year**	2027
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - The project site is 1.13 acres.

Construction Phase - The site is vacant. Demolition will be restricted to areas with newly proposed driveway approachs.

Architectural Coating - Effective January 1, 2022, nonflat gloss and semigloss paints are required to meet the 50 g/l standard, providing lower VOC emissions for buildings constructed after that date.

Area Coating - Effective January 1, 2022, nonflat gloss and semigloss paints are required to meet the 50 g/l standard, providing lower VOC emissions for buildings constructed after that date.

Mobile Land Use Mitigation -

Area Mitigation - Effective January 1, 2022, nonflat gloss and semigloss paints are required to meet the 50 g/l standard, providing lower VOC emissions for buildings constructed after that date.

Waste Mitigation - The Project will recycle 50% of the solid waste in compliance with state requirements.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	150.00	50.00

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblArchitecturalCoating	EF_Nonresidential_Interior	150.00	50.00
tblArchitecturalCoating	EF_Parking	150.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	150.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	150.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	150	50
tblAreaCoating	Area_EF_Nonresidential_Interior	150	50
tblAreaCoating	Area_EF_Parking	150	50
tblAreaCoating	Area_EF_Residential_Exterior	150	50
tblAreaCoating	Area_EF_Residential_Interior	150	50
tblConstructionPhase	NumDays	20.00	5.00
tblConstructionPhase	PhaseEndDate	5/31/2024	6/7/2024
tblLandUse	LotAcreage	1.56	1.13
tblWoodstoves	NumberCatalytic	1.13	0.00
tblWoodstoves	NumberNoncatalytic	1.13	0.00

2.0 Emissions Summary

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2024	3.6900e-003	0.0348	0.0345	6.0000e-005	2.6000e-004	1.5800e-003	1.8400e-003	7.0000e-005	1.4700e-003	1.5400e-003	0.0000	5.4780	5.4780	1.3400e-003	1.0000e-005	5.5132
Maximum	**3.6900e-003**	**0.0348**	**0.0345**	**6.0000e-005**	**2.6000e-004**	**1.5800e-003**	**1.8400e-003**	**7.0000e-005**	**1.4700e-003**	**1.5400e-003**	**0.0000**	**5.4780**	**5.4780**	**1.3400e-003**	**1.0000e-005**	**5.5132**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2024	3.6900e-003	0.0348	0.0345	6.0000e-005	2.6000e-004	1.5800e-003	1.8400e-003	7.0000e-005	1.4700e-003	1.5400e-003	0.0000	5.4780	5.4780	1.3400e-003	1.0000e-005	5.5132
Maximum	**3.6900e-003**	**0.0348**	**0.0345**	**6.0000e-005**	**2.6000e-004**	**1.5800e-003**	**1.8400e-003**	**7.0000e-005**	**1.4700e-003**	**1.5400e-003**	**0.0000**	**5.4780**	**5.4780**	**1.3400e-003**	**1.0000e-005**	**5.5132**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2024	8-31-2024	0.0385	0.0385
		Highest	0.0385	0.0385

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050
Energy	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	27.7619	27.7619	1.8900e-003	5.2000e-004	27.9646
Mobile	0.0796	0.1412	0.7551	1.8800e-003	0.1980	1.6500e-003	0.1997	0.0530	1.5500e-003	0.0545	0.0000	179.8614	179.8614	8.7500e-003	9.6900e-003	182.9669
Waste						0.0000	0.0000		0.0000	0.0000	2.3344	0.0000	2.3344	0.1380	0.0000	5.7834
Water						0.0000	0.0000		0.0000	0.0000	0.5168	1.1480	1.6648	0.0533	1.2800e-003	3.3765
Total	**0.1935**	**0.1684**	**0.9512**	**2.0500e-003**	**0.1980**	**4.7100e-003**	**0.2028**	**0.0530**	**4.6100e-003**	**0.0576**	**2.8512**	**219.9047**	**222.7559**	**0.2024**	**0.0117**	**231.2964**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050
Energy	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	27.7619	27.7619	1.8900e-003	5.2000e-004	27.9646
Mobile	0.0738	0.1242	0.6645	1.5900e-003	0.1673	1.4100e-003	0.1687	0.0448	1.3200e-003	0.0461	0.0000	152.7833	152.7833	7.8800e-003	8.4600e-003	155.5022
Waste						0.0000	0.0000		0.0000	0.0000	1.1672	0.0000	1.1672	0.0690	0.0000	2.8917
Water						0.0000	0.0000		0.0000	0.0000	0.5168	1.1480	1.6648	0.0533	1.2800e-003	3.3765
Total	**0.1878**	**0.1514**	**0.8606**	**1.7600e-003**	**0.1673**	**4.4700e-003**	**0.1717**	**0.0448**	**4.3800e-003**	**0.0491**	**1.6840**	**192.8266**	**194.5106**	**0.1325**	**0.0105**	**200.9400**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**2.95**	**10.10**	**9.52**	**14.15**	**15.54**	**5.10**	**15.30**	**15.55**	**4.99**	**14.67**	**40.94**	**12.31**	**12.68**	**34.52**	**10.52**	**13.12**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2024	6/7/2024	5	5	
2	Site Preparation	Site Preparation	6/1/2024	5/31/2024	5	2	
3	Grading	Grading	6/1/2024	5/31/2024	5	4	

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Building Construction	Building Construction	6/1/2024	5/31/2024	5	200	
5	Paving	Paving	6/1/2024	5/31/2024	5	10	
6	Architectural Coating	Architectural Coating	6/1/2024	5/31/2024	5	10	

Acres of Grading (Site Preparation Phase): 1.88

Acres of Grading (Grading Phase): 4

Acres of Paving: 0

Residential Indoor: 50,625; Residential Outdoor: 16,875; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	18.00	3.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	4.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.6000e-003	0.0347	0.0337	6.0000e-005		1.5800e-003	1.5800e-003		1.4700e-003	1.4700e-003	0.0000	5.2729	5.2729	1.3300e-003	0.0000	5.3063
Total	**3.6000e-003**	**0.0347**	**0.0337**	**6.0000e-005**		**1.5800e-003**	**1.5800e-003**		**1.4700e-003**	**1.4700e-003**	**0.0000**	**5.2729**	**5.2729**	**1.3300e-003**	**0.0000**	**5.3063**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	6.0000e-005	7.5000e-004	0.0000	2.6000e-004	0.0000	2.6000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2051	0.2051	1.0000e-005	1.0000e-005	0.2070
Total	**9.0000e-005**	**6.0000e-005**	**7.5000e-004**	**0.0000**	**2.6000e-004**	**0.0000**	**2.6000e-004**	**7.0000e-005**	**0.0000**	**7.0000e-005**	**0.0000**	**0.2051**	**0.2051**	**1.0000e-005**	**1.0000e-005**	**0.2070**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.6000e-003	0.0347	0.0337	6.0000e-005		1.5800e-003	1.5800e-003		1.4700e-003	1.4700e-003	0.0000	5.2729	5.2729	1.3300e-003	0.0000	5.3062
Total	**3.6000e-003**	**0.0347**	**0.0337**	**6.0000e-005**		**1.5800e-003**	**1.5800e-003**		**1.4700e-003**	**1.4700e-003**	**0.0000**	**5.2729**	**5.2729**	**1.3300e-003**	**0.0000**	**5.3062**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	6.0000e-005	7.5000e-004	0.0000	2.6000e-004	0.0000	2.6000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2051	0.2051	1.0000e-005	1.0000e-005	0.2070
Total	**9.0000e-005**	**6.0000e-005**	**7.5000e-004**	**0.0000**	**2.6000e-004**	**0.0000**	**2.6000e-004**	**7.0000e-005**	**0.0000**	**7.0000e-005**	**0.0000**	**0.2051**	**0.2051**	**1.0000e-005**	**1.0000e-005**	**0.2070**

3.3 Site Preparation - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.4 Grading - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Paving	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Paving	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Improve Walkability Design

Increase Transit Accessibility

Improve Pedestrian Network

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0738	0.1242	0.6645	1.5900e-003	0.1673	1.4100e-003	0.1687	0.0448	1.3200e-003	0.0461	0.0000	152.7833	152.7833	7.8800e-003	8.4600e-003	155.5022
Unmitigated	0.0796	0.1412	0.7551	1.8800e-003	0.1980	1.6500e-003	0.1997	0.0530	1.5500e-003	0.0545	0.0000	179.8614	179.8614	8.7500e-003	9.6900e-003	182.9669

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	183.00	203.50	157.00	528,024	445,971
Total	183.00	203.50	157.00	528,024	445,971

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	10.80	7.30	7.50	45.60	19.00	35.40	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.527584	0.052861	0.171901	0.146917	0.025722	0.006994	0.013595	0.026310	0.000640	0.000310	0.022677	0.001379	0.003111

5.0 Energy Detail

Historical Energy Use: N

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	9.5555	9.5555	1.5500e-003	1.9000e-004	9.6500
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	9.5555	9.5555	1.5500e-003	1.9000e-004	9.6500
NaturalGas Mitigated	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146
NaturalGas Unmitigated	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	341176	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146
Total		**1.8400e-003**	**0.0157**	**6.6900e-003**	**1.0000e-004**		**1.2700e-003**	**1.2700e-003**		**1.2700e-003**	**1.2700e-003**	**0.0000**	**18.2064**	**18.2064**	**3.5000e-004**	**3.3000e-004**	**18.3146**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	341176	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146
Total		**1.8400e-003**	**0.0157**	**6.6900e-003**	**1.0000e-004**		**1.2700e-003**	**1.2700e-003**		**1.2700e-003**	**1.2700e-003**	**0.0000**	**18.2064**	**18.2064**	**3.5000e-004**	**3.3000e-004**	**18.3146**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	103276	9.5555	1.5500e-003	1.9000e-004	9.6500
Total		**9.5555**	**1.5500e-003**	**1.9000e-004**	**9.6500**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	103276	9.5555	1.5500e-003	1.9000e-004	9.6500
Total		**9.5555**	**1.5500e-003**	**1.9000e-004**	**9.6500**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050
Unmitigated	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	7.8200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0976					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	1.0900e-003	9.3500e-003	3.9800e-003	6.0000e-005		7.6000e-004	7.6000e-004		7.6000e-004	7.6000e-004	0.0000	10.8302	10.8302	2.1000e-004	2.0000e-004	10.8945
Landscaping	5.5700e-003	2.1400e-003	0.1855	1.0000e-005		1.0300e-003	1.0300e-003		1.0300e-003	1.0300e-003	0.0000	0.3032	0.3032	2.9000e-004	0.0000	0.3105
Total	**0.1121**	**0.0115**	**0.1894**	**7.0000e-005**		**1.7900e-003**	**1.7900e-003**		**1.7900e-003**	**1.7900e-003**	**0.0000**	**11.1334**	**11.1334**	**5.0000e-004**	**2.0000e-004**	**11.2050**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	7.8200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0976					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	1.0900e-003	9.3500e-003	3.9800e-003	6.0000e-005		7.6000e-004	7.6000e-004		7.6000e-004	7.6000e-004	0.0000	10.8302	10.8302	2.1000e-004	2.0000e-004	10.8945
Landscaping	5.5700e-003	2.1400e-003	0.1855	1.0000e-005		1.0300e-003	1.0300e-003		1.0300e-003	1.0300e-003	0.0000	0.3032	0.3032	2.9000e-004	0.0000	0.3105
Total	**0.1121**	**0.0115**	**0.1894**	**7.0000e-005**		**1.7900e-003**	**1.7900e-003**		**1.7900e-003**	**1.7900e-003**	**0.0000**	**11.1334**	**11.1334**	**5.0000e-004**	**2.0000e-004**	**11.2050**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1.6648	0.0533	1.2800e-003	3.3765
Unmitigated	1.6648	0.0533	1.2800e-003	3.3765

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	1.6648	0.0533	1.2800e-003	3.3765
Total		**1.6648**	**0.0533**	**1.2800e-003**	**3.3765**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	1.6648	0.0533	1.2800e-003	3.3765
Total		**1.6648**	**0.0533**	**1.2800e-003**	**3.3765**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Institute Recycling and Composting Services

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	1.1672	0.0690	0.0000	2.8917
Unmitigated	2.3344	0.1380	0.0000	5.7834

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Total		**2.3344**	**0.1380**	**0.0000**	**5.7834**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	5.75	1.1672	0.0690	0.0000	2.8917
Total		**1.1672**	**0.0690**	**0.0000**	**2.8917**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

PLANNING COMMISSION OF THE CITY OF ATWATER

RESOLUTION NO. PC 0238-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND) IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE PROJECT; AND APPROVE A TENTATIVE PARCEL MAP, GENERAL PLAN AMENDMENT, ZONE CHANGE, VARIANCE AND SITE PLAN LOCATED ON THE NORTHWEST CORNER OF SUNSET DRIVE AND MATTHEW DRIVE, ATWATER (APN 056-540-004).

WHEREAS, the Planning Commission of the City of Atwater reviewed Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500, requesting development of a 25-unit multi-family residential development that consists of three (3) residential buildings, 38 parking stalls, two (2) bioretention areas, and associated improvements. The apartment buildings are 8,140 sf., 7,260 sf., and 7,260 sf., with 9 units, 8 units, and 8 units; and,

WHEREAS, said application was reviewed by the Planning Commission of the City of Atwater on July 17, 2024; and,

WHEREAS, the environmental assessment under the provisions of the California Environmental Quality Act (CEQA) for this project resulted in the filing of a Notice of Intent to adopt a Mitigated Negative Declaration with mitigated measures being incorporated into the project; and,

WHEREAS, no person spoke in favor of the project, no person spoke in opposition of the project, and no written comment(s) have been submitted either in opposition or in favor of the project; and,

WHEREAS, the site can accommodate the proposed use and not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and,

WHEREAS, the Planning Commission finds that the following findings can be made for Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500:

1. That this application proposes to construct a multi-family residential development.
2. That the site is located in a Residential Estate (R-E) Zone District and is consistent with the purpose and intent of said district.
3. That this site is designated by the Atwater General Plan as Very Low Density Residential.
4. That the project has prepared an Initial Study and Mitigated Negative Declaration submitted to the State Clearinghouse for thirty (30) day public review as required under Section 15073.
5. That the public hearing for this application has been adequately noticed and advertised.
6. That the project, with the conditions herein, would not have a detrimental effect on the healthy, safety, and welfare of the neighborhood or have any adverse effects on the community.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Atwater does hereby recommend the City Council adopt an Initial Study and Mitigated Negative Declaration; and approve Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500 subject to the following conditions:

ENGINEERING

1) Any right of way or easement acquisitions necessary to implement any portion of this map, and/or site development plan, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

2) Notwithstanding any grading/elevations that are shown on the tentative map, or the provisions of the City of Atwater Municipal Code, approval of this tentative map does not authorize the issuance of any grading permits.

3) The developer shall provide and show on the final map and all necessary easements for access, streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation facilities and other facilities as requested by the City. Utility easements shall be a minimum of a clear fifteen feet (15') for one utility and a clear twenty feet (20') for two or more utilities or as specified by basic engineering design guidelines. Easements shall not be split between property lines unless determined otherwise by the City Engineer. The easement widths identified are minimums and in certain circumstances, additional easement widths may be required as determined by the City Engineer.

4) The subdivider shall submit plans and specifications for improvements of all public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage facilities to the Community Development Department for approval by the City Engineer.

5) The final map and all related documents shall comply with all regulations and requirements of the Atwater Municipal Code.

6) The developer shall pay all applicable processing fees, permit fees, City development fees, fire fees, school fees, drainage fees and other public entity fees in effect at the time of the issuance of the applicable permit.

7) The subdivider shall submit a building permit which shall include grading plans, a permit application, and plan check and inspection fees and deposits to the Community Development Department. Grading plans shall be approved prior to or concurrently with the approval of the Improvement Plans.

8) Final parcel maps shall be in substantial conformance to the approved tentative parcel map and must be submitted, in English units, to the City Engineering Division for review and approval. Maps shall be prepared, wet signed and sealed by a civil engineer or land surveyor registered in the State of California and licensed to prepare final maps.

9) All subsequent maps shall plot dedication and/or the relinquishment of all affected utility easements.

10) If applicable, all beneficiaries of record are to sign a consent statement to record with the Final Map.

11) The CC&R's (Covenants, Conditions and Restrictions) for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.

12) Matthew Street and Everett Street shall be improved to have 60' right-of-way and Sunset Drive shall have 80' of Right-of-way, as stated in the City of Atwater Municipal Code, Title 16.12.030-050.

13) CC&Rs for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, parking facilities, utilities, landscaping, and irrigation as determined necessary by the City Engineer.

14) The developer shall comply with Government Code Section 66436(a)(3) before approval of each final map and shall provide "no objection" letters from the public entity or utility to the satisfaction of the City Engineer.

15) The Final Map shall include the entire area shown on the Tentative Map and shall not be filed as units or groups of units.

16) The Developer shall provide joint trenching for telephone, gas, electric, and cable TV service for every parcel in a combined utility plan submitted with the Building Permit.

17) All existing overhead utilities on-site shall be undergrounded.

18) Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.

19) All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the City of Atwater Improvement Plans and Specifications (to be supplemented by the Current Caltrans Standard Plans and Specifications when necessary), all applicable federal, state, and local ordinances, standards, and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.

20) All public improvements proposed by the developer or required through these conditions of approval shall be completed and accepted by the City in compliance with the time schedule set forth in the conditions of approval; if no time schedule is provided, then no later than recordation of the parcel map. The developer may apply to the City for a Subdivision Improvement Agreement or Deferred Improvement Agreement in order to postpone completion of the public improvements. In any event, the City shall require the developer to guarantee the performance of the improvements and payment of labor and materials by furnishing security in a form acceptable to the City. Any such agreement shall include the required improvements to be constructed along the project boundaries, including,

but not limited to, curb, gutter, sidewalk, street paving, street lighting, storm drain, water, sewer, and landscaping. These improvements shall be at the developer's expense and constructed when deemed necessary by the City.

21) In addition to otherwise applicable development fees, if the subject property is located within an existing or a proposed Benefit District, the developer shall pay the Benefit District fee as set forth in the Engineer's Report for the applicable Benefit District. Fees shall be charged and paid at the time of building permit issuance. The fee may be adjusted over time by an amount equal to the annual rate of inflation set forth in the Engineering News Record Construction Cost Index.

22) It is the responsibility of the applicant or developer to check with each agency for requirements that may pertain to their project.

23) The applicant shall negotiate school mitigation with the appropriate School District before issuance of building permit. Applicant shall present evidence of School District compliance to the City of Atwater.

24) The project shall annex into a Community Facilities District for the on-going Public Services operations including Fire and Police services.

25) The project shall annex into a Lighting and Landscaping District for the on-going maintenance of project lighting, open space areas and any proposed common landscape areas such as parks, landscape medians and parkway strips.

26) An encroachment permit shall be required for any construction to be done in the public right of way, in easements, or on lands to be dedicated to the City of Atwater upon completion of the improvements. The encroachment permit shall be obtained prior to the start of said work. The permit fees shall be determined per the current adopted Miscellaneous Fee Schedule.

27) Where the finished grade of the property is in excess of twelve inches (12") higher or lower than the abutting property or adjacent lots, a retaining wall or other suitable solution acceptable to the City Engineer shall be required, and any fence or wall shall be measured from the top of grade on the higher side of the retaining wall or slope. Retaining walls shall be shown on grading plans, shall be structurally engineered if over four (4) feet in height (from base of foundation to top of wall), including surcharge, and will require a separate building permit.

28) The developer shall coordinate all grading and improvements with adjacent property owners to the satisfaction of the City if required due to an encroachment.

Any grading or drainage onto adjacent properties shall require written approval of those property owners affected, with said approval provided to the City Engineer.

29) Any existing damage or damage incurred during construction to the roadway, curb, gutter and/or sidewalk shall be repaired and/or replaced to the approval of the City Engineer.

30) For the proposed on-site improvements and off-site improvements, the developer shall cause Improvement Plans to be prepared. The plans shall be prepared by a Licensed Civil Engineer or under his/her direction. The plans shall be prepared on 24" X 36" plan sheets and to a reasonable scale. The plans shall be in a format to be approved by the City Engineer and shall show all of the proposed grading and on-site and off-site improvements for the proposed development. The title of the plan shall be shown at the top of Sheet No. 1. Sheets shall be numbered in consecutive order. An index showing the sheets contained within and as a part of the Site Improvement Plan shall be shown on Sheet 1.

31) Prior to final acceptance, the developer shall provide the City with copies of the "as-built" site and off-site improvements on 4 mil minimum translucent mylar and provide the construction and infrastructure drawings in an AutoCAD compatible format. The mylar set shall include all construction changes.

32) The developer shall install a reduced pressure principle backflow device for potable water and an approved backflow device for irrigation water. Each Parcel shall be served by an individual water connection, each connection shall utilize a water manifold to serve individual water service meters. Each unit shall be served by an individual water service. Individual water services provided shall be provided for potable and landscape purposes, of adequate size for the development. All services shall be metered, a Sensus "Flex-Net" radio read meter shall be used.

33) The developer to provide water demand analysis report and calculations for the proposed development and defined on a per lot basis; shall include potable, irrigation and fire demand flows.

34) All water trenches or excavations shall be excavated, backfilled, and compacted in accordance with applicable City Standards and conditions for paving included within this resolution.

35) The applicant shall abandon and remove from the site any existing irrigation lines and other structures found. Lines shall be plugged at the property line with concrete.

36) Any water wells found during construction shall be destroyed and/or demolished in accordance with approved City Standards, requirements, and/or permits.

37) Site must have onsite detention of storm water. When developed, storm water from this project will discharge to the Parreira Drain, a facility identified within the Merced Irrigation District Improvement District No. 1 (MIDDID No. 1). The property owner will be required to enter into a "Storm Drainage Agreement with the MIDDID No. 1, paying an annual maintenance fee and any connection fees as established by the MIDDID No. 1 Board of Directors and as collected by MIDDID No. 1 and on the Merced County Tax Rolls. Existing flows and flows from proposed development are to be part of the storm drainage calculations for the development to be submitted to the City Engineer.

38) Any portion of the drainage system that conveys runoff from public streets shall be installed within a dedicated drainage easement or public street.

39) Hydrology and hydraulic calculations for determining the storm system design, with water surface profile and adequate field survey cross section data, shall be provided satisfactory to the City Engineer, or verification shall be provided that such calculations are not needed. Applicant shall be required to detain the 100 year 24 hr storm event.

40) The subdivider shall provide for a drainage system capable of handling and disposing of all surface water originating within the subdivision and all surface water that may flow onto the subdivision from adjacent lands. Said drainage system shall include any easements and structures required by the City Engineer to properly handle the drainage, and shall be designed so as to prevent ponding of surface water that would create a public health hazard or nuisance.

41) The developer shall comply with Chapter 13.22 of the Atwater Municipal Code "Storm Water Management and Discharge Control" and with the City of Atwater Post Construction Standards Plan.

42) The developer shall process a Post-Construction Stormwater BMP Operation and Maintenance Plan for review and approval to the satisfaction of the City Engineer. Applicant shall comply with the provisions of the City of Atwater Post-Construction Standards Plan.

43) The Owner shall execute any agreements identified in the Post-Construction Standards Plan that pertain to the transfer of ownership and/or long-term maintenance of stormwater treatment or hydrograph modification BMPs to the satisfaction of the City Engineer and the Director of the Community Development

Department.

44) Developer shall ensure finished pad elevations are at a minimum one foot above the 100-year (1% chance) base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for Merced County, California. The developer shall be responsible for all necessary activities, applications, documentation and costs to amend floodplain maps for their development [Letter of Map Amendment Revision (LOMAR)], and for obtaining a Floodplain Permit from the Community Development Director for all projects on parcels identified in a Zone "A" on the FEMA Flood Insurance Rate Maps for the City of Atwater. Application for LOMAR shall be prepared and submitted by the developer prior to grading permit issuance or final map approval, whichever occurs first.

45) Detailed plans reflecting the design and construction of all public infrastructure improvements for street, sewer, water, and storm drain, both on- and off-site, shall be in conformance with the adopted Infrastructure Master Plans and as directed by the City Engineer. Developer shall have written approval from the City Engineer for any variations from the City's Master Plans prior to any final map or plan approval.

46) Ensure that the site allows for the maneuverability of fire trucks refuse vehicles, and any emergency service vehicles around the entirety of the site. Proper site furnishings shall be installed to maintain proper clearance for emergency vehicular turnaround where designated on plan.

47) All travel lanes on the site plan shall be dimensioned to ensure proper clearance width is met (see appendix D of 2022 California Fire Code).

48) Fire hydrants must be provided in compliance with Fire Department specifications. A 10-foot PUE is typically required and the fire hydrant may be located in that easement if it cannot be located within the right of way. Waivers of street improvements do not waive fire hydrant requirements.

49) The project shall annex into a Community Facilities District for the on-going Public Services operations including Fire and Police services.

50) Where required, automatic fire sprinkler systems shall be designated and installed in compliance with NFPA (National Fire Protection Association) standards. Fire Department Connections (FDC's) shall be located within 50 feet of a fire hydrant.

51) If required, fire hydrants shall be installed along property frontages and on-site in accordance with City of Atwater specifications. Fire hydrants shall be placed on-site in accordance with the City of Atwater Fire Department requirements; on-site placement of fire hydrants shall be reviewed and approved by the Fire Chief. All fire hydrants shall have a minimum flow of 1,500 gallons per minute. Water lines and services shall be installed in accordance with City of Atwater City Standards and specifications. Fire protection lines shall be separate from domestic service lines and shall utilize detector check meter installations.

52) The grade of the fire apparatus access road shall be within the limits established by the code official based on fire apparatus. (Shall not exceed 10 percent.)

53) Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (75,000 pounds) and shall be surfaced so as to provide all-weather driving capabilities.

54) Where applicable, NO PARKING – FIRE LANE signage and/or marking(s) shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.

55) Each parcel shall be served by an individual sanitary sewer lateral.

56) The developer is to provide sewer loading calculations and report for the development.

57) Any septic systems found during construction shall be destroyed in accordance with approved Merced County Environmental Health requirements.

58) The developer shall properly abandon or relocate all utilities as necessary or required.

59) The developer shall comply with the requirements of all public utility companies.

60) All underground utilities shall be installed in conformance with existing City policy including without limitation the City of Atwater Subdivision and Zoning Ordinances.

61) The installation (if required) of all gas, electric, sewer, and water lines and any other below-surface utilities is to take place before the installation of any concrete curbs, gutter, sidewalks, and the surfacing of streets.

62) The developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.

63) Applicant shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD).

64) The project shall be in compliance with the most recent Americans with Disabilities Act (ADA) regulations.

65) Sight distance requirements at all street intersections shall conform to City Standards.

66) The applicant shall submit a geotechnical report together with improvement plans to the City Engineer for review and approval. The report shall include the information and be in the form as required by the City Engineer and all applicable codes.

67) Developer shall submit three (s) sets of landscaping and irrigation plans to be reviewed and approved by the City of Atwater Public Works Division. Said plans shall be prepared by a landscape architect licensed in the State of California. All landscaped areas shall be equipped with seven-day automatic irrigation systems with battery back-up. All landscaping shall always be maintained and said maintenance shall be the responsibility of the developer. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Community Development Director prior to Certificate of Occupancy.

68) The developer shall plant shade trees along street frontage in accordance with the 2017 urban forest tree master plan. All landscaping areas shall be equipped with seven-day automatic irrigation systems with battery back-up.

69) All slope banks in excess of two (2) feet in vertical height shall be landscaped and irrigated for erosion control and to soften their appearance as follows:

    one 15-gallon or larger size tree per each 150 sq. ft. of slope area, one 1- gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover 12-24 inches on-center. In addition, slope banks in excess of five (5) feet in vertical height also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to occupancy.

70) All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to ensure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when

missing to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

71) Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans.

72) Prior to approval of the final map the developer shall form or annex into a street lighting and landscape maintenance district, or some alternative financing mechanism acceptable to the City, for maintenance of all streetlights and landscaping within or adjacent to the site.

73) The subdivider shall construct, or agree to construct, the public improvements and private road improvements shown on the improvement plans as approved by the City Engineer.

74) The subdivider shall construct, to the satisfaction of the Director of the Department of Public Works, a public street lighting system that complies with the following conditions:

   a. All fixtures shall use an LED light source.

   b. All light standards, heads, and spacing shall be per City Standards. Proposed lights of an ornamental nature shall not to exceed 16 feet in height designed to the satisfaction of the Community Development Director and shall be spaced and located to the satisfaction of the City Engineer.

   c. Deposit with the City of Atwater, through the Department of Public Works, a cash deposit sufficient to:

      i. Energize, maintain, and operate the street lighting system until tax revenues begin accruing from the subdivision for those purposes.

      ii. Pay the cost to process lighting district administration of this project. After recording of the Final Map, the subdivision shall be transferred without notice or hearing, to a City designated lighting district to operate and maintain the system.

75) Prior to the recordation of a subdivision map or prior to the issuance of any grading permit, whichever comes first, and if determined necessary by the City Engineer, the applicant shall record a letter of consent from the affected property owners permitting off-site grading, cross lot drainage, drainage diversions and/or unnatural concentrations. The applicant shall obtain approval of the form of the

letter of consent from the City of Atwater before recordation of the letter.

76) The Final Map shall show the dedication of all on-site easements including: drainage easements, on-site lighting, landscaping, trash enclosures, and access thereto, and show monumentation for such easements, as required by the City Engineer and/or Public Works Director, or verify that no easements are required. The Final Map shall include the entire area shown on the Tentative Map and shall not be filed as units or groups of units.

77) Upon notification by the City of Atwater that a final map is approved for recordation, the applicant shall pay all costs associated with the transport of the map by city personnel to the Merced County Recorder's Office.

78) The subdivider shall accomplish the following prior to approval of the Final Map by the City Council:

a. Provide the Department of Public Works with letters or forms approved by the Community Development Director stating that the applicable agency or agencies have provided commitment to the site for such public facilities that are required for the subdivision (including, but not necessarily limited to, water and sewer services).

b. Provide the City with a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: (a) they have received from the developer a copy of the proposed map; (b) they object or do not object to the filing of the map without their signature; (c) in case of a street dedication affected by their existing easement, they will sign a 'subordination certificate" or "joint- use certificate" on the map when required by the governing body. In addition, the subdivider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the Tentative Map.

c. Grant to the appropriate agency, by recorded document, all required off-site easements and all on-site water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.

d. Provide the Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated at the time of recordation of the Final Map.

e. If the subdivider does not have the real property rights necessary for public access or the construction of required improvements, he/she shall request the Planning Commission to direct City staff to begin eminent domain proceedings for acquisition of said property rights in accordance with all applicable City policies. The developer shall agree to pay City the full costs of eminent domain proceedings, including all easement costs. The developer shall also agree to construct required improvements within said easement.

f. Pay off all existing deficit accounts associated with processing this application to the satisfaction of the City.

79) The developer shall coordinate with the postmaster regarding installation of collective box units for the subdivision.

PUBLIC WORKS

80) The applicant to have one connection to city water main for each domestic tie in for each APN. Afterwards, the applicant can branch off to separate lines (after the sidewalk but still within the city easement) with individual meters.

81) Each parcel shall have a separate irrigation line

FIRE

82) Plans shall include automatic fire sprinkler layout, fire department access roads and location of all hydrants and fire department connections (FDC).

83) Fire prevention systems such as automatic fire sprinklers and fire alarm systems must be in accordance with CFC 2022 Section 903 and Atwater Municipal Code 8.40.010

84) The Fire department connections (FDC) will be within 40 feet of a fire hydrant.

85) Fire Apparatus access roads shall be in accordance with Appendix D of the 2022 CFC.

86) Required number and spacing of fire hydrants must comply with Table C102.1 of Appendix C of the 2022 CFC.

87) Class A-B-C Extinguishers will be provided for each story of each building or inside each unit.

PLANNING

88) The developer shall comply with the Residential Design Guidelines. Minor changes to the architectural style or square footage shall be reviewed and approved by the Community Development Director.

89) All on-site graffiti shall be the responsibility of the property owner. All graffiti shall be abated in accordance with City Graffiti Ordinances.

90) Project shall comply with the most current California Code of Regulations Title 24, parts 1 through 12, the most current Health and Safety Codes and the most current Fire and Life Safety Codes, all along with the California State Amendments.

91) The applicant shall comply with all conditions of the Merced County Division of Environmental Health, including the handling of all potentially hazardous material.

92) Upon any violation of sign ordinance section 17.69 of the Atwater Municipal Code (AMC), the applicant will be cited and subject to fine.

93) The Planning Commission shall retain the right to reconsider Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500 at any time.

94) Site Plan shall expire in six (6) months from the day of approval if the operation has not started.

95) The Tentative Parcel Map shall expire within one (1) year from the day of approval if the operation has not started.

96) All Conditions of Approval for this project shall be written by the project developer on all building permit plan check sets submitted for review and approval. These Conditions of Approval shall be on, at all times, all grading and construction plans kept on the project site. It is the responsibility of the project developer to ensure that the project contractor is aware of, and abides by, all Conditions of Approval. Prior approval from the Community Development Director must be received before any changes are constituted in site design, grading, building design, building colors or materials, etc.

97) This approval is dependent upon and limited to the proposals and plans contained, supporting documents submitted, presentations made to staff, Planning Commission as affirmed to by the applicant. Any variation from these plans, proposals, supporting documents, or presentations is subject to review and approval prior to implementation.

98) The applicant or applicant's successor in interest shall indemnify and defend and hold harmless the City of Atwater, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Atwater, its agents, officers, and employees to attack, set aside, void, or annul any approval by the City of Atwater and its advisory agency, appeal board, or legislative body concerning this application, which action is brought within applicable statutes of limitations. The City of Atwater shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the applicant or applicant's successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans or other documents pertaining to this application.

The foregoing resolution is hereby adopted this 17th day of July, 2024.

AYES:
NOES:
ABSENT:

APPROVED:

MAYRA SANCHEZ-GARCIA,
VICE-CHAIR

ATTEST:

GREG THOMPSON,
DEPUTY CITY MANAGER /
COMMUNITY DEVELOPMENT DIRECTOR

City of Atwater

Uniform Development Application

750 Bellevue road

Phone: (209) 357-6342/357-6349 **Fax: (209) 357-6348**

APPLICATION FORM

Please indicate the types of application requested

- ☐ Administrative Application
- ☐ Amend Planned Development
- ☐ Amend Conditional Use Permit
- ☐ Application for Appeal
- ☐ Architectural Review
- ☐ Certificate of Compliance
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☒ General Plan Amendment
- ☐ Lot Line Adjustment
- ☐ Lot Merger
- ☒ Site Plan
- ☒ Tentative Map
- ☐ Time Extension
- ☐ Variance
- ☒ Zone Change
- ☐ Zoning Text Amendment
- ☐ Other _____

Describe Proposed Project:

Subdivision and High density multi-family development of +/-1.13 acres of vacant land requiring Tentative Parcel Map, Site Plan Review, General Plan Amendment, and Zone Change. Development will include 3 structures on 3 parcels. Structures are two story each and range in size from 7,260 sf to 8,140 sf, parcel sizes range from 15,464 sf to 18,133 sf. Development will include paved drive aisles and parking areas, sidewalks, trash enclosures, landscaping and underground utilities.

APPLICANT: Apex Investment Group, LLC PHONE NO: 209-201-5839

ADDRESS OF APPLICANT: 3319 M Street, Merced, CA 95348 EMAIL: mjawad@kw.com

PROPERTY OWNER: Same as Applicant PHONE NO:

ADDRESS OF PROPERTY OWNER:

ASSESSOR'S PARCEL NUMBER:

Address/General Location of Property: 7212 Sunset Drive

EXISTING ZONING OF PROPERTY: R-E, Residential Estate

GENERAL PLAN DESIGNATION OF PROPERTY: Very Low Density Residential

Indemnity Statement

To the fullest extent permitted by law, Developer, and Developer's successor in interest, shall defend, indemnify, and hold harmless City, and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the project, the Development Agreement, the Conditional Use Permit, or Subsequent City Approvals. Failure by Developer to indemnify City, when required by

this condition of approval, the Development Agreement, and the Indemnification Agreement, shall constitute a material breach of the Development Agreement, the Conditional Use Permit, and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against City, or City's Agents, based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City. This condition may be placed on any plans or other documents pertaining to this application.

I have read, agree and accept the City Indemnity agreement

Signed: _____ 10/9/2023

Applicant Date:

There are no deed restrictions on this land that would prohibit this type of use or development. I (we) Apex Investment Group, LLC depose and say that I am the property owner involved in this application and the forgoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signed: _____ 10/9/2023 _____

PROPERTY OWNER DATE: PROPERTY OWNER DATE:

CITY OF ATWATER UNIFORM DEVELOPMENT APPLICATION CHECKLIST

PROJECT APPLICATION: ALL ITEMS ON THE CHECKLIST MUST BE SUBMITTED WITH YOUR APPLICATION AND ALL MAPS PROPERLY FOLDED OTHERWISE IT WILL NOT BE ACCEPTED!

☐ One (1) completed copy of the combined Development Application form.

☐ Appropriate Schedule Fees (make checks payable to the City of Atwater).

☐ One (1) completed and singed copy of Agreement to Pay Processing Costs. (Attached)

☐ Ten (10) 36x24-inch site plans and five (5) 11x17 reduction of the site plan (See site plan requirements). Be prepared to submit and electronic copy of the site plan.

☐ Ten (10) 36x24-inch site plans and five (5) 11x17 reduction of the elevation drawings and copies of site plan (See site plan requirements). Be prepared to submit and electronic copy of the site plan.

☐ Ten (10) 36x24-inch site plans and five (5) 11x17 reduction of the floor plans and copies of site plan (See site plan requirements). Be prepared to submit and electronic copy of the site plan.

☐ Copies of the Tentative Parcel Map/Tentative Subdivision Map and will require to contain the information outlined in the Atwater Municipal Code Chapter 16 Section 16.20.020 attached to this form (See tentative map requirements).

☐ A letter signed by the property owner authorizing representation by a person or agency other than him/herself

☐ Legal description of the entire project site in a metes and bounds format.

☐ Preliminary title report, chain of title guarantee or equivalent documentation not older than (6) months which shows any and all easements affecting the project site.

☐ Ten (10) 18x24-inch site plans and five (5) 8-1/2x11 identifying the proposed Lot Line Adjustment, Parcel merger or Parcel Unmerge, and all existing features, including but not limited to easements, utilities, and structures.

☐ Vicinity Map

☐ Identification of existing and proposed lot area(s).

Project Checklist Continued

☒ Hazardous Waste and Substances Site List Disclosure form completed and signed. The California Government Code requires that applicants for all development projects, excluding building permits, must check the Comprehensive Hazardous Waste and Substances Statement list to determine if the site of the proposed project is on the list. This is to be completed as part of the application materials, The Purpose of this is to provide information to be verified and used in the environmental Review of the project.

☒ Operational Statement, which should be printed on its own sheet of paper and have the following information: Nature of the proposal including all types of uses-sales, processing, manufacturing etc, detail existing, proposed, and future operations, brief summary of operation hours to include peak hours, estimated number of personal during peak hours, vicinity map with highlighted truck routes, proposed method of waste removal and disposal (show on plot plan trash receptacle), how is the proposed project consistent with nearby uses, uses of all structures, size of buildings.

Staff Initials_____ Date received _____

Atwater Municipal Code Chapter 16 Section 16.20.020 Tentative Map Requirements

The following information shall be delineated on the tentative map or contained in a written statement to accompany each map:

- N/A Tract number as obtained from the City Engineer and name of the subdivision, if the subdivider so desires;
- ☒ Sufficient legal description of the land to describe the location of the proposed subdivision;
- ☒ Name and address of the owner and subdivider;
- ☒ Name and address of the person preparing the map;
- ☒ If adjoining land has been subdivided, the recordation data of the map shall be shown;
- ☒ Approximate acreage and boundary lines of the subdivision;
- ☒ North point, scale and date;
- ☒ Location, width and proposed names of all streets within the boundaries of the subdivision;
- ☒ Location and width of easements;
- ☒ Approximate street centerline radii of curves;
- ☒ Names of utility companies and location of existing and proposed public utilities;
- N/A Existing culverts and drain pipes;
- N/A Watercourses and channels including proposed facilities for control of storm waters;
- N/A Railroads and other rights and other rights-of-way;
- N/A Dimensions of reservations;
- ☒ Adjoining property and lot lines;
- ☒ Lot lines and approximate dimensions;
- N/A The approximate location of areas subject to inundation of storm water overflow and the location width and direction of flow of all water courses;
- N/A Location of all existing buildings, structures and trees;
- ☐ Proposed source of water supply;
- ☐ Proposed method of sewage disposal and storm water drainage;
- ☐ Proposed street improvements;
- ☐ Proposed protective covenants regarding use of property and building lines;

Tentative Map Requirement Continued

- ☐ Proposed tree planting which shall conform substantially as to species and location with the street tree plan of the City and otherwise with the regulations of Chapter 12.32 Trees;
- ☒ Proposed public areas; location, names and widths of existing and proposed streets, highways, alleys, easements, railroads, and other open spaces in adjacent areas;
- ☒ Contours with maximum interval of two feet, unless waived by the City Engineer;
- ☒ Existing use of property immediately surrounding;
- ☒ Proposed land use of lots;
- ☒ Existing zoning and proposed zoning;
- ☐ If private streets are proposed, the method of maintenance and financing such maintenance;
- N/A A description of the proposed fencing to provide a physical and visual barrier between the subdivision and all open ditches, drains and canals;
- ☒ Proposed unit boundary lines, if the subdivision is to be developed in more than one unit.

Site Plan Checklist

☒ Address and County Assessor's Parcel Number.

☒ Name, address and telephone number of applicant, architect and/or engineer.

☒ Summary legend describing project information including zoning and lot size. For new construction provide summary of units permitted and proposed building coverage permitted and proposed off-street parking permitted and proposed, unit square footage breakdown.

☒ Vicinity Map (showing property location to major roads and major landmarks).

☒ Scale of plot plan, north arrow, existing property lines and dimensions.

☒ Names and full widths of all adjacent streets and alleys (indicate location of any medians and curb cuts).

☒ Show location of existing and proposed structures and walls (identify existing as a dashed line and proposed as a solid line).

☒ Label the use of all existing and proposed structures and areas

☒ Indicate setbacks, yard areas, distances between structures (setbacks to be measured from ultimate property lines if dedication is required).

☒ Show square footage of the structure(s) and percentage of structure coverage in relationship to the entire lot.

☒ Show location and dimensions of adjacent street rights-of-way, property lines, building setback lines, sidewalks and easements.

☒ Show off-street parking. Designate open parking, carports, and garages, include dimensions of parking stalls, maneuvering areas, driveways, specify paving materials; identify all curbing and wheel stops.

N/A Show loading areas, including dimensions and screening

☒ Show location of trash enclosures and indicate materials.

☒ Show location and size of all existing proposed signs, walls, and fences.

☒ Indicate existing and proposed landscape areas. Preliminary landscaping should include trees and major planting areas (specific materials, sizes, and numbers will be required on detail plans following Planning Commission or City Council approval).

☒ Show proposed exterior lighting

Site Plan Checklist Continued

☒ N/A Show location and general dimensions of any existing irrigation facilities, natural drainage ways and storm drainage facilities on the site, including any proposed modifications.

☒ N/A Show size and species of all trees 6 inches and greater in diameter at 3 feet. Indicate whether to be removed or retained.

☒ N/A Show location of curb cuts on neighboring properties; and, in commercial and industrial zones, within 300 feet of adjacent properties and properties across the street.

☒ Location of buildings on adjacent properties (sides and rear) within 25 feet of the project site.

☒ Include development-phasing schedule (if proposed and/or applicable), including those portions of the project included in each phase, and estimated start and completion dates.

☒ Include a table of impervious areas showing pre and post development values.

City of Atwater

HAZARDOUS WASTE AND SUBSTANCE STATEMENT

Phone: (209) 357-6342/357-6349 **Fax: (209) 357-6348**

This is to determine if the proposed project or any alternatives to the proposed project in this application are on the lists compiled to Section 65962.5 of the Government Code. The applicant is required to submit a signed statement, which contains the following information:

NAME OF OWNER: Apex Investor Group, LLC

ADDRESS: 3319 M Street, Merced, CA 95348

NAME OF APPLICANT: Apex Investor Group, LLC

ADDRESS: 3319 M Street, Merced, CA 95348

ADDRESS OF SITE: 7212 Sunset Drive, Atwater, CA 95301

APN: 056-540-004

LOCAL AGENCY: COUNTY OF MERCED

☒ NOT ON LIST

☐ SPECIFY LIST

REGULATORY IDENTIFICATION NO: N/A

Pursuant to section 65962.5 of the Government Code

DATE OF LIST: 10/09/2023

APPLICANT SIGNAUTRE: _____ Date 10/9/2023

City of Atwater Processing Agreement

This an agreement for payment of costs for the city of Atwater application processing

To be completed by applicant:

This agreement is by and between the City of Atwater, California, hereafter "City," and Apex Investor Group, LLC hereinafter "applicant". This is a legally binding agreement. You should ensure to read all provisions of this agreement.

1. Applicant agrees to pay all personnel and related direct, indirect, overhead and overtime costs incurred by City employees and consultants (including engineers, attorneys and other professionals) incurred by City for review and processing the subject application, even if the application is withdrawn in writing, not approved, approved subject t conditions or modified upon approval. Applicant agrees that it shall pay any and all costs related to the subject application that the City would not have incurred but for the application. City's indirect and overhead costs will be applied to the time of City employees and consultants. All personnel and related direct, indirect, overhead and overtime rates for City employees and consultants shall be calculated annually by the City manager.
2. Applicant agrees to make an initial deposit in the amount of $_____ at the time this agreement is signed, and subsequent dep0osits within 30 days of the date requested by the City in writing, The city will not pay interest on deposits. Applicant agrees that It knowingly and voluntarily waives, extends and continues each of the time limits imposed by California Government Code Section 65943 for the determination of a development application's completeness and the time limits imposed by California Government Code Sections 65950, 65950.1, 65951, and 65952 for the approval or disapproval of development permits for as many days as the applicant delays making a subsequent deposit from the date of written notice requesting such additional deposit until the deposit is received by City, not to exceed 90 days. Failure to make any subsequent deposits may result in denial of an application for development project or in the decision by the City to postpone action on the application.
3. If Applicant does not deposit such requested deposits or make payments on outstanding invoices within thirty (30 days after the date of the deposit request or invoice, City staff may cease work on the project until the required deposit or payment is made, subject to any other provisions of law.
4. Deposits shall be applied toward the City's costs in reviewing and processing the application. City will send monthly statements indicating the charges against the initial deposit and any subsequent deposits. The City may elect to send statements less frequently than monthly, if there is only limited monthly activity on the project.

5. In the event that the accumulated periodic charges exceed the initial deposit and any subsequent deposits previously received by City, City will invoice Applicant for the amount outstanding and may require an additional deposit. Applicant will pay any and all amounts exceeding the initial and subsequent deposits within thirty (30) days of the date of the invoice and shall make any additional deposit required by the City.
6. City statements and invoices shall provide summary information indicating the cost for employees and independent contractors, including direct and indirect charges. Original invoices from independent contractors (except attorney/client invoices) shall be available upon request by Applicant, at Applicants additional cost.
7. Applicant shall pay interest on all costs unpaid 30 days after the date of any invoice at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts.
8. Applicant and owner of property, if not the same, agree to and authorize City to place lien on the property subject to this application for any and all delinquent fees, Th City shall remove such a lien once the Applicant has paid all delinquent fees. For purposes of this section, an invoice amount shall become delinquent when unpaid for 30 days after the date of the invoice.
9. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted above in Section 2. Invoices are due and payable within 30 days.
10. Applicant further agrees that no building permits, Certificate of Occupancy and/or subdivision Acceptance for the project will be issued until all costs for review and processing are paid.
11. Applicant shall provide written notice to the City if any of the above information changes.
12. This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.
13. This Agreement is not assignable without written consent by the City of Atwater. The City of Atwater will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.

Applicant: Apex Investor Group, LLC Date:_____

Print Name and Title:_____

Owner: Same as Applicant Date:_____

Print Name and Title:_____

City of Atwater

By:_____ Date:_____

Print Name and Title:_____

COMMUNITY DEVELOPMENT
EXISTING SITE CONDITIONS
750 Bellevue road

Phone: (209) 357-6342/357-6349 **Fax: (209) 357-6348**

Application: Tentative Parcel Map/Site Plan Design Review

APN: 056-540-004

As Property Owner, I hereby acknowledge grading, land clearing, construction or any action that would alter the existing condition of the project site until approval of the final application is granted by the City of Atwater. I understand that alteration of the project site prior to approval will impact the City of Atwater's ability to review the project and could result in higher prices and require additional mitigation measures/conditions of approval to be applied or result in the denial of the application.

My agent/applicant has been instructed the importance of maintaining the current condition of the project site. The exception to the above-mentioned statement is an approval by the Planning department upon a written request.

_____ _____

Signed Date

CITY OF ATWATER COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
ENVIRONMENTAL INFORMATION FORM

(This form to be completed by Applicant and returned with all Land Use Applications. Please note that additional environmental information may be requested as necessary. Use additional sheets as necessary.)

GENERAL PROJECT INFORMATION (Please type or print legibly in ink)

1. Name, Address, telephone number, and email address of land owner/applicant:
   Apex Investment Group, LLC, 3319 M Street, Merced, CA 95348, 209-201-5839
2. Name, Address, telephone number, and email address of applicant if other than land owner:
   N/A
3. Address/General location and APN of the project:
   7212 Sunset Drive, Atwater, CA 95301, 056-540-004
4. Existing zoning: R-E, Residential Estate
5. Land use designation within the current General Plan: Very Low Density Residential
6. Proposed change in use and project for the proposed application (Please provide an Operational Statement for the proposed project and/or business activity):
   Rezone and General Plan Amendment to R-3-1.5 (High Density Residential) / High Density Residential (HDR).
7. Indicate the type of Permit(s) Application(s) to which this form pertains:
   Rezone, General Plan Amendment, Site Plan Design Review
8. List any other agencies and related permits or approvals that will be required for the project: None anticipated
9. List all adjacent uses to the project/property location:

   North: Developed Institution (High School)

   South: Agricultural/Residential

   East: Vacant/Developed Institution (Church)

   West: Developed Low Density Residential

PROJECT DESCRIPTION (Attached additional Sheets as Necessary)

10. Project Area: +/-1.13 acres Parcel Size: +/-1.13 acres

11. Proposed Structures: (New and Existing) No existing structures
3 proposed multi-family structures; Building 1- 8,140 sf, Building 2- 7,260 sf, Building 3- 7,260 sf.

12. Percentage of lot coverage (before and after any construction generated from the project): Existing 0%, Proposed; Parcel 1- 23.49%, Parcel 2- 22.92%, Parcel 3- 20.02%

13. Number of required off-street parking spaces (including Accessable):
Project total- 38spaces; Parcel 1- 12, Parcel 2- 11, Parcel 3- 15

14. School district(s) that serve the project area:
Atwater Elementary School District, Merced Union High School District

15. Describe the landscaping improvements for the proposed project (please include all compliance with State mandated water conservation requirements):
Landscaping design will be in coformance with City of Atwater Code 8.36, Water Efficient Landscaping and Irrigation, and CalGreen MWELO.

16. If the proposed project is to be a phased development, please described incremental phasing and implementation of improvements. (Use additional sheets if necessary): Phase one will include construction of two driveways and connecting drive aisle and construction of building two, phase two will include construction of building 1, and phase three will construct building three and complete the parking area.

17. If the proposed project will represent a change to any resource of cultural significance as defined in Public Resources Code section 21074 (Tribal Cultural Resource) Please provide a copy of your consultation letter and the name and address of the consulting authority:
None

18. List any and all hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar products used as a part of the day to day operations of the project and all storage methods. (Please note that the use and storage of certain materials will require filing of a Hazardous Materials Business Plan and Spill Prevention Containment and Countermeasure Plan as may be determined. Applicants are encouraged to consult with the Merced County Environmental Health Division and local Fire Department as Administers of said plans.):
None

19. Described the estimated consumption of water, the estimated sewage generation, and the estimated amount of storm water run-off during a 10-year, 24-hour, storm event. Water: 4,750 gpd Gallons per day; Sewage: 3,000 gpd Gallons per day; Storm water: 10,622 cf
20. Provide a description of the proposed water delivery system(s) including any on-site treatment necessary for the proposed project. (Include water use and management in the Operational Statement for the Project.): City of Atwater public water system
21. Provide a description of the proposed sanitary sewer system(s) including any on-site treatment necessary for the proposed project. (Include any capture and waste water treatment needs in the Operational Statement for the Project.): City of Atwater waste water system
22. Provide a "Can-and-will" serve letter for the project for any/all outside agencies or service districts that are anticipated to serve the project including any discharge agreement that may be necessary from the offices of The Merced Irrigation District. (Attach as necessary) N/A
23. Provide any necessary percolation tests as may be necessary as determined by the City Engineer or building division.
24. Please provide the estimated amount of solid waste (garbage, spoils, or animal waste/manure) generated from the project site and methods of disposal:
    6.29lb per day per unit / 157.25lb per day entire project
    Solid waste disposal will be contracted with City of Atwater refuse services.
25. Describe any earthwork (grading) that will be necessary for the project including all work associated with access roads or improvements located on adjacent lands or City owned/managed improvements. (please also list dust control methods and any compliance or permits necessary for the local Air Pollution Control District.): The existing site is flat with sufficient earth to balance the finish graded site. Import of The existing site is flat with sufficient earth to balance the finish graded site. Import of engineered fill for building sites should be expected. BMP's will be implemented with the project to control erosion and dust.
26. Provide the estimated amount of traffic and nominate the roads impacted, which would be a result from the project. Roads impacted:
    Matthew Street, Everett Street, Sunset Drive
    Average Daily Trips: 4.5 per unit / 112.5 entire project

PROJECT DESCRIPTION CONT.

Please indicate below the response that most applies to the described project. Should the answer indicated differ from the information provided in the General Project Information shown above or from information already obtained from the offices of the City of Atwater, the applicant(s) will be required to provide evidence or documentation to support the answers shown. (Please attach additional sheets as may be necessary)

	Yes	Maybe	No
27. Change to existing features of any vegetation, lakes, streams, rivers, hills, or substantial alteration of ground contours.			X
28. Any change in quantity, direction of flow of groundwater.			X
29. Change in quality or alteration of drainage patterns to any lake, stream, Natural or man-made water body.			X
30. Change in absorption rates, drainage patterns, or the rate or amount of surface runoff. Conversion of existing permeable area into impervious surfaces. Stormwater from impervious areas will be collected in storm drain pipe network and conveyed to bioretention areas for infiltration.	X		
31. Discharge into any surface water, or any alteration of surface water quality, i.e., temperature, dissolved oxygen, turbidity, etc.			X
32. Change in amount of surface water in any water body. Stormwater not infiltrated onsite will be discharged to existing strom drainage system in Everett Street and be conveyed to existing City storm drainage basin.		X	
33. Change in scenic views of vistas from existing residential areas, public lands or roads.			X
34. Change in pattern, scale or character of the general area of the project.			X
35. Will the project affect existing housing or create a demand for additional housing.			X
36. Will the project result in a substantial alteration of the present or planned land use of the area. The project requests a change in zoning and land use from very low density residential to high density residential	X		
37. Will significant amounts of solid waste (garbage, spoils, manure) or litter be generated as a result of the project.			X

PROJECT DESCRIPTION CONT.

	Yes	Maybe	No
38. Will substantial air emissions or deterioration of ambient air quality be a result of the project.			X
39. Will there be a change in dust, ash, smoke, fumes, or odors in the vicinity.			X
40. Creation of objectionable odors.			X
41. Change in existing noise or vibration levels in the vicinity, or exposure of people to major noise sources.			X
42. Will the project produce new light or glare. The project will introduce new light sources from site lighting. Lighting will meet the requirements of CalGreen and minimize light glare and trespass.		X	
43. Site on filled land or on a slope of 10 percent or more.			X
44. Substantial disruptions, displacements, compaction or over covering of soil.			X
45. Any uses of disposable or potential hazardous materials, toxic substances, flammables or explosives.			X
46. Substantial change in demand for municipal services such as police, fire, water, waste water treatment, City maintenance, etc.			X
47. Substantial increase in demand on fossil fuel consumption.			X
48. Relationship to larger project(s) or planning areas.			X
49. Impacts to plant or animal species or any species as may be State or Federally listed as a sensitive or endangered species.			X
50. Impacts to areas designated for use by agriculture.			X

PROJECT DESCRIPTION CONT.

GENERAL ENVIRONMENTAL SETTING: Please provide a brief description of any special environmental conditions present on the project site and include photographs depicting the site and the surrounding area:

The existing project site was developed as a part of a previous project with all streets and underground utilities installed. Topography is flat in the adjacent area ans well as the project site. The property is regularly cleared by mowing and/or disc for fire protection.

CERTIFICATION

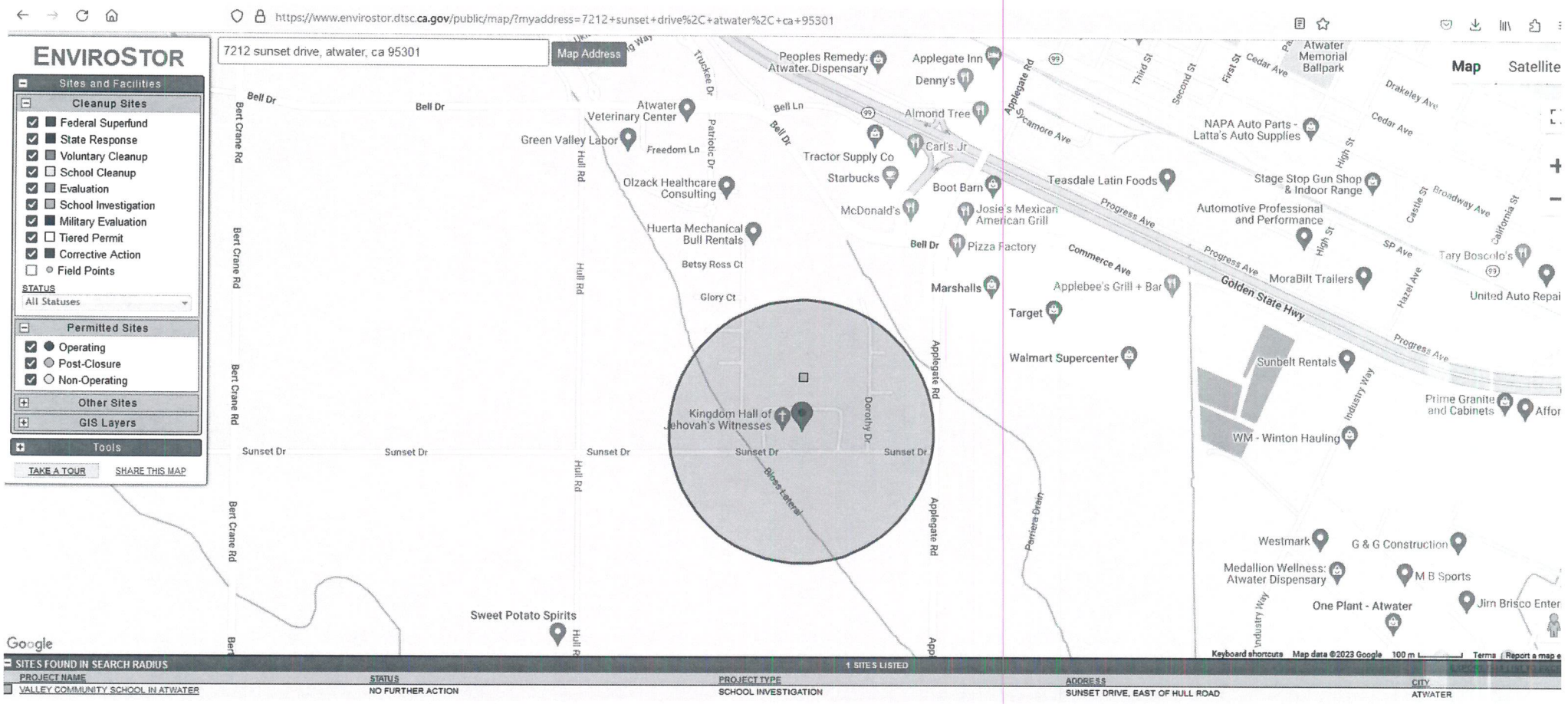
I hereby certify that I/We are the legal owners of the property and project shown and described herein and that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Dated: 10/9/2023

(Original signature required)

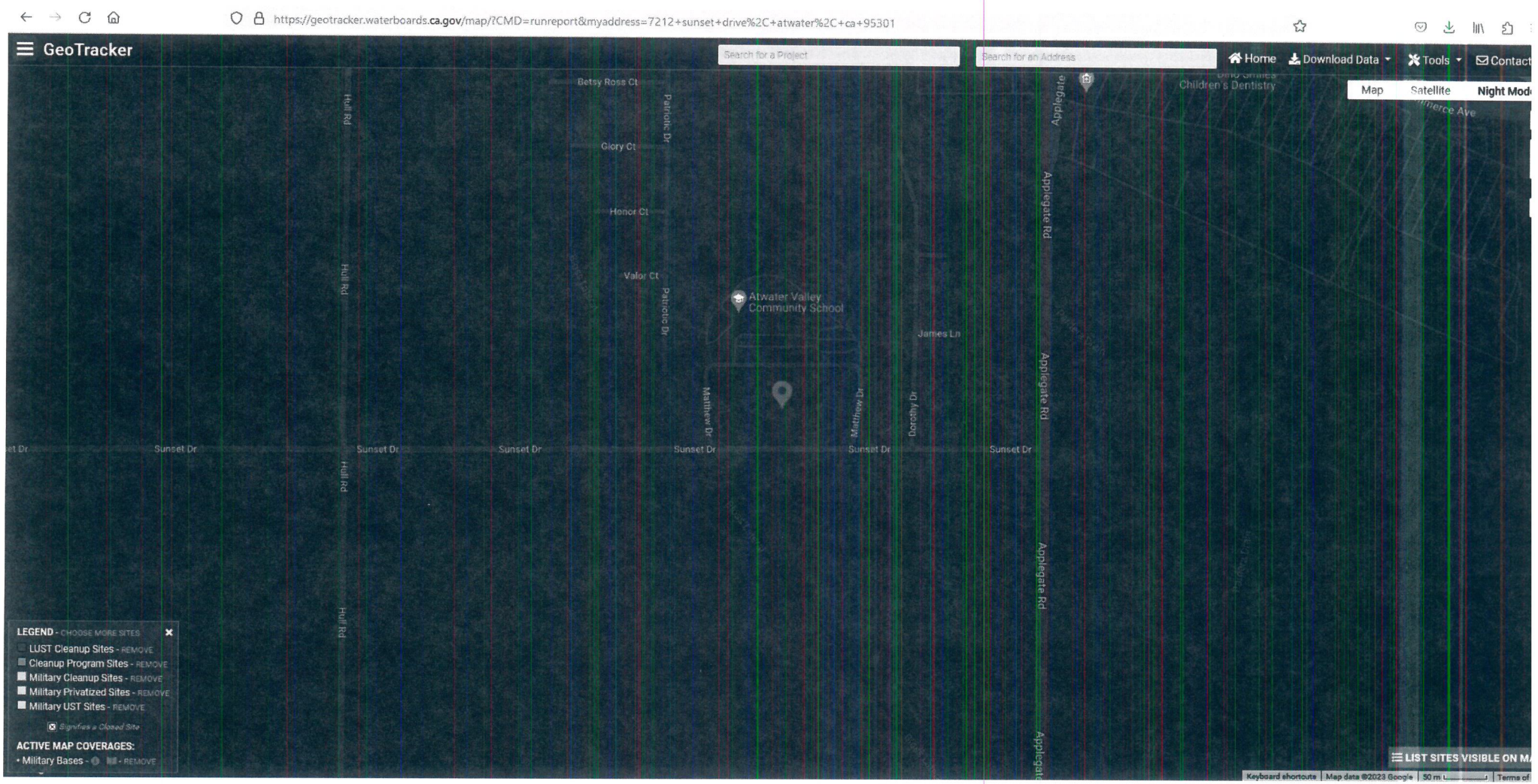
LIST OF ATTACHMENTS

1. (
2. (
3. (
4. (
5. (
6. (
7. (
8. (
9. (
10. (



SITES FOUND IN SEARCH RADIUS — 1 SITES LISTED

PROJECT NAME	STATUS	PROJECT TYPE	ADDRESS	CITY
VALLEY COMMUNITY SCHOOL IN ATWATER	NO FURTHER ACTION	SCHOOL INVESTIGATION	SUNSET DRIVE, EAST OF HULL ROAD	ATWATER


https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=7212+sunset+drive%2C+atwater%2C+ca+95301
GeoTracker
Search for a Project
Search for an Address
Home
Download Data
Tools
Contact
Map
Satellite
Night Mode
Betsy Ross Ct
Glory Ct
Honor Ct
Valor Ct
Patriotic Dr
Hull Rd
Atwater Valley Community School
Children's Dentistry
Applegate
Applegate Rd
James Ln
Matthew Dr
Dorothy Dr
Sunset Dr
LEGEND - CHOOSE MORE SITES
LUST Cleanup Sites - REMOVE
Cleanup Program Sites - REMOVE
Military Cleanup Sites - REMOVE
Military Privatized Sites - REMOVE
Military UST Sites - REMOVE
Signifies a Closed Site
ACTIVE MAP COVERAGES:
• Military Bases - REMOVE
LIST SITES VISIBLE ON MA
Keyboard shortcuts
Map data ©2023 Google
Terms of

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Kayla Rashad, Administrative Assistant
SUBJECT: **Waiving the first reading, by title only, and introducing an Ordinance approving Zone Change No. 23-19-0100 to change the zoning designation from Residential Estate (R-E) to High Density Residential (R-3) for the property located at the Northwest Corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004)** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony given; and

Close the public hearing; and

Motion to waive the first reading, by title only, and introduce Ordinance No. CS 1068 approving Zone Change No. 23-19-0100 to change the zoning designation from Residential Estate (R-E) to High Density Residential (R-3) for the property located at the Northwest Corner of Sunset Drive and Everett Street, Atwater (APN 056-540-004).

I. BACKGROUND/ANALYSIS:

1. BACKGROUND:

The project site was annexed in 2009 with a pre-zone of Residential Estate (R-E), Single-Family Residential. At that time, the purpose of the annexation was to provide land for the construction of a school that would accommodate 459 children from grades 9-12 and a church.

On May 29, 2009, the City of Atwater adopted the Residential Estate (R-E) pre-zoning district for the annexation area. The pre-zoning designation corresponded to the Atwater General Plan map designation of Very Low Density Residential.

The site was originally included in the Atwater Sphere of Influence in 1984. LAFCo had approved an out of boundary service annexation on December 11, 2008, in order to provide water and sewer services to the proposed school site.

In 2009, the City of Atwater processed a vesting tentative parcel map to divide the ten-acre school site from the six-acre church site along with a conditional use permit to allow for the construction of a church within the Residential Estate (R-E) zone district.

The current proposal includes a Zone Change from Residential Estate (R-E) to High Density Residential (R-3). If approved, this entitlement would allow for the development of a two story, 25-unit apartment complex including 38 parking stalls, two bio retention areas for storm water, sidewalks, trash enclosures and the necessary landscaping and lighting required for such a development.

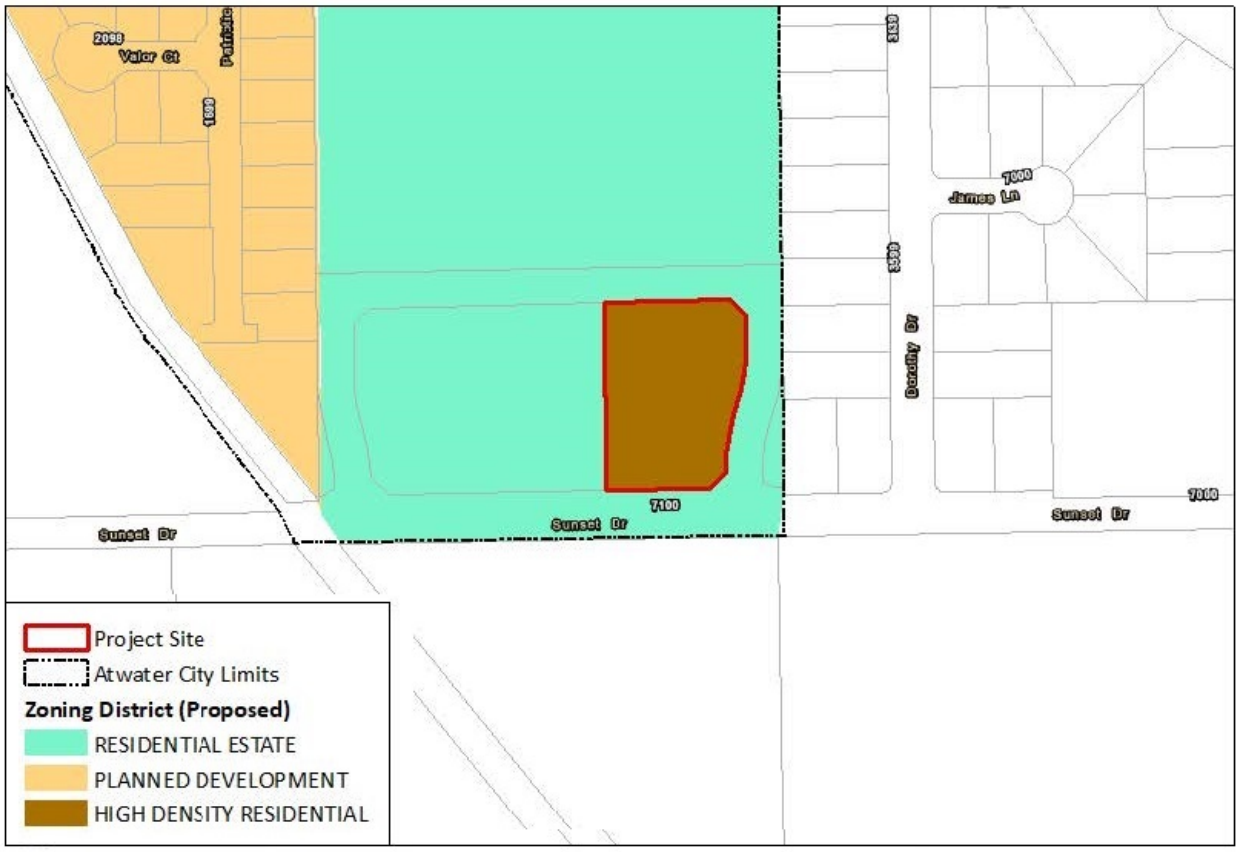
1. **ANALYSIS:**

Site Location and Description:
The project site is located on the northwest corner of Sunset Drive and Everett Street. It is approximately 0.50 miles south of SR 99 and immediately adjacent to the Atwater Valley Community School to the north. The project site is currently shown as the following Assessor's Parcel Numbers (APN): 056-540-004.

The site consists of two (2) parcels and is currently zoned as Residential Estate (R-E) with a General Plan land use designation of Very Low Density Residential (VLDR). The entire project site is presently undeveloped and does not include any structures. The primary access to the proposed development will be off Everett Street, with a secondary access point proposed for Matthew Drive along the north side of the development.

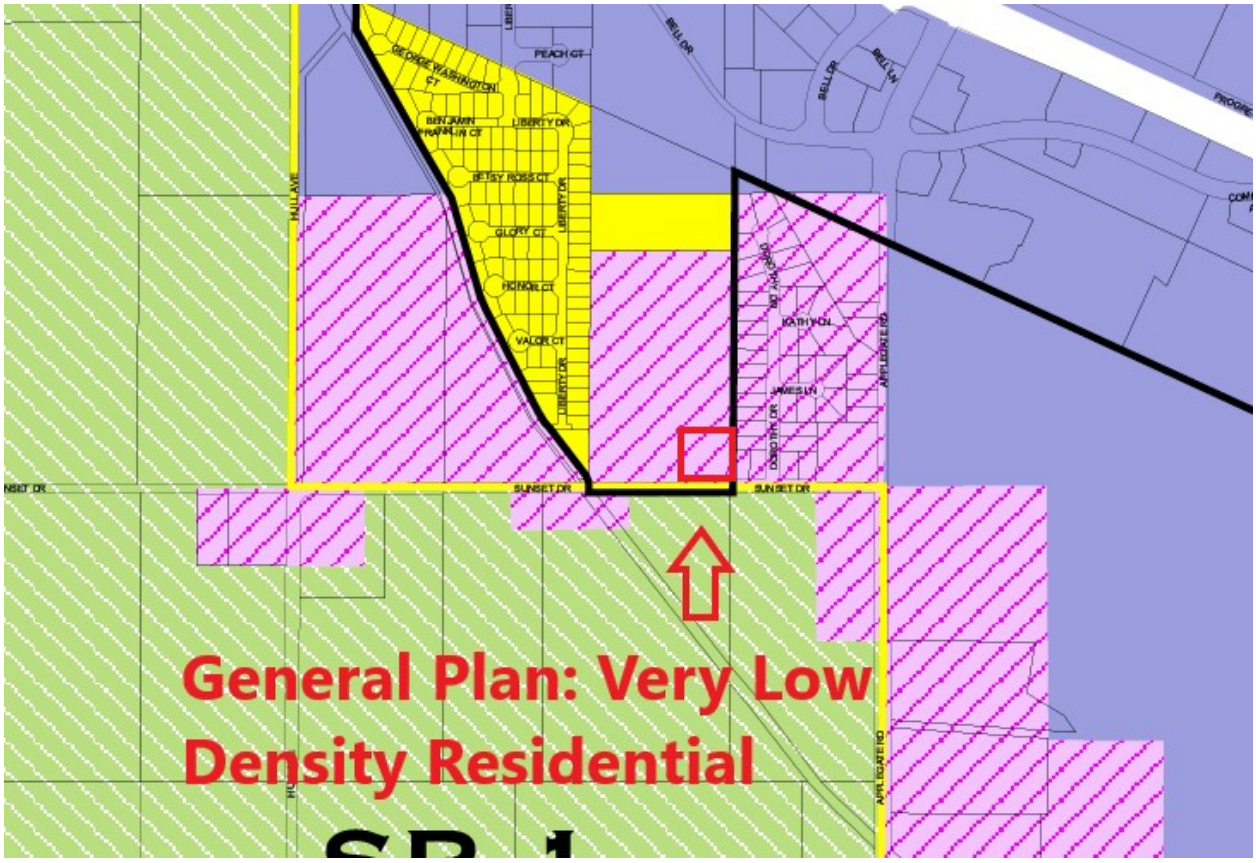
Zoning Consistency:

The project requires a Zone Change that would re-designate the project site from Residential Estate (R-E) to High Density Residential. This amendment would be consistent with assisting local and systematic population growth, ensure compatibility with surrounding uses and provide consistency with the goals and policies of the General Plan.



General Plan Consistency:

The General Plan land use designation is Very Low Density Residential (VLDR) for the site. The uses listed for this designation include single family residences and residential accessory uses, churches, schools, parks, community care facilities, and necessary public utility and safety facilities. The applicant is proposing an amendment to the General Plan to allow High Density Residential which allows for multi-family units such as apartments, and/or condominiums up to four stories in height, Public Facilities and Community Infrastructure.



Housing Element Consistency:

The project is determined to be in conformance with the City's Housing Element Update which was adopted as part of the City's General Plan in May of 2017; supplemented and certified by the State in 2019. This element sets goals and priorities of community housing needs based on the Regional Housing Needs Assessment (RHNA). Goal H-1 states to provide suitable and adequate sites for residential development. This site is suitable for this use and has been previously designated for residential uses. The project is to be developed into a multi-family residential development.

Furthermore, Program H-1. a. relates to the vacant and non-vacant underutilized and site inventory program. This program did not identify the project site as "Vacant or Underutilized" but the project now being proposed would rezone the site to a high-density multi-family residential district that could contribute to future RHNA numbers for the City of Atwater.

Goal H-2 of the City's Housing Element states to accommodate a range of housing options by type, size, and other options. The project proposes to include multi-family residential lots and, through a General Plan Amendment, a multifamily development. Allowing the amendment to a higher density will increase local housing options.

Surrounding Uses:

The existing land uses to the east and west are single-family residential. To the immediate south of the location is currently under agricultural operation with residential uses. The existing land use to the north is the Atwater Valley Community School. The proposed use of multifamily residential would be compatible with the uses described within the surrounding areas.

Conclusion:

Since the use conforms to the requirements and the intent of the Municipal Code, the Atwater General Plan and other provisions, as set forth above, that any additional conditions stipulated by the Planning Division as deemed necessary in the public interest will be met (as set forth in the resolution), and that such use will not, under any circumstances of the particular case in this particular location, constitute a nuisance or be detrimental to the public welfare of the community.

II. FISCAL IMPACTS:

This item would not have any significant negative fiscal impacts. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

Atwater Municipal Code 17.24 establishes the high-density residential requirements for the R-3-1.5 designation allowing single-family dwellings, duplexes, and multi-family structures.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing.

VIII. ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for this project under section 15073 and its findings were made public and available for a 30-day public comment period beginning on May 8, 2024. The public comment period closed on June 7, 2024. The City's intent to adopt an Initial Study and Mitigated Negative Declaration were made known under section 15070.

Furthermore, no new change in the surrounding area has occurred that would contribute to findings that would be considered significant or represent a major change to the physical environment.

IX. STEPS FOLLOWING APPROVAL:

The second reading and adoption of this ordinance will be scheduled for the next regular City Council meeting.

Submitted and Approved by:

Chris Hoem, City Manager

Attachments:

1. ZOTA Sunset
2. RSO PC 0238-23 Resolution Signed
3. Signed Application
4. Public Review Draft ISMND_7212 Sunset Drive Apartments

CITY COUNCIL
OF THE
CITY OF ATWATER

ORDINANCE NO. CS XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING ZONE CHANGE NO. 23-19-0100 CHANGING THE ZONING DESIGNATION FROM RESIDENTIAL ESTATE (R-E) TO HIGH DENSITY RESIDENTIAL (R-3) FOR THE PROPERTY LOCATED AT APN: 056-540-004

WHEREAS, at a duly noticed public hearing held on July 17, 2024, the Planning Commission of the City of Atwater recommended the City Council approve Zone Change No. 23-19-0100 to change the zoning designation from Residential Estate (R-E) to High Density Residential (R-3) for the property located at APN: 056-540-004; and,

WHEREAS, the Planning Commission of the City of Atwater made the recommendation to the City Council to amend the zoning for this project; and,

WHEREAS, the proposed Zone Change No. 23-19-0100 would not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and

WHEREAS, the environmental assessment under the provisions of the California Environmental Quality Act (CEQA) for this project resulted in the filing of a Notice of Intent to adopt an Initial Study and Mitigated Negative Declaration (IS/MND) with mitigated measures being incorporated into the project; and,

WHEREAS, __ person(s) spoke in favor of the Zone Change, __ person(s) spoke in opposition of the Zone Change, and __ written comment(s) have been submitted either in opposition or in favor of the Zone Change; and,

WHEREAS, the City Council finds that the following findings can be made for Zone Change No. 23-19-0100 in support of the Project:

1. The proposed zone change from Residential Estate to High Density Residential is consistent with the amendment to the City's General Plan and will allow for development of this and future uses which are attractively designed and consist of a mix of commercial uses.

2. The project underwent CEQA review, and an IS/MND were prepared to adequately identify and address any environmental impacts associated with the Project.

3. The public hearing for this Project has been adequately noticed and advertised.

4. Adoption of the ordinance will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Atwater as follows:

SECTION 1. **Recitals**. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. **CEQA**. Zone Change No. 23-19-0100 for the project is compliant with CEQA.

SECTION 3. **Publication**; **Effective Date**. Within 15 days from and after adoption, this Ordinance, or a summary thereof, shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced 30 days after its adoption.

SECTION 4. **Severability**. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance be enforced.

SECTION 5. **Record of Proceedings**. The custodian of records for this Ordinance is City Clerk and the records compromising the administrative record for this Ordinance are located at 1160 Fifth Street, Atwater, CA 95301.

SECTION 6. Zone Change. The City Council of the City of Atwater does hereby amend the zoning map of the City and approves Zone Change No. 23-19-0100 to reflect APN: 056-540-004 High Density Residential (R-3) subject to the development standards as adopted for this district and further pursuant to provisions of said code section referenced above do serve notice of the following conditions to any prospective property owner of the limitations of this entitlement as follows:

INTRODUCED:
ADOPTED:
AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY BILLINGS, CITY CLERK

PLANNING COMMISSION OF THE CITY OF ATWATER

RESOLUTION NO. PC 0238-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND) IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE PROJECT; AND APPROVE A TENTATIVE PARCEL MAP, GENERAL PLAN AMENDMENT, ZONE CHANGE, VARIANCE AND SITE PLAN LOCATED ON THE NORTHWEST CORNER OF SUNSET DRIVE AND MATTHEW DRIVE, ATWATER (APN 056-540-004).

WHEREAS, the Planning Commission of the City of Atwater reviewed Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500, requesting development of a 25-unit multi-family residential development that consists of three (3) residential buildings, 38 parking stalls, two (2) bioretention areas, and associated improvements. The apartment buildings are 8,140 sf., 7,260 sf., and 7,260 sf., with 9 units, 8 units, and 8 units; and,

WHEREAS, said application was reviewed by the Planning Commission of the City of Atwater on July 17, 2024; and,

WHEREAS, the environmental assessment under the provisions of the California Environmental Quality Act (CEQA) for this project resulted in the filing of a Notice of Intent to adopt a Mitigated Negative Declaration with mitigated measures being incorporated into the project; and,

WHEREAS, no person spoke in favor of the project, no person spoke in opposition of the project, and no written comment(s) have been submitted either in opposition or in favor of the project; and,

WHEREAS, the site can accommodate the proposed use and not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and,

WHEREAS, the Planning Commission finds that the following findings can be made for Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500:

1. That this application proposes to construct a multi-family residential development.
2. That the site is located in a Residential Estate (R-E) Zone District and is consistent with the purpose and intent of said district.
3. That this site is designated by the Atwater General Plan as Very Low Density Residential.
4. That the project has prepared an Initial Study and Mitigated Negative Declaration submitted to the State Clearinghouse for thirty (30) day public review as required under Section 15073.
5. That the public hearing for this application has been adequately noticed and advertised.
6. That the project, with the conditions herein, would not have a detrimental effect on the healthy, safety, and welfare of the neighborhood or have any adverse effects on the community.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Atwater does hereby recommend the City Council adopt an Initial Study and Mitigated Negative Declaration; and approve Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500 subject to the following conditions:

ENGINEERING

1) Any right of way or easement acquisitions necessary to implement any portion of this map, and/or site development plan, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

2) Notwithstanding any grading/elevations that are shown on the tentative map, or the provisions of the City of Atwater Municipal Code, approval of this tentative map does not authorize the issuance of any grading permits.

3) The developer shall provide and show on the final map and all necessary easements for access, streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation facilities and other facilities as requested by the City. Utility easements shall be a minimum of a clear fifteen feet (15') for one utility and a clear twenty feet (20') for two or more utilities or as specified by basic engineering design guidelines. Easements shall not be split between property lines unless determined otherwise by the City Engineer. The easement widths identified are minimums and in certain circumstances, additional easement widths may be required as determined by the City Engineer.

4) The subdivider shall submit plans and specifications for improvements of all public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage facilities to the Community Development Department for approval by the City Engineer.

5) The final map and all related documents shall comply with all regulations and requirements of the Atwater Municipal Code.

6) The developer shall pay all applicable processing fees, permit fees, City development fees, fire fees, school fees, drainage fees and other public entity fees in effect at the time of the issuance of the applicable permit.

7) The subdivider shall submit a building permit which shall include grading plans, a permit application, and plan check and inspection fees and deposits to the Community Development Department. Grading plans shall be approved prior to or concurrently with the approval of the Improvement Plans.

8) Final parcel maps shall be in substantial conformance to the approved tentative parcel map and must be submitted, in English units, to the City Engineering Division for review and approval. Maps shall be prepared, wet signed and sealed by a civil engineer or land surveyor registered in the State of California and licensed to prepare final maps.

9) All subsequent maps shall plot dedication and/or the relinquishment of all affected utility easements.

10) If applicable, all beneficiaries of record are to sign a consent statement to record with the Final Map.

11) The CC&R's (Covenants, Conditions and Restrictions) for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.

12) Matthew Street and Everett Street shall be improved to have 60' right-of-way and Sunset Drive shall have 80' of Right-of-way, as stated in the City of Atwater Municipal Code, Title 16.12.030-050.

13) CC&Rs for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, parking facilities, utilities, landscaping, and irrigation as determined necessary by the City Engineer.

14) The developer shall comply with Government Code Section 66436(a)(3) before approval of each final map and shall provide "no objection" letters from the public entity or utility to the satisfaction of the City Engineer.

15) The Final Map shall include the entire area shown on the Tentative Map and shall not be filed as units or groups of units.

16) The Developer shall provide joint trenching for telephone, gas, electric, and cable TV service for every parcel in a combined utility plan submitted with the Building Permit.

17) All existing overhead utilities on-site shall be undergrounded.

18) Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.

19) All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the City of Atwater Improvement Plans and Specifications (to be supplemented by the Current Caltrans Standard Plans and Specifications when necessary), all applicable federal, state, and local ordinances, standards, and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.

20) All public improvements proposed by the developer or required through these conditions of approval shall be completed and accepted by the City in compliance with the time schedule set forth in the conditions of approval; if no time schedule is provided, then no later than recordation of the parcel map. The developer may apply to the City for a Subdivision Improvement Agreement or Deferred Improvement Agreement in order to postpone completion of the public improvements. In any event, the City shall require the developer to guarantee the performance of the improvements and payment of labor and materials by furnishing security in a form acceptable to the City. Any such agreement shall include the required improvements to be constructed along the project boundaries, including,

but not limited to, curb, gutter, sidewalk, street paving, street lighting, storm drain, water, sewer, and landscaping. These improvements shall be at the developer's expense and constructed when deemed necessary by the City.

21) In addition to otherwise applicable development fees, if the subject property is located within an existing or a proposed Benefit District, the developer shall pay the Benefit District fee as set forth in the Engineer's Report for the applicable Benefit District. Fees shall be charged and paid at the time of building permit issuance. The fee may be adjusted over time by an amount equal to the annual rate of inflation set forth in the Engineering News Record Construction Cost Index.

22) It is the responsibility of the applicant or developer to check with each agency for requirements that may pertain to their project.

23) The applicant shall negotiate school mitigation with the appropriate School District before issuance of building permit. Applicant shall present evidence of School District compliance to the City of Atwater.

24) The project shall annex into a Community Facilities District for the on-going Public Services operations including Fire and Police services.

25) The project shall annex into a Lighting and Landscaping District for the on-going maintenance of project lighting, open space areas and any proposed common landscape areas such as parks, landscape medians and parkway strips.

26) An encroachment permit shall be required for any construction to be done in the public right of way, in easements, or on lands to be dedicated to the City of Atwater upon completion of the improvements. The encroachment permit shall be obtained prior to the start of said work. The permit fees shall be determined per the current adopted Miscellaneous Fee Schedule.

27) Where the finished grade of the property is in excess of twelve inches (12") higher or lower than the abutting property or adjacent lots, a retaining wall or other suitable solution acceptable to the City Engineer shall be required, and any fence or wall shall be measured from the top of grade on the higher side of the retaining wall or slope. Retaining walls shall be shown on grading plans, shall be structurally engineered if over four (4) feet in height (from base of foundation to top of wall), including surcharge, and will require a separate building permit.

28) The developer shall coordinate all grading and improvements with adjacent property owners to the satisfaction of the City if required due to an encroachment.

Any grading or drainage onto adjacent properties shall require written approval of those property owners affected, with said approval provided to the City Engineer.

29) Any existing damage or damage incurred during construction to the roadway, curb, gutter and/or sidewalk shall be repaired and/or replaced to the approval of the City Engineer.

30) For the proposed on-site improvements and off-site improvements, the developer shall cause Improvement Plans to be prepared. The plans shall be prepared by a Licensed Civil Engineer or under his/her direction. The plans shall be prepared on 24" X 36" plan sheets and to a reasonable scale. The plans shall be in a format to be approved by the City Engineer and shall show all of the proposed grading and on-site and off-site improvements for the proposed development. The title of the plan shall be shown at the top of Sheet No. 1. Sheets shall be numbered in consecutive order. An index showing the sheets contained within and as a part of the Site Improvement Plan shall be shown on Sheet 1.

31) Prior to final acceptance, the developer shall provide the City with copies of the "as-built" site and off-site improvements on 4 mil minimum translucent mylar and provide the construction and infrastructure drawings in an AutoCAD compatible format. The mylar set shall include all construction changes.

32) The developer shall install a reduced pressure principle backflow device for potable water and an approved backflow device for irrigation water. Each Parcel shall be served by an individual water connection, each connection shall utilize a water manifold to serve individual water service meters. Each unit shall be served by an individual water service. Individual water services provided shall be provided for potable and landscape purposes, of adequate size for the development. All services shall be metered, a Sensus "Flex-Net" radio read meter shall be used.

33) The developer to provide water demand analysis report and calculations for the proposed development and defined on a per lot basis; shall include potable, irrigation and fire demand flows.

34) All water trenches or excavations shall be excavated, backfilled, and compacted in accordance with applicable City Standards and conditions for paving included within this resolution.

35) The applicant shall abandon and remove from the site any existing irrigation lines and other structures found. Lines shall be plugged at the property line with concrete.

36) Any water wells found during construction shall be destroyed and/or demolished in accordance with approved City Standards, requirements, and/or permits.

37) Site must have onsite detention of storm water. When developed, storm water from this project will discharge to the Parreira Drain, a facility identified within the Merced Irrigation District Improvement District No. 1 (MIDDID No. 1). The property owner will be required to enter into a "Storm Drainage Agreement with the MIDDID No. 1, paying an annual maintenance fee and any connection fees as established by the MIDDID No. 1 Board of Directors and as collected by MIDDID No. 1 and on the Merced County Tax Rolls. Existing flows and flows from proposed development are to be part of the storm drainage calculations for the development to be submitted to the City Engineer.

38) Any portion of the drainage system that conveys runoff from public streets shall be installed within a dedicated drainage easement or public street.

39) Hydrology and hydraulic calculations for determining the storm system design, with water surface profile and adequate field survey cross section data, shall be provided satisfactory to the City Engineer, or verification shall be provided that such calculations are not needed. Applicant shall be required to detain the 100 year 24 hr storm event.

40) The subdivider shall provide for a drainage system capable of handling and disposing of all surface water originating within the subdivision and all surface water that may flow onto the subdivision from adjacent lands. Said drainage system shall include any easements and structures required by the City Engineer to properly handle the drainage, and shall be designed so as to prevent ponding of surface water that would create a public health hazard or nuisance.

41) The developer shall comply with Chapter 13.22 of the Atwater Municipal Code "Storm Water Management and Discharge Control" and with the City of Atwater Post Construction Standards Plan.

42) The developer shall process a Post-Construction Stormwater BMP Operation and Maintenance Plan for review and approval to the satisfaction of the City Engineer. Applicant shall comply with the provisions of the City of Atwater Post-Construction Standards Plan.

43) The Owner shall execute any agreements identified in the Post-Construction Standards Plan that pertain to the transfer of ownership and/or long-term maintenance of stormwater treatment or hydrograph modification BMPs to the satisfaction of the City Engineer and the Director of the Community Development

Department.

44) Developer shall ensure finished pad elevations are at a minimum one foot above the 100-year (1% chance) base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for Merced County, California. The developer shall be responsible for all necessary activities, applications, documentation and costs to amend floodplain maps for their development [Letter of Map Amendment Revision (LOMAR)], and for obtaining a Floodplain Permit from the Community Development Director for all projects on parcels identified in a Zone "A" on the FEMA Flood Insurance Rate Maps for the City of Atwater. Application for LOMAR shall be prepared and submitted by the developer prior to grading permit issuance or final map approval, whichever occurs first.

45) Detailed plans reflecting the design and construction of all public infrastructure improvements for street, sewer, water, and storm drain, both on- and off-site, shall be in conformance with the adopted Infrastructure Master Plans and as directed by the City Engineer. Developer shall have written approval from the City Engineer for any variations from the City's Master Plans prior to any final map or plan approval.

46) Ensure that the site allows for the maneuverability of fire trucks refuse vehicles, and any emergency service vehicles around the entirety of the site. Proper site furnishings shall be installed to maintain proper clearance for emergency vehicular turnaround where designated on plan.

47) All travel lanes on the site plan shall be dimensioned to ensure proper clearance width is met (see appendix D of 2022 California Fire Code).

48) Fire hydrants must be provided in compliance with Fire Department specifications. A 10-foot PUE is typically required and the fire hydrant may be located in that easement if it cannot be located within the right of way. Waivers of street improvements do not waive fire hydrant requirements.

49) The project shall annex into a Community Facilities District for the on-going Public Services operations including Fire and Police services.

50) Where required, automatic fire sprinkler systems shall be designated and installed in compliance with NFPA (National Fire Protection Association) standards. Fire Department Connections (FDC's) shall be located within 50 feet of a fire hydrant.

51) If required, fire hydrants shall be installed along property frontages and on-site in accordance with City of Atwater specifications. Fire hydrants shall be placed on-site in accordance with the City of Atwater Fire Department requirements; on-site placement of fire hydrants shall be reviewed and approved by the Fire Chief. All fire hydrants shall have a minimum flow of 1,500 gallons per minute. Water lines and services shall be installed in accordance with City of Atwater City Standards and specifications. Fire protection lines shall be separate from domestic service lines and shall utilize detector check meter installations.

52) The grade of the fire apparatus access road shall be within the limits established by the code official based on fire apparatus. (Shall not exceed 10 percent.)

53) Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (75,000 pounds) and shall be surfaced so as to provide all-weather driving capabilities.

54) Where applicable, NO PARKING – FIRE LANE signage and/or marking(s) shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.

55) Each parcel shall be served by an individual sanitary sewer lateral.

56) The developer is to provide sewer loading calculations and report for the development.

57) Any septic systems found during construction shall be destroyed in accordance with approved Merced County Environmental Health requirements.

58) The developer shall properly abandon or relocate all utilities as necessary or required.

59) The developer shall comply with the requirements of all public utility companies.

60) All underground utilities shall be installed in conformance with existing City policy including without limitation the City of Atwater Subdivision and Zoning Ordinances.

61) The installation (if required) of all gas, electric, sewer, and water lines and any other below-surface utilities is to take place before the installation of any concrete curbs, gutter, sidewalks, and the surfacing of streets.

62) The developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.

63) Applicant shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD).

64) The project shall be in compliance with the most recent Americans with Disabilities Act (ADA) regulations.

65) Sight distance requirements at all street intersections shall conform to City Standards.

66) The applicant shall submit a geotechnical report together with improvement plans to the City Engineer for review and approval. The report shall include the information and be in the form as required by the City Engineer and all applicable codes.

67) Developer shall submit three (s) sets of landscaping and irrigation plans to be reviewed and approved by the City of Atwater Public Works Division. Said plans shall be prepared by a landscape architect licensed in the State of California. All landscaped areas shall be equipped with seven-day automatic irrigation systems with battery back-up. All landscaping shall always be maintained and said maintenance shall be the responsibility of the developer. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Community Development Director prior to Certificate of Occupancy.

68) The developer shall plant shade trees along street frontage in accordance with the 2017 urban forest tree master plan. All landscaping areas shall be equipped with seven-day automatic irrigation systems with battery back-up.

69) All slope banks in excess of two (2) feet in vertical height shall be landscaped and irrigated for erosion control and to soften their appearance as follows:

    one 15-gallon or larger size tree per each 150 sq. ft. of slope area, one 1- gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover 12-24 inches on-center. In addition, slope banks in excess of five (5) feet in vertical height also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to occupancy.

70) All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to ensure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when

missing to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

71) Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans.

72) Prior to approval of the final map the developer shall form or annex into a street lighting and landscape maintenance district, or some alternative financing mechanism acceptable to the City, for maintenance of all streetlights and landscaping within or adjacent to the site.

73) The subdivider shall construct, or agree to construct, the public improvements and private road improvements shown on the improvement plans as approved by the City Engineer.

74) The subdivider shall construct, to the satisfaction of the Director of the Department of Public Works, a public street lighting system that complies with the following conditions:

   a. All fixtures shall use an LED light source.

   b. All light standards, heads, and spacing shall be per City Standards. Proposed lights of an ornamental nature shall not to exceed 16 feet in height designed to the satisfaction of the Community Development Director and shall be spaced and located to the satisfaction of the City Engineer.

   c. Deposit with the City of Atwater, through the Department of Public Works, a cash deposit sufficient to:

      i. Energize, maintain, and operate the street lighting system until tax revenues begin accruing from the subdivision for those purposes.

      ii. Pay the cost to process lighting district administration of this project. After recording of the Final Map, the subdivision shall be transferred without notice or hearing, to a City designated lighting district to operate and maintain the system.

75) Prior to the recordation of a subdivision map or prior to the issuance of any grading permit, whichever comes first, and if determined necessary by the City Engineer, the applicant shall record a letter of consent from the affected property owners permitting off-site grading, cross lot drainage, drainage diversions and/or unnatural concentrations. The applicant shall obtain approval of the form of the

letter of consent from the City of Atwater before recordation of the letter.

76) The Final Map shall show the dedication of all on-site easements including: drainage easements, on-site lighting, landscaping, trash enclosures, and access thereto, and show monumentation for such easements, as required by the City Engineer and/or Public Works Director, or verify that no easements are required. The Final Map shall include the entire area shown on the Tentative Map and shall not be filed as units or groups of units.

77) Upon notification by the City of Atwater that a final map is approved for recordation, the applicant shall pay all costs associated with the transport of the map by city personnel to the Merced County Recorder's Office.

78) The subdivider shall accomplish the following prior to approval of the Final Map by the City Council:

a. Provide the Department of Public Works with letters or forms approved by the Community Development Director stating that the applicable agency or agencies have provided commitment to the site for such public facilities that are required for the subdivision (including, but not necessarily limited to, water and sewer services).

b. Provide the City with a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: (a) they have received from the developer a copy of the proposed map; (b) they object or do not object to the filing of the map without their signature; (c) in case of a street dedication affected by their existing easement, they will sign a 'subordination certificate" or "joint- use certificate" on the map when required by the governing body. In addition, the subdivider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the Tentative Map.

c. Grant to the appropriate agency, by recorded document, all required off-site easements and all on-site water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.

d. Provide the Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated at the time of recordation of the Final Map.

e. If the subdivider does not have the real property rights necessary for public access or the construction of required improvements, he/she shall request the Planning Commission to direct City staff to begin eminent domain proceedings for acquisition of said property rights in accordance with all applicable City policies. The developer shall agree to pay City the full costs of eminent domain proceedings, including all easement costs. The developer shall also agree to construct required improvements within said easement.

f. Pay off all existing deficit accounts associated with processing this application to the satisfaction of the City.

79) The developer shall coordinate with the postmaster regarding installation of collective box units for the subdivision.

PUBLIC WORKS

80) The applicant to have one connection to city water main for each domestic tie in for each APN. Afterwards, the applicant can branch off to separate lines (after the sidewalk but still within the city easement) with individual meters.

81) Each parcel shall have a separate irrigation line

FIRE

82) Plans shall include automatic fire sprinkler layout, fire department access roads and location of all hydrants and fire department connections (FDC).

83) Fire prevention systems such as automatic fire sprinklers and fire alarm systems must be in accordance with CFC 2022 Section 903 and Atwater Municipal Code 8.40.010

84) The Fire department connections (FDC) will be within 40 feet of a fire hydrant.

85) Fire Apparatus access roads shall be in accordance with Appendix D of the 2022 CFC.

86) Required number and spacing of fire hydrants must comply with Table C102.1 of Appendix C of the 2022 CFC.

87) Class A-B-C Extinguishers will be provided for each story of each building or inside each unit.

PLANNING

88) The developer shall comply with the Residential Design Guidelines. Minor changes to the architectural style or square footage shall be reviewed and approved by the Community Development Director.

89) All on-site graffiti shall be the responsibility of the property owner. All graffiti shall be abated in accordance with City Graffiti Ordinances.

90) Project shall comply with the most current California Code of Regulations Title 24, parts 1 through 12, the most current Health and Safety Codes and the most current Fire and Life Safety Codes, all along with the California State Amendments.

91) The applicant shall comply with all conditions of the Merced County Division of Environmental Health, including the handling of all potentially hazardous material.

92) Upon any violation of sign ordinance section 17.69 of the Atwater Municipal Code (AMC), the applicant will be cited and subject to fine.

93) The Planning Commission shall retain the right to reconsider Zone Change No. 23-19-0100, General Plan Amendment No. 23-19-0200, Tentative Parcel Map No. 23-19-0300, Variance No. 23-19-0400 and Site Plan No. 23-19-0500 at any time.

94) Site Plan shall expire in six (6) months from the day of approval if the operation has not started.

95) The Tentative Parcel Map shall expire within one (1) year from the day of approval if the operation has not started.

96) All Conditions of Approval for this project shall be written by the project developer on all building permit plan check sets submitted for review and approval. These Conditions of Approval shall be on, at all times, all grading and construction plans kept on the project site. It is the responsibility of the project developer to ensure that the project contractor is aware of, and abides by, all Conditions of Approval. Prior approval from the Community Development Director must be received before any changes are constituted in site design, grading, building design, building colors or materials, etc.

97) This approval is dependent upon and limited to the proposals and plans contained, supporting documents submitted, presentations made to staff, Planning Commission as affirmed to by the applicant. Any variation from these plans, proposals, supporting documents, or presentations is subject to review and approval prior to implementation.

98) The applicant or applicant's successor in interest shall indemnify and defend and hold harmless the City of Atwater, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Atwater, its agents, officers, and employees to attack, set aside, void, or annul any approval by the City of Atwater and its advisory agency, appeal board, or legislative body concerning this application, which action is brought within applicable statutes of limitations. The City of Atwater shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the applicant or applicant's successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans or other documents pertaining to this application.

The foregoing resolution is hereby adopted this 17th day of July, 2024.

AYES:
NOES:
ABSENT:

APPROVED:

MAYRA SANCHEZ-GARCIA,
VICE-CHAIR

ATTEST:

GREG THOMPSON,
DEPUTY CITY MANAGER /
COMMUNITY DEVELOPMENT DIRECTOR

City of Atwater

Uniform Development Application

750 Bellevue road

Phone: (209) 357-6342/357-6349 **Fax: (209) 357-6348**

APPLICATION FORM

Please indicate the types of application requested

- ☐ Administrative Application
- ☐ Amend Planned Development
- ☐ Amend Conditional Use Permit
- ☐ Application for Appeal
- ☐ Architectural Review
- ☐ Certificate of Compliance
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☒ General Plan Amendment
- ☐ Lot Line Adjustment
- ☐ Lot Merger
- ☒ Site Plan
- ☒ Tentative Map
- ☐ Time Extension
- ☐ Variance
- ☒ Zone Change
- ☐ Zoning Text Amendment
- ☐ Other _____

Describe Proposed Project:

Subdivision and High density multi-family development of +/-1.13 acres of vacant land requiring Tentative Parcel Map, Site Plan Review, General Plan Amendment, and Zone Change. Development will include 3 structures on 3 parcels. Structures are two story each and range in size from 7,260 sf to 8,140 sf, parcel sizes range from 15,464 sf to 18,133 sf. Development will include paved drive aisles and parking areas, sidewalks, trash enclosures, landscaping and underground utilities.

APPLICANT: Apex Investment Group, LLC PHONE NO: 209-201-5839

ADDRESS OF APPLICANT: 3319 M Street, Merced, CA 95348 EMAIL: mjawad@kw.com

PROPERTY OWNER: Same as Applicant PHONE NO:

ADDRESS OF PROPERTY OWNER:

ASSESSOR'S PARCEL NUMBER:

Address/General Location of Property: 7212 Sunset Drive

EXISTING ZONING OF PROPERTY: R-E, Residential Estate

GENERAL PLAN DESIGNATION OF PROPERTY: Very Low Density Residential

Indemnity Statement

To the fullest extent permitted by law, Developer, and Developer's successor in interest, shall defend, indemnify, and hold harmless City, and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the project, the Development Agreement, the Conditional Use Permit, or Subsequent City Approvals. Failure by Developer to indemnify City, when required by

this condition of approval, the Development Agreement, and the Indemnification Agreement, shall constitute a material breach of the Development Agreement, the Conditional Use Permit, and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against City, or City's Agents, based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City. This condition may be placed on any plans or other documents pertaining to this application.

I have read, agree and accept the City Indemnity agreement

Signed: _____ 10/9/2023

Applicant Date:

There are no deed restrictions on this land that would prohibit this type of use or development. I (we) Apex Investment Group, LLC depose and say that I am the property owner involved in this application and the forgoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signed: _____ 10/9/2023 _____

PROPERTY OWNER DATE: PROPERTY OWNER DATE:

CITY OF ATWATER UNIFORM DEVELOPMENT APPLICATION CHECKLIST

PROJECT APPLICATION: ALL ITEMS ON THE CHECKLIST MUST BE SUBMITTED WITH YOUR APPLICATION AND ALL MAPS PROPERLY FOLDED OTHERWISE IT WILL NOT BE ACCEPTED!

☐ One (1) completed copy of the combined Development Application form.

☐ Appropriate Schedule Fees (make checks payable to the City of Atwater).

☐ One (1) completed and singed copy of Agreement to Pay Processing Costs. (Attached)

☐ Ten (10) 36x24-inch site plans and five (5) 11x17 reduction of the site plan (See site plan requirements). Be prepared to submit and electronic copy of the site plan.

☐ Ten (10) 36x24-inch site plans and five (5) 11x17 reduction of the elevation drawings and copies of site plan (See site plan requirements). Be prepared to submit and electronic copy of the site plan.

☐ Ten (10) 36x24-inch site plans and five (5) 11x17 reduction of the floor plans and copies of site plan (See site plan requirements). Be prepared to submit and electronic copy of the site plan.

☐ Copies of the Tentative Parcel Map/Tentative Subdivision Map and will require to contain the information outlined in the Atwater Municipal Code Chapter 16 Section 16.20.020 attached to this form (See tentative map requirements).

☐ A letter signed by the property owner authorizing representation by a person or agency other than him/herself

☐ Legal description of the entire project site in a metes and bounds format.

☐ Preliminary title report, chain of title guarantee or equivalent documentation not older than (6) months which shows any and all easements affecting the project site.

☐ Ten (10) 18x24-inch site plans and five (5) 8-1/2x11 identifying the proposed Lot Line Adjustment, Parcel merger or Parcel Unmerge, and all existing features, including but not limited to easements, utilities, and structures.

☐ Vicinity Map

☐ Identification of existing and proposed lot area(s).

Project Checklist Continued

☒ Hazardous Waste and Substances Site List Disclosure form completed and signed. The California Government Code requires that applicants for all development projects, excluding building permits, must check the Comprehensive Hazardous Waste and Substances Statement list to determine if the site of the proposed project is on the list. This is to be completed as part of the application materials, The Purpose of this is to provide information to be verified and used in the environmental Review of the project.

☒ Operational Statement, which should be printed on its own sheet of paper and have the following information: Nature of the proposal including all types of uses-sales, processing, manufacturing etc, detail existing, proposed, and future operations, brief summary of operation hours to include peak hours, estimated number of personal during peak hours, vicinity map with highlighted truck routes, proposed method of waste removal and disposal (show on plot plan trash receptacle), how is the proposed project consistent with nearby uses, uses of all structures, size of buildings.

Staff Initials_____ Date received _____

Atwater Municipal Code Chapter 16 Section 16.20.020 Tentative Map Requirements

The following information shall be delineated on the tentative map or contained in a written statement to accompany each map:

N/A Tract number as obtained from the City Engineer and name of the subdivision, if the subdivider so desires;

☒ Sufficient legal description of the land to describe the location of the proposed subdivision;

☒ Name and address of the owner and subdivider;

☒ Name and address of the person preparing the map;

☒ If adjoining land has been subdivided, the recordation data of the map shall be shown;

☒ Approximate acreage and boundary lines of the subdivision;

☒ North point, scale and date;

☒ Location, width and proposed names of all streets within the boundaries of the subdivision;

☒ Location and width of easements;

☒ Approximate street centerline radii of curves;

☒ Names of utility companies and location of existing and proposed public utilities;

N/A Existing culverts and drain pipes;

N/A Watercourses and channels including proposed facilities for control of storm waters;

N/A Railroads and other rights and other rights-of-way;

N/A Dimensions of reservations;

☒ Adjoining property and lot lines;

☒ Lot lines and approximate dimensions;

N/A The approximate location of areas subject to inundation of storm water overflow and the location width and direction of flow of all water courses;

N/A Location of all existing buildings, structures and trees;

☐ Proposed source of water supply;

☐ Proposed method of sewage disposal and storm water drainage;

☐ Proposed street improvements;

☐ Proposed protective covenants regarding use of property and building lines;

Tentative Map Requirement Continued

- ☐ Proposed tree planting which shall conform substantially as to species and location with the street tree plan of the City and otherwise with the regulations of Chapter 12.32 Trees;
- ☒ Proposed public areas; location, names and widths of existing and proposed streets, highways, alleys, easements, railroads, and other open spaces in adjacent areas;
- ☒ Contours with maximum interval of two feet, unless waived by the City Engineer;
- ☒ Existing use of property immediately surrounding;
- ☒ Proposed land use of lots;
- ☒ Existing zoning and proposed zoning;
- ☐ If private streets are proposed, the method of maintenance and financing such maintenance;
- ☒ N/A A description of the proposed fencing to provide a physical and visual barrier between the subdivision and all open ditches, drains and canals;
- ☒ Proposed unit boundary lines, if the subdivision is to be developed in more than one unit.

Site Plan Checklist

☒ Address and County Assessor's Parcel Number.

☒ Name, address and telephone number of applicant, architect and/or engineer.

☒ Summary legend describing project information including zoning and lot size. For new construction provide summary of units permitted and proposed building coverage permitted and proposed off-street parking permitted and proposed, unit square footage breakdown.

☒ Vicinity Map (showing property location to major roads and major landmarks).

☒ Scale of plot plan, north arrow, existing property lines and dimensions.

☒ Names and full widths of all adjacent streets and alleys (indicate location of any medians and curb cuts).

☒ Show location of existing and proposed structures and walls (identify existing as a dashed line and proposed as a solid line).

☒ Label the use of all existing and proposed structures and areas

☒ Indicate setbacks, yard areas, distances between structures (setbacks to be measured from ultimate property lines if dedication is required).

☒ Show square footage of the structure(s) and percentage of structure coverage in relationship to the entire lot.

☒ Show location and dimensions of adjacent street rights-of-way, property lines, building setback lines, sidewalks and easements.

☒ Show off-street parking. Designate open parking, carports, and garages, include dimensions of parking stalls, maneuvering areas, driveways, specify paving materials; identify all curbing and wheel stops.

N/A Show loading areas, including dimensions and screening

☒ Show location of trash enclosures and indicate materials.

☒ Show location and size of all existing proposed signs, walls, and fences.

☒ Indicate existing and proposed landscape areas. Preliminary landscaping should include trees and major planting areas (specific materials, sizes, and numbers will be required on detail plans following Planning Commission or City Council approval).

☒ Show proposed exterior lighting

Site Plan Checklist Continued

☒ N/A Show location and general dimensions of any existing irrigation facilities, natural drainage ways and storm drainage facilities on the site, including any proposed modifications.

☒ N/A Show size and species of all trees 6 inches and greater in diameter at 3 feet. Indicate whether to be removed or retained.

☒ N/A Show location of curb cuts on neighboring properties; and, in commercial and industrial zones, within 300 feet of adjacent properties and properties across the street.

☒ Location of buildings on adjacent properties (sides and rear) within 25 feet of the project site.

☒ Include development-phasing schedule (if proposed and/or applicable), including those portions of the project included in each phase, and estimated start and completion dates.

☒ Include a table of impervious areas showing pre and post development values.

City of Atwater

HAZARDOUS WASTE AND SUBSTANCE STATEMENT

Phone: (209) 357-6342/357-6349 **Fax: (209) 357-6348**

This is to determine if the proposed project or any alternatives to the proposed project in this application are on the lists compiled to Section 65962.5 of the Government Code. The applicant is required to submit a signed statement, which contains the following information:

NAME OF OWNER: Apex Investor Group, LLC

ADDRESS: 3319 M Street, Merced, CA 95348

NAME OF APPLICANT: Apex Investor Group, LLC

ADDRESS: 3319 M Street, Merced, CA 95348

ADDRESS OF SITE: 7212 Sunset Drive, Atwater, CA 95301

APN: 056-540-004

LOCAL AGENCY: COUNTY OF MERCED

☒ NOT ON LIST

☐ SPECIFY LIST

REGULATORY IDENTIFICATION NO: N/A

Pursuant to section 65962.5 of the Government Code

DATE OF LIST: 10/09/2023

APPLICANT SIGNAUTRE: _____ Date 10/9/2023

City of Atwater Processing Agreement

This an agreement for payment of costs for the city of Atwater application processing

To be completed by applicant:

This agreement is by and between the City of Atwater, California, hereafter "City," and Apex Investor Group, LLC hereinafter "applicant". This is a legally binding agreement. You should ensure to read all provisions of this agreement.

1. Applicant agrees to pay all personnel and related direct, indirect, overhead and overtime costs incurred by City employees and consultants (including engineers, attorneys and other professionals) incurred by City for review and processing the subject application, even if the application is withdrawn in writing, not approved, approved subject t conditions or modified upon approval. Applicant agrees that it shall pay any and all costs related to the subject application that the City would not have incurred but for the application. City's indirect and overhead costs will be applied to the time of City employees and consultants. All personnel and related direct, indirect, overhead and overtime rates for City employees and consultants shall be calculated annually by the City manager.
2. Applicant agrees to make an initial deposit in the amount of $_____ at the time this agreement is signed, and subsequent dep0osits within 30 days of the date requested by the City in writing, The city will not pay interest on deposits. Applicant agrees that It knowingly and voluntarily waives, extends and continues each of the time limits imposed by California Government Code Section 65943 for the determination of a development application's completeness and the time limits imposed by California Government Code Sections 65950, 65950.1, 65951, and 65952 for the approval or disapproval of development permits for as many days as the applicant delays making a subsequent deposit from the date of written notice requesting such additional deposit until the deposit is received by City, not to exceed 90 days. Failure to make any subsequent deposits may result in denial of an application for development project or in the decision by the City to postpone action on the application.
3. If Applicant does not deposit such requested deposits or make payments on outstanding invoices within thirty (30 days after the date of the deposit request or invoice, City staff may cease work on the project until the required deposit or payment is made, subject to any other provisions of law.
4. Deposits shall be applied toward the City's costs in reviewing and processing the application. City will send monthly statements indicating the charges against the initial deposit and any subsequent deposits. The City may elect to send statements less frequently than monthly, if there is only limited monthly activity on the project.

5. In the event that the accumulated periodic charges exceed the initial deposit and any subsequent deposits previously received by City, City will invoice Applicant for the amount outstanding and may require an additional deposit. Applicant will pay any and all amounts exceeding the initial and subsequent deposits within thirty (30) days of the date of the invoice and shall make any additional deposit required by the City.
6. City statements and invoices shall provide summary information indicating the cost for employees and independent contractors, including direct and indirect charges. Original invoices from independent contractors (except attorney/client invoices) shall be available upon request by Applicant, at Applicants additional cost.
7. Applicant shall pay interest on all costs unpaid 30 days after the date of any invoice at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts.
8. Applicant and owner of property, if not the same, agree to and authorize City to place lien on the property subject to this application for any and all delinquent fees, Th City shall remove such a lien once the Applicant has paid all delinquent fees. For purposes of this section, an invoice amount shall become delinquent when unpaid for 30 days after the date of the invoice.
9. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted above in Section 2. Invoices are due and payable within 30 days.
10. Applicant further agrees that no building permits, Certificate of Occupancy and/or subdivision Acceptance for the project will be issued until all costs for review and processing are paid.
11. Applicant shall provide written notice to the City if any of the above information changes.
12. This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.
13. This Agreement is not assignable without written consent by the City of Atwater. The City of Atwater will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.

Applicant: Apex Investor Group, LLC Date:_____

Print Name and Title:_____

Owner: Same as Applicant Date:_____

Print Name and Title:_____

City of Atwater

By:_____ Date:_____

Print Name and Title:_____

COMMUNITY DEVELOPMENT
EXISTING SITE CONDITIONS
750 Bellevue road

Phone: (209) 357-6342/357-6349 **Fax: (209) 357-6348**

Application: Tentative Parcel Map/Site Plan Design Review

APN: 056-540-004

As Property Owner, I hereby acknowledge grading, land clearing, construction or any action that would alter the existing condition of the project site until approval of the final application is granted by the City of Atwater. I understand that alteration of the project site prior to approval will impact the City of Atwater's ability to review the project and could result in higher prices and require additional mitigation measures/conditions of approval to be applied or result in the denial of the application.

My agent/applicant has been instructed the importance of maintaining the current condition of the project site. The exception to the above-mentioned statement is an approval by the Planning department upon a written request.

_____ _____

Signed Date

CITY OF ATWATER COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
ENVIRONMENTAL INFORMATION FORM

(This form to be completed by Applicant and returned with all Land Use Applications. Please note that additional environmental information may be requested as necessary. Use additional sheets as necessary.)

GENERAL PROJECT INFORMATION (Please type or print legibly in ink)

1. Name, Address, telephone number, and email address of land owner/applicant:
   Apex Investment Group, LLC, 3319 M Street, Merced, CA 95348, 209-201-5839
2. Name, Address, telephone number, and email address of applicant if other than land owner:
   N/A
3. Address/General location and APN of the project:
   7212 Sunset Drive, Atwater, CA 95301, 056-540-004
4. Existing zoning: R-E, Residential Estate
5. Land use designation within the current General Plan: Very Low Density Residential
6. Proposed change in use and project for the proposed application (Please provide an Operational Statement for the proposed project and/or business activity):
   Rezone and General Plan Amendment to R-3-1.5 (High Density Residential) / High Density Residential (HDR).
7. Indicate the type of Permit(s) Application(s) to which this form pertains:
   Rezone, General Plan Amendment, Site Plan Design Review
8. List any other agencies and related permits or approvals that will be required for the project: None anticipated
9. List all adjacent uses to the project/property location:

   North: Developed Institution (High School)

   South: Agricultural/Residential

   East: Vacant/Developed Institution (Church)

   West: Developed Low Density Residential

PROJECT DESCRIPTION (Attached additional Sheets as Necessary)

10. Project Area: +/-1.13 acres Parcel Size: +/-1.13 acres

11. Proposed Structures: (New and Existing) No existing structures
3 proposed multi-family structures; Building 1- 8,140 sf, Building 2- 7,260 sf, Building 3- 7,260 sf.

12. Percentage of lot coverage (before and after any construction generated from the project): Existing 0%, Proposed; Parcel 1- 23.49%, Parcel 2- 22.92%, Parcel 3- 20.02%

13. Number of required off-street parking spaces (including Accessable):
Project total- 38spaces; Parcel 1- 12, Parcel 2- 11, Parcel 3- 15

14. School district(s) that serve the project area:
Atwater Elementary School District, Merced Union High School District

15. Describe the landscaping improvements for the proposed project (please include all compliance with State mandated water conservation requirements):
Landscaping design will be in coformance with City of Atwater Code 8.36, Water Efficient Landscaping and Irrigation, and CalGreen MWELO.

16. If the proposed project is to be a phased development, please described incremental phasing and implementation of improvements. (Use additional sheets if necessary): Phase one will include construction of two driveways and connecting drive aisle and construction of building two, phase two will include construction of building 1, and phase three will construct building three and complete the parking area.

17. If the proposed project will represent a change to any resource of cultural significance as defined in Public Resources Code section 21074 (Tribal Cultural Resource) Please provide a copy of your consultation letter and the name and address of the consulting authority:
None

18. List any and all hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar products used as a part of the day to day operations of the project and all storage methods. (Please note that the use and storage of certain materials will require filing of a Hazardous Materials Business Plan and Spill Prevention Containment and Countermeasure Plan as may be determined. Applicants are encouraged to consult with the Merced County Environmental Health Division and local Fire Department as Administers of said plans.):
None

19. Described the estimated consumption of water, the estimated sewage generation, and the estimated amount of storm water run-off during a 10-year, 24-hour, storm event. Water: 4,750 gpd Gallons per day; Sewage: 3,000 gpd Gallons per day; Storm water: 10,622 cf
20. Provide a description of the proposed water delivery system(s) including any on-site treatment necessary for the proposed project. (Include water use and management in the Operational Statement for the Project.): City of Atwater public water system
21. Provide a description of the proposed sanitary sewer system(s) including any on-site treatment necessary for the proposed project. (Include any capture and waste water treatment needs in the Operational Statement for the Project.): City of Atwater waste water system
22. Provide a "Can-and-will" serve letter for the project for any/all outside agencies or service districts that are anticipated to serve the project including any discharge agreement that may be necessary from the offices of The Merced Irrigation District. (Attach as necessary) N/A
23. Provide any necessary percolation tests as may be necessary as determined by the City Engineer or building division.
24. Please provide the estimated amount of solid waste (garbage, spoils, or animal waste/manure) generated from the project site and methods of disposal:
    6.29lb per day per unit / 157.25lb per day entire project
    Solid waste disposal will be contracted with City of Atwater refuse services.
25. Describe any earthwork (grading) that will be necessary for the project including all work associated with access roads or improvements located on adjacent lands or City owned/managed improvements. (please also list dust control methods and any compliance or permits necessary for the local Air Pollution Control District.): The existing site is flat with sufficient earth to balance the finish graded site. Import of The existing site is flat with sufficient earth to balance the finish graded site. Import of engineered fill for building sites should be expected. BMP's will be implemented with the project to control erosion and dust.
26. Provide the estimated amount of traffic and nominate the roads impacted, which would be a result from the project. Roads impacted:
    Matthew Street, Everett Street, Sunset Drive
    Average Daily Trips: 4.5 per unit / 112.5 entire project

PROJECT DESCRIPTION CONT.

Please indicate below the response that most applies to the described project. Should the answer indicated differ from the information provided in the General Project Information shown above or from information already obtained from the offices of the City of Atwater, the applicant(s) will be required to provide evidence or documentation to support the answers shown. (Please attach additional sheets as may be necessary)

	Yes	Maybe	No
27. Change to existing features of any vegetation, lakes, streams, rivers, hills, or substantial alteration of ground contours.			X
28. Any change in quantity, direction of flow of groundwater.			X
29. Change in quality or alteration of drainage patterns to any lake, stream, Natural or man-made water body.			X
30. Change in absorption rates, drainage patterns, or the rate or amount of surface runoff. Conversion of existing permeable area into impervious surfaces. Stormwater from impervious areas will be collected in storm drain pipe network and conveyed to bioretention areas for infiltration.	X		
31. Discharge into any surface water, or any alteration of surface water quality, i.e., temperature, dissolved oxygen, turbidity, etc.			X
32. Change in amount of surface water in any water body. Stormwater not infiltrated onsite will be discharged to existing strom drainage system in Everett Street and be conveyed to existing City storm drainage basin.		X	
33. Change in scenic views of vistas from existing residential areas, public lands or roads.			X
34. Change in pattern, scale or character of the general area of the project.			X
35. Will the project affect existing housing or create a demand for additional housing.			X
36. Will the project result in a substantial alteration of the present or planned land use of the area. The project requests a change in zoning and land use from very low density residential to high density residential	X		
37. Will significant amounts of solid waste (garbage, spoils, manure) or litter be generated as a result of the project.			X

PROJECT DESCRIPTION CONT.

	Yes	Maybe	No
38. Will substantial air emissions or deterioration of ambient air quality be a result of the project.			X
39. Will there be a change in dust, ash, smoke, fumes, or odors in the vicinity.			X
40. Creation of objectionable odors.			X
41. Change in existing noise or vibration levels in the vicinity, or exposure of people to major noise sources.			X
42. Will the project produce new light or glare. The project will introduce new light sources from site lighting. Lighting will meet the requirements of CalGreen and minimize light glare and trespass.		X	
43. Site on filled land or on a slope of 10 percent or more.			X
44. Substantial disruptions, displacements, compaction or over covering of soil.			X
45. Any uses of disposable or potential hazardous materials, toxic substances, flammables or explosives.			X
46. Substantial change in demand for municipal services such as police, fire, water, waste water treatment, City maintenance, etc.			X
47. Substantial increase in demand on fossil fuel consumption.			X
48. Relationship to larger project(s) or planning areas.			X
49. Impacts to plant or animal species or any species as may be State or Federally listed as a sensitive or endangered species.			X
50. Impacts to areas designated for use by agriculture.			X

PROJECT DESCRIPTION CONT.

GENERAL ENVIRONMENTAL SETTING: Please provide a brief description of any special environmental conditions present on the project site and include photographs depicting the site and the surrounding area:

The existing project site was developed as a part of a previous project with all streets and underground utilities installed. Topography is flat in the adjacent area ans well as the project site. The property is regularly cleared by mowing and/or disc for fire protection.

CERTIFICATION

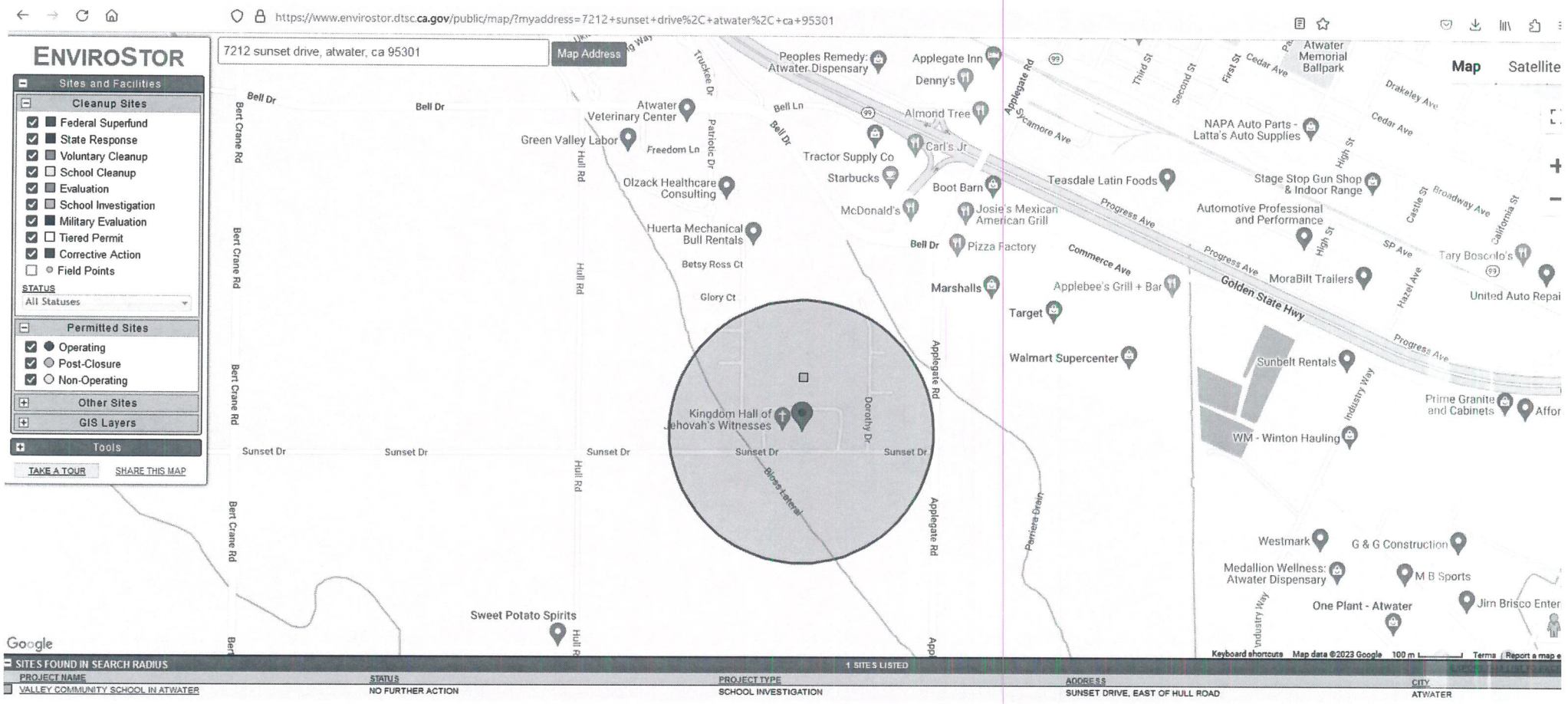
I hereby certify that I/We are the legal owners of the property and project shown and described herein and that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

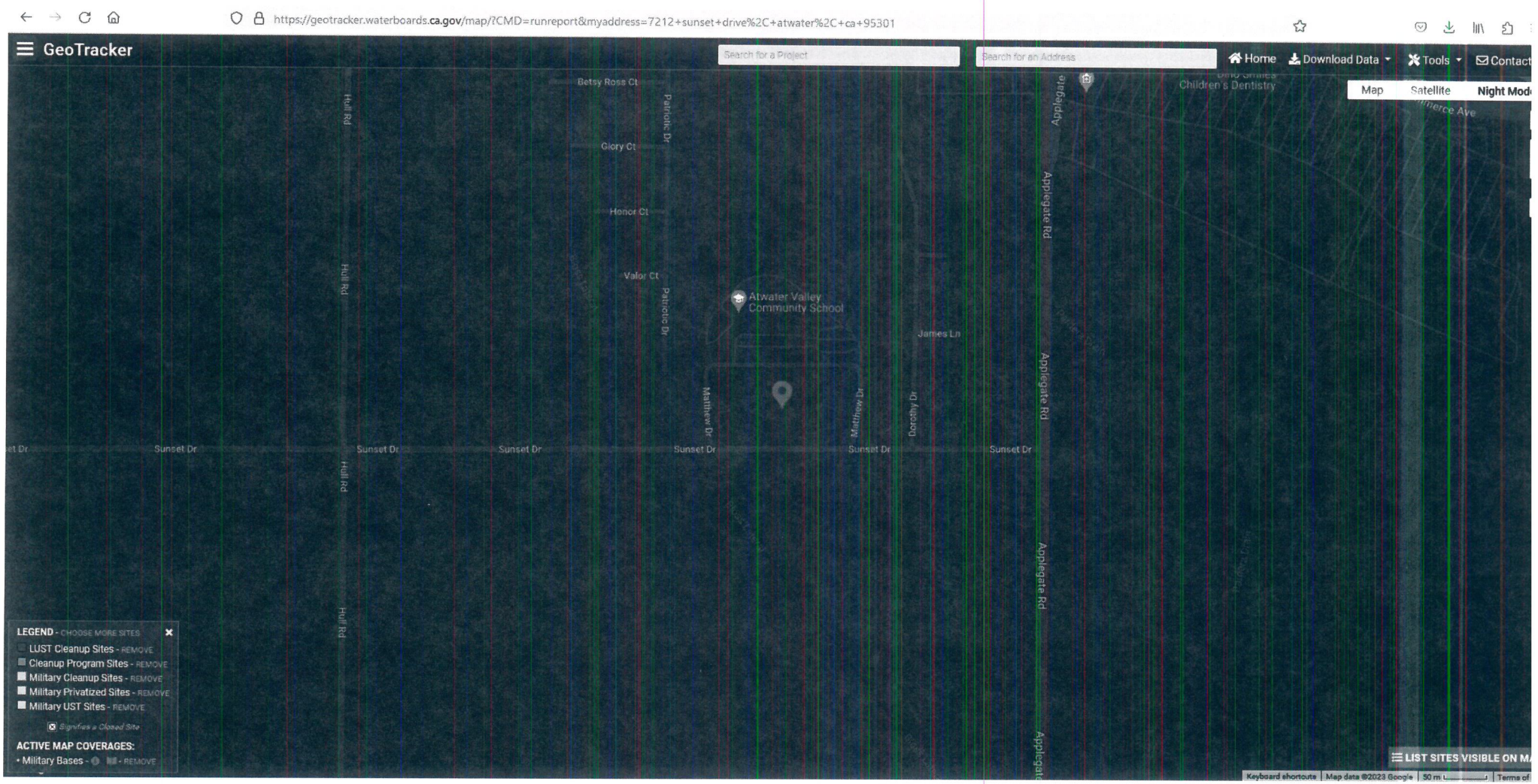
Dated: 10/9/2023

(Original signature required)

LIST OF ATTACHMENTS

1. (
2. (
3. (
4. (
5. (
6. (
7. (
8. (
9. (
10. (


https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=7212+sunset+drive%2C+atwater%2C+ca+95301
ENVIROSTOR
7212 sunset drive, atwater, ca 95301
Map Address
Sites and Facilities
Cleanup Sites
Federal Superfund
State Response
Voluntary Cleanup
School Cleanup
Evaluation
School Investigation
Military Evaluation
Tiered Permit
Corrective Action
Field Points
STATUS
All Statuses
Permitted Sites
Operating
Post-Closure
Non-Operating
Other Sites
GIS Layers
Tools
TAKE A TOUR
SHARE THIS MAP
Map
Satellite
Peoples Remedy: Atwater Dispensary
Applegate Inn
Denny's
Atwater Veterinary Center
Almond Tree
Green Valley Labor
Tractor Supply Co
Carl's Jr
Olzack Healthcare Consulting
Starbucks
Boot Barn
Teasdale Latin Foods
McDonald's
Josie's Mexican American Grill
Huerta Mechanical Bull Rentals
Pizza Factory
Marshalls
Applebee's Grill + Bar
Target
Walmart Supercenter
Kingdom Hall of Jehovah's Witnesses
Sweet Potato Spirits
NAPA Auto Parts - Latta's Auto Supplies
Stage Stop Gun Shop & Indoor Range
Automotive Professional and Performance
MoraBilt Trailers
Tary Boscolo's
United Auto Repai
Sunbelt Rentals
Prime Granite and Cabinets
WM - Winton Hauling
Westmark
G & G Construction
Medallion Wellness: Atwater Dispensary
M B Sports
One Plant - Atwater
Jim Brisco Enter
Atwater Memorial Ballpark
Bell Dr
Bell Ln
Truckee Dr
Patriotic Dr
Freedom Ln
Hull Rd
Bert Crane Rd
Sunset Dr
Glory Ct
Betsy Ross Ct
Dorothy Dr
Applegate Rd
Bloss Lateral
Perriera Drain
Golden State Hwy
Progress Ave
Commerce Ave
Sycamore Ave
Cedar Ave
Drakeley Ave
Broadway Ave
High St
Castle St
California St
SP Ave
Hazel Ave
Industry Way
First St
Second St
Third St
Google
Keyboard shortcuts
Map data ©2023 Google
100 m
Terms
Report a map e
SITES FOUND IN SEARCH RADIUS
1 SITES LISTED
PROJECT NAME
STATUS
PROJECT TYPE
ADDRESS
CITY
VALLEY COMMUNITY SCHOOL IN ATWATER
NO FURTHER ACTION
SCHOOL INVESTIGATION
SUNSET DRIVE, EAST OF HULL ROAD
ATWATER


https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=7212+sunset+drive%2C+atwater%2C+ca+95301
GeoTracker
Search for a Project
Search for an Address
Home
Download Data
Tools
Contact
Map
Satellite
Night Mode
Betsy Ross Ct
Glory Ct
Honor Ct
Valor Ct
Patriotic Dr
Hull Rd
Atwater Valley Community School
Children's Dentistry
Applegate
Applegate Rd
James Ln
Matthew Dr
Dorothy Dr
Sunset Dr
LEGEND - CHOOSE MORE SITES
LUST Cleanup Sites - REMOVE
Cleanup Program Sites - REMOVE
Military Cleanup Sites - REMOVE
Military Privatized Sites - REMOVE
Military UST Sites - REMOVE
Signifies a Closed Site
ACTIVE MAP COVERAGES:
• Military Bases - REMOVE
LIST SITES VISIBLE ON MA
Keyboard shortcuts
Map data ©2023 Google
Terms of

7212 Sunset Drive Apartments:

General Plan Amendment (GPA) 23-19-0200, Zone Change (RZ) 23-19-0100, Tentative Parcel Map (TPM) 23-19-0300, Variance (VAR) 23-19-0400, and Site Plan Review (SPR) 23-19-0500

INITIAL STUDY – MITIGATED NEGATIVE DECLARATION

PUBLIC REVIEW DRAFT

MARCH 2024

Prepared for

City of Atwater
750 Bellevue Road
Atwater, CA 95301

Table of Contents

1 INTRODUCTION 7
1.1 Regulatory Information 7
1.2 Document Format 7
2 ENVIRONMENTAL CHECKLIST FORM 9
2.1 Project Title 9
2.2 Lead Agency Name and Address 9
2.3 Contact Person and Phone Number 9
2.4 Study Prepared By 9
2.5 Project Location 9
2.6 Latitude and Longitude 9
2.7 General Plan Designation 12
2.8 Zoning 12
2.9 Description of Project 17
2.10 Project Setting and Surrounding Land Uses 17
2.11 Site Preparation 18
2.12 Project Construction and Phasing 18
2.13 Project Components 18
2.14 Other Public Agencies Whose Approval is Required 22
2.15 Consultation with California Native American Tribes 22
3 DETERMINATION 23
3.1 Environmental Factors Potentially Affected 23
3.2 Determination 23
4 EVALUATION OF ENVIRONMENTAL IMPACTS 25
4.1 AESTHETICS 25
4.1.1 Environmental Setting 25
4.1.2 Impact Assessment 26
4.1.3 Mitigation Measures 27
4.2 AGRICULTURE AND FORESTRY RESOURCES 28
4.2.1 Environmental Setting 28

4.2.2 Impact Assessment 29
4.2.3 Mitigation Measures 30
4.3 AIR QUALITY 31
4.3.1 Environmental Setting 31
4.3.2 Impact Assessment 36
4.3.3 Mitigation Measures 37
4.4 BIOLOGICAL RESOURCES 38
4.4.1 Environmental Setting 39
4.4.2 Impact Assessment 44
4.4.3 Mitigation Measures 46
4.5 CULTURAL RESOURCES 47
4.5.1 Environmental Setting 47
4.5.2 Impact Assessment 48
4.5.3 Mitigation Measures 50
4.6 ENERGY 51
4.6.1 Environmental Setting 51
4.6.2 Impact Assessment 52
4.6.3 Mitigation Measures 52
4.7 GEOLOGY AND SOILS 54
4.7.1 Environmental Setting 55
4.7.2 Impact Assessment 56
4.7.3 Mitigation Measures 58
4.8 GREENHOUSE GAS EMISSIONS 59
4.8.1 Environmental Setting 59
4.8.2 Impact Assessment 61
4.8.3 Mitigation Measures 64
4.9 HAZARDS AND HAZARDOUS MATERIAL 65
4.9.1 Environmental Setting 65
4.9.2 Impact Assessment 67
4.9.3 Mitigation Measures 69

4.10 HYDROLOGY AND WATER QUALITY 70
4.10.1 Environmental Setting 71
4.10.2 Impact Assessment 72
4.10.3 Mitigation Measures 77
4.11 LAND USE PLANNING 78
4.11.1 Environmental Setting 78
4.11.2 Impact Assessment 78
4.11.3 Mitigation Measures 79
4.12 MINERAL RESOURCES 80
4.12.1 Environmental Setting 80
4.12.2 Impact Assessment 80
4.12.3 Mitigation Measures 81
4.13 NOISE 82
4.13.1 Environmental Setting 82
4.13.2 Impact Assessment 83
4.13.3 Mitigation Measures 85
4.14 POPULATION AND HOUSING 86
4.14.1 Environmental Setting 86
4.14.2 Impact Assessment 86
4.14.3 Mitigation Measures 87
4.15 PUBLIC SERVICES 88
4.15.1 Environmental Setting 88
4.15.2 Impact Assessment 89
4.15.3 Mitigation Measures 90
4.16 RECREATION 91
4.16.1 Environmental Setting 91
4.16.2 Impact Assessment 91
4.16.3 Mitigation Measures 92
4.17 TRANSPORTATION 93
4.17.1 Environmental Setting 93

4.17.2 Impact Assessment 97
4.17.3 Mitigation Measures 99
4.18 TRIBAL CULTURAL RESOURCES 100
4.18.1 Environmental Setting 100
4.18.2 Impact Assessment 100
4.18.3 Mitigation Measures 101
4.19 UTILITIES AND SERVICE SYSTEMS 102
4.19.1 Environmental Setting 102
4.19.2 Impact Assessment 103
4.19.3 Mitigation Measures 106
4.20 WILDFIRE 107
4.20.1 Environmental Setting 107
4.20.2 Impact Assessment 107
4.20.3 Mitigation Measures 108
4.21 MANDATORY FINDINGS OF SIGNIFICANCE 109
4.21.1 Impact Assessment 109
4.21.2 Mitigation Measures. 110
5 MITIGATION MONITORING AND REPORTING PROGRAM 111
6 REPORT PREPARATION 113
7 APPENDICES 114
7.1 Appendix A: CNDDB Occurrence Report 114
7.2 Appendix B: CHRIS Search Record 115
7.3 Appendix C: NAHC SLF Results Letter 116
7.4 Appendix D: CalEEMod Results 117

Figures

Figure 2-1 Project Location 10
Figure 2-2 Project Site Aerial Image 11
Figure 2-3 City of Atwater General Plan Land Use Designation (Existing) 13
Figure 2-4 City of Atwater General Plan Land Use Designation (Proposed) 14

Figure 2-5 City of Atwater Zoning District (Existing) 15
Figure 2-6 City of Atwater Zoning District (Proposed) 16
Figure 2-7 Tentative Parcel Map 20
Figure 2-8 Project Site Plan 21
Figure 4-1 CNDDB Species Occurrences 42

Tables

Table 2-1 Proposed Development 17
Table 2-2 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties 18
Table 4-1 SJVAPCD Recommended Air Quality Thresholds of Significance2F 34
Table 4-2 SPAL Significance Thresholds 36
Table 4-3 Special-Status Species Occurrences within 5-mile radius of Project site 41
Table 4-4 Essential Habitats and Potential Existence of Special-Status Species on Site 43
Table 4-5 Consistency with General Plan Energy Conservation Policies 52
Table 4-6 Scoping Plan Priority GHG Reduction Strategies Consistency Analysis 62
Table 4-7 Projected Potable Water Demand by Sector, 2025 – 2040 73
Table 4-8 Summary of Total Water Demands by Land Use 74
Table 4-9 Discussion on Land Use Policies in the General Plan for Residential Development 79
Table 4-10 Receptors and Baseline Analyzed in the RCNM 84
Table 4-11 Project Trip Generation 98
Table 4-12 Summary of Total Wastewater Flows by Land Use 105

1 INTRODUCTION

Precision Civil Engineering, Inc. (PCE) has prepared this Initial Study/Mitigated Negative Declaration (IS/MND) on behalf of the City of Atwater (City) to address the environmental effects of the proposed 7212 Sunset Drive Apartments (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code *Section 21000 et. seq*. The City of Atwater is the Lead Agency for this proposed Project. The site and the proposed Project are described in detail in SECTION 2 ENVIRONMENTAL CHECKLIST FORM.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, et seq.), also known as the CEQA Guidelines, *Section 15064 (a)(1)* states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels.

A negative declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines *Section 15070*, a ND or mitigated ND shall be prepared for a project subject to CEQA when either:

a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or

b. The IS identified potentially significant effects, but:

> *1. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed Mitigated Negative Declaration and Initial Study is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
>
> *2. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.*

1.2 Document Format

This IS/MND contains five (5) chapters plus appendices. SECTION 1 INTRODUCTION provides bases of the IS/MND's regulatory information and an overview of the Project. SECTION 2 ENVIRONMENTAL CHECKLIST FORM provides a detailed description of Project components. SECTION 3 DETERMINATION concludes that the Initial Study is a mitigated negative declaration, identifies the environmental factors potentially affected based on the analyses contained in this IS, and includes with the Lead Agency's determination based upon those analyses. SECTION 4 EVALUATION OF ENVIRONMENTAL IMPACTS presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be potentially significant, less than significant with mitigation incorporated, less than significant, or why no impacts are expected is included. SECTION 5 MITIGATION MONITORING AND REPORTING PROGRAM presents the mitigation measures recommended in the IS/MND for the Project. The CNDDB Occurrence Report,

CHRIS Search Record, NAHC SLF Results Letter, and CalEEMod Results are provided as Appendix A, Appendix B, Appendix C, and Appendix D respectively, at the end of this document.

2 ENVIRONMENTAL CHECKLIST FORM

This section describes the components of the proposed Project in more detail, including project location, project objectives, and required project approvals.

2.1 Project Title

7212 Sunset Drive Apartments (General Plan Amendment (GPA) 23-19-0200, Zone Change (RZ) 23-19-0100, Tentative Parcel Map (TPM) 23-19-0300, Variance (VAR) 23-19-0400, and Site Plan Review (SPR) 23-19-0500)

2.2 Lead Agency Name and Address

City of Atwater
750 Bellevue Road
Atwater, CA 95301

2.3 Contact Person and Phone Number

Lead Agency Contact
City of Atwater
Greg Thompson, Deputy City Manager/ Community Development Director
(209) 357-6370
gthompson@atwater.org

Applicant Information
Apex Investment Group, LLC
3319 M Street
Merced, CA 95348
(209) 201-5839
mjawad@kw.com

2.4 Study Prepared By

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
(559) 449-4500

2.5 Project Location

The Project site is in the jurisdiction of the City of Atwater, Merced County, California. The site is located on the northwest corner of Sunset Drive and Everett Street at 7212 Sunset Dr, Atwater, CA 95301 (Figure 2-1), consisting of one (1) parcel that is approximately 1.13 acres. The site is identified by the Merced County Assessor as Assessor's Parcel Numbers (APNs) 056-540-004-000. Figure 2-2 shows the aerial image of the Project site. The Project site is a portion of Section 11, Township 7 South, Range 12 East, Mount Diablo Base and Meridian.

2.6 Latitude and Longitude

The centroid of the Project site is 37.33898549055253, -120.61733180930518.

Figure 2-1 Project Location

Figure 2-2 Project Site Aerial Image

2.7 General Plan Designation

The Project site has a City of Atwater General Plan (General Plan) land use designation of VLDR – Very Low Density Residential (Figure 2-3). According to the General Plan, the VLDR land use designation *"accommodates the needs of residents who desire large parcels and the feeling of open space integrated with a suburban lifestyle."* The permitted density range is 0 to 3.0 units per acre. General Plan Amendment (GPA) 23-19-0200 would change the land use designation from VLDR to HDR – High Density Residential (Figure 2-4).

2.8 Zoning

The Project site is in the R-E – Residential Estate zoning district (Figure 2-5). Zone Change (RZ) 23-19-0100 would change the zoning from R-E to R-3-1.5 – High Density Residential (Figure 2-6).

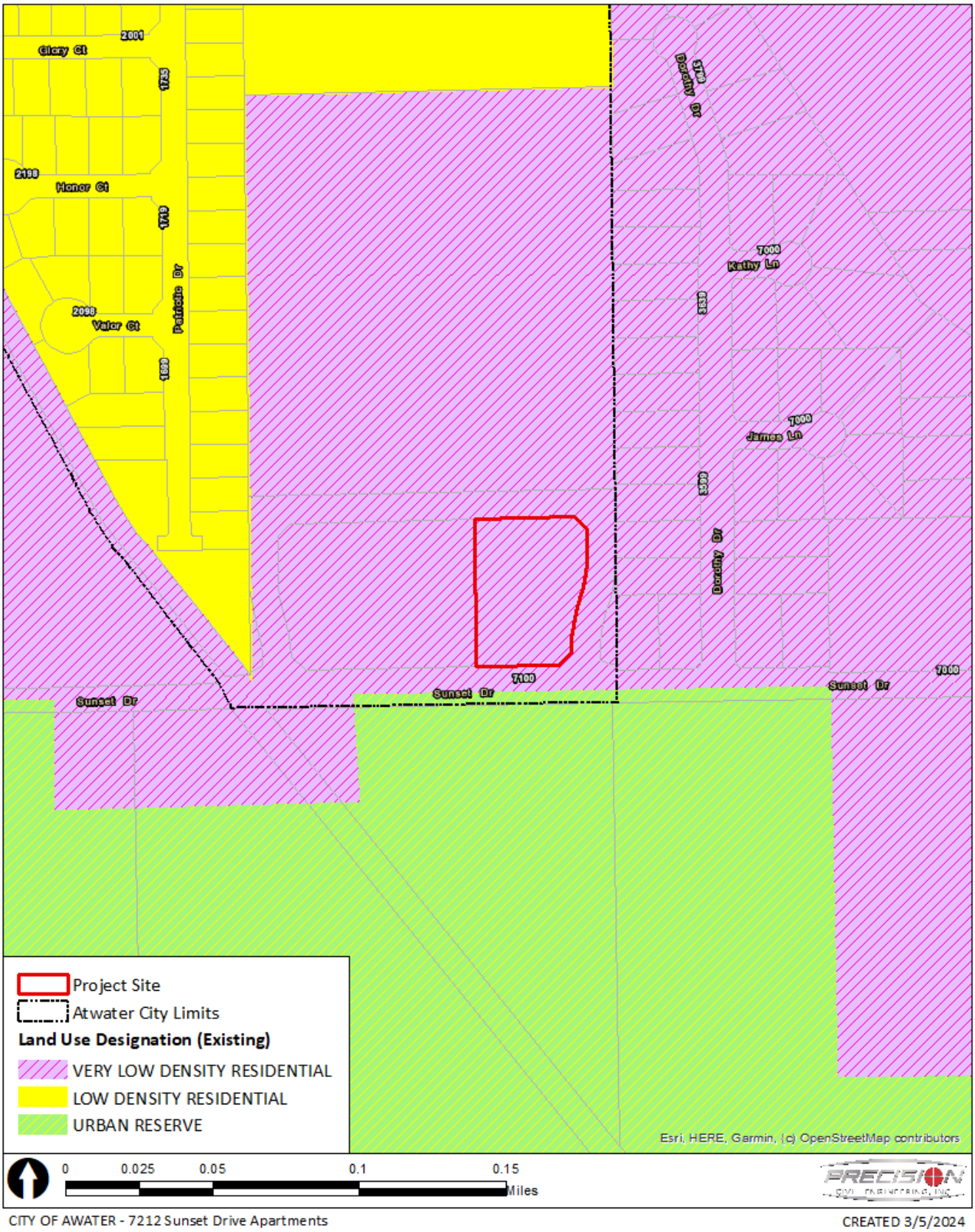


Figure 2-3 City of Atwater General Plan Land Use Designation (Existing)

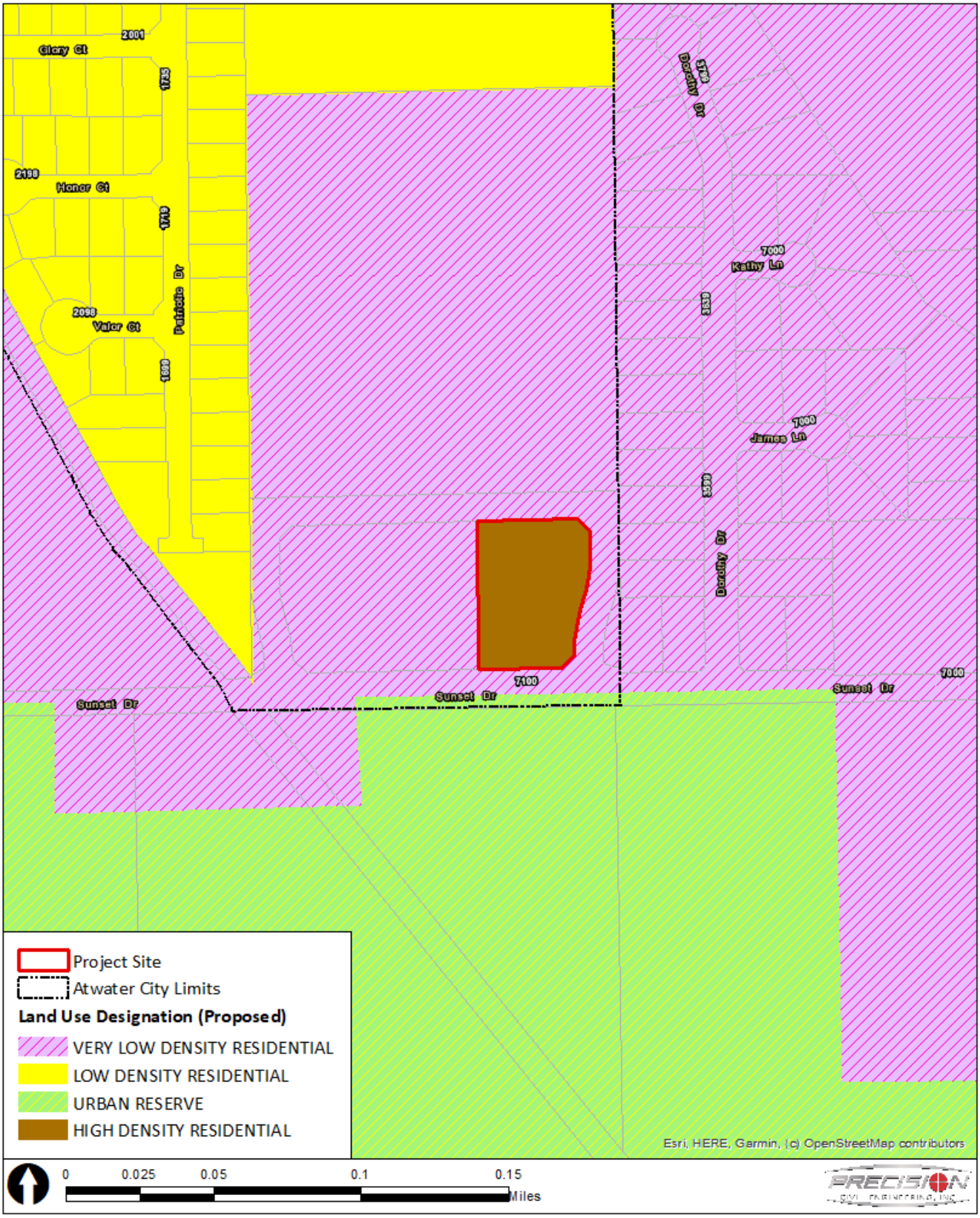
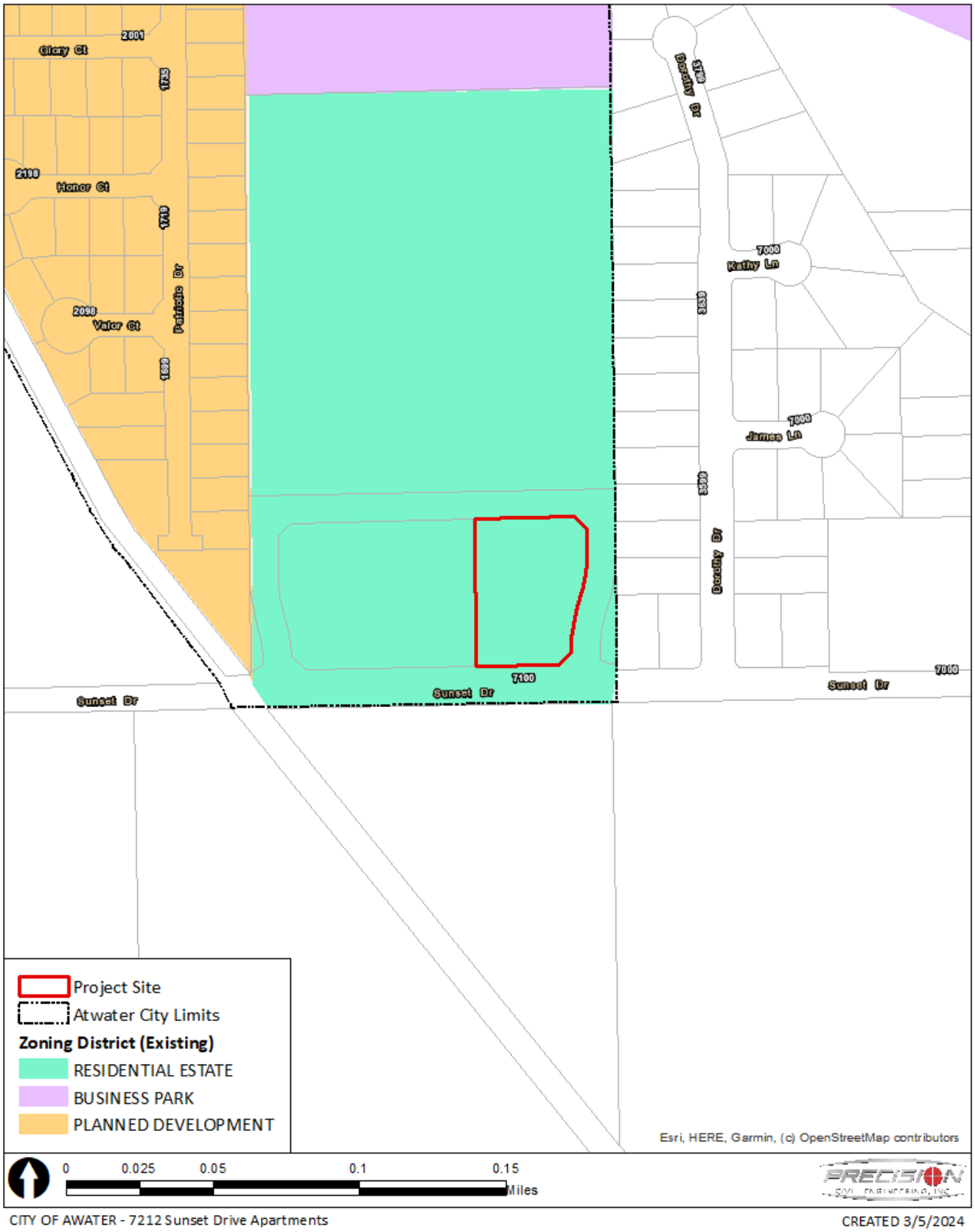
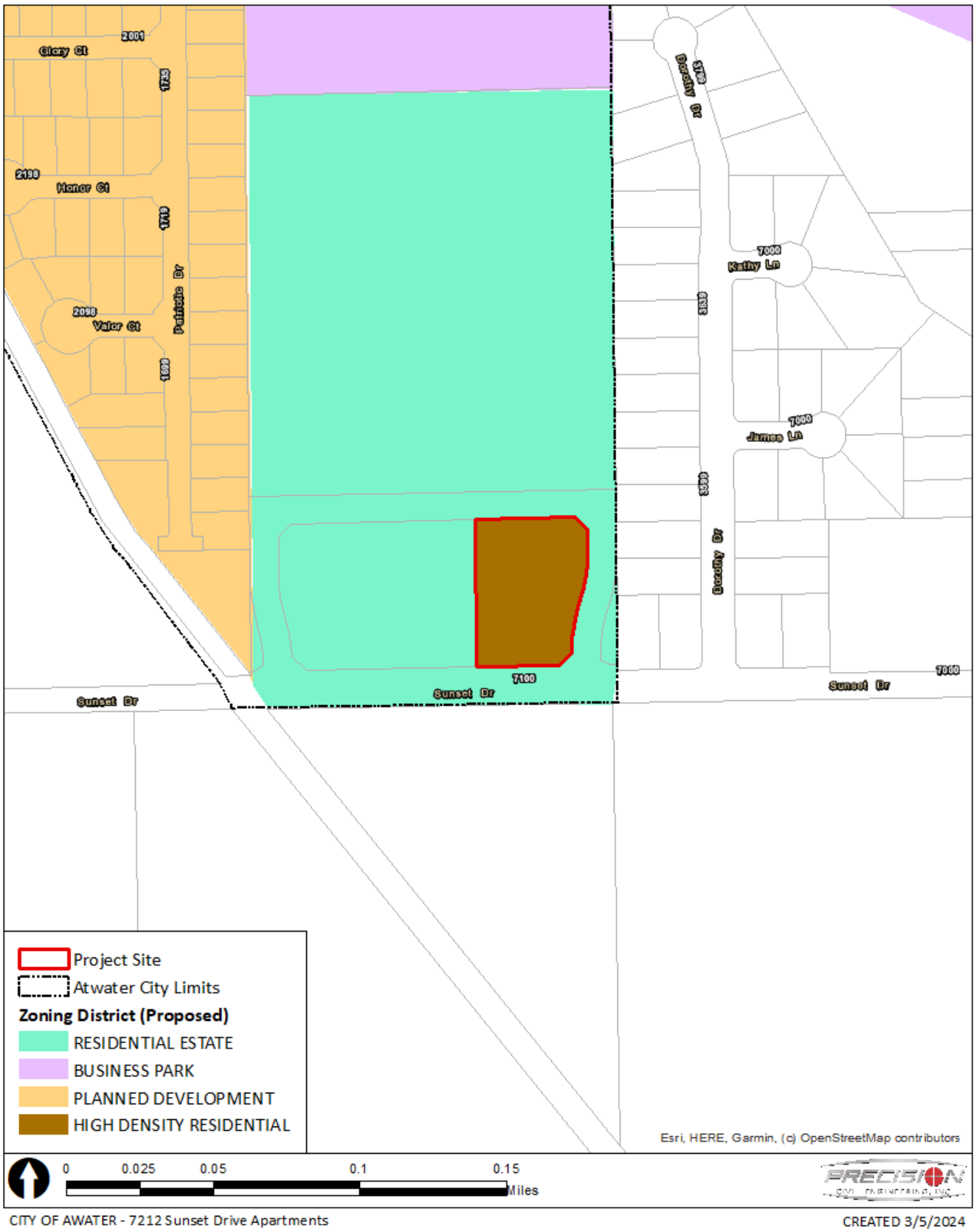


Figure 2-4 City of Atwater General Plan Land Use Designation (Proposed)



CITY OF AWATER - 7212 Sunset Drive Apartments CREATED 3/5/2024

Figure 2-5 City of Atwater Zoning District (Existing)



CITY OF AWATER - 7212 Sunset Drive Apartments CREATED 3/5/2024

Figure 2-6 City of Atwater Zoning District (Proposed)

2.9 Description of Project

Apex Investment Group, LLC (Applicant) requests General Plan Amendment (GPA 23-19-0200), Zone Change (RZ 23-19-0200), Tentative Parcel Map (TPM 23-19-0300), Variance (VAR 23-19-0400), and Site Plan Review (SPR 23-19-0500) pertaining to a 1.13-acre parcel that is located on the northwest corner of Sunset Drive and Everett Drive at 7212 Sunset Dr, Atwater, CA 95301 (APN: 056-540-004-000).

General Plan Amendment (GPA) 23-19-0200 would change the land use designation from VLDR to HDR – High Density Residential (Figure 2-4). According to the General Plan, the HDR land use designation *"is intended to provide for multi-family units such as apartments, and/or condominiums in structures up to four stories in height."* The permitted density range is 15.1 to 35 units per acre.

Zone Change (RZ) 23-19-0100 would change the zoning from R-E to R-3-1.5 – High Density Residential (Figure 2-6). According to *Chapter 17.24* of the Atwater Municipal Code (AMC), the purpose of the R-3 zoning district is to *"provide for high residential density per acre, while protecting the value and charm of the existing residential areas, and to promote health, safety, comfort, convenience, and the general welfare."* Permitted uses include single-family dwellings, duplex, multi-family structures, supportive housing, transitional housing, and accessory uses customarily appurtenant to single-family residence (i.e., garage, parking, private swimming pools, sheds, home occupation). The proposed R-3-1.5 zoning district is consistent with the proposed HDR land use designation.

Tentative Parcel Map (TPM) 23-19-0300 would split the 1.13-acre parcel into three (3) parcels, including Parcel 1, 15,464 square feet (sf.), Parcel 2, 15,837 sf., and Parcel 3, 18,133 sf. (see Figure 2-7).

Variance (VAR) 23-19-0400 would allow a reduction of the rear yard setback from 15 feet to 10 feet.

Site Plan Review (SPR) 23-19-0500 would facilitate the development of a 2-story apartment structure on each parcel. Table 2-1 shows the structure size, landscaping, and dwelling units proposed on each parcel. Development would include paved drive aisles, 38 parking stalls, sidewalks, trash enclosures, landscaping, lighting, and underground utilities. Two (2) bioretention areas are proposed for stormwater collection as well as recreation purposes.

Table 2-1 Proposed Development

Proposed Development	Parcel 1	Parcel 2	Parcel 3
Parcel Size	15,464 sf.	15,837 sf.	18,133 sf.
Structure Size	8,140 sf.	7,260 sf.	7,260 sf.
Number of Dwelling Units	9 units	8 units	8 units
Landscaped Area	4,061 sf.	5,749 sf.	7,742 sf.
Lot Coverage	23.5%	22.9%	20.0%
Parking Stalls	12	11	15

2.10 Project Setting and Surrounding Land Uses

Project Setting

The Project site is currently vacant with no structures. The site contains existing improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. Sunset Drive, a two-lane, east-west local road forms the southerly site boundary. Matthew Street, a two-lane loop, forms the eastern and northern site boundary. An aerial image of the Project site is shown in Figure 2-2.

The site is generally flat and does not contain any geologic formations. The existing biotic conditions and resources of the site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no trees, shrubs, or water features present on the site.

Surrounding Land Uses

The Project site is generally surrounded by institutional use (north), residential use (east and south), and vacant land (west). As referenced in Table 2-2, properties to the north, east, and west are planned and zoned for residential use, and properties to the south is zoned for agricultural use within the County and planned as urban reserve.

Table 2-2 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties

Direction from the Project Site	Existing Land Use	Planned Land Use	Zone District
North	Atwater Valley Community School	Very Low Density Residential	R-E Residential Estate
South	Single-Family Residences	Urban Reserve	A-1 General Agricultural (County)
East	Single-Family Residences	Very Low Density Residential	R-1 Single Family Residential (County)
West	vacant	Very Low Density Residential	R-E Residential Estate

2.11 Site Preparation

Site preparation would include typical grading activities and minor excavation for installation of utility infrastructure for conveyance of water, sewer, stormwater, and irrigation. Demolition will be restricted to areas with newly proposed driveway approachs. Building, grading, encroachment, and site utilities permits would be subject to review and approval by the appropriate agency and/or department to ensure compliance with applicable codes and regulations.

2.12 Project Construction and Phasing

The Project would be constructed in three (3) phases. Phase 1 includes construction of the apartment building on Parcel 2 as well as two (2) ingress/egress points on Matthew Street and Everett Street. Phase 2 includes construction of the apartment building on Parcel 1. Phase 3 includes construction of the apartment building on Parcel 3 as well as the two (2) bioretention areas. Construction is expected to begin in x and conclude in x, with operations beginning in x.

2.13 Project Components

This section describes the overall components of the Project, such as the proposed buildings, landscaping, vehicle and pedestrian circulation, and utilities.

Site Layout and Elevations

As shown in Figure 2-8, the Project proposes a 25-unit multi-family residential development that consists of three (3) residential buildings, 38 parking stalls, two (2) bioretention areas, and associated improvements. The apartment buildings are 8,140 sf., 7,260 sf., and 7,260 sf., with 9 units, 8 units, and 8 units, respectively. Table 2-1 includes a breakdown of the proposed building size, landscaping, and number of parking stalls.

Site Circulation and Parking

The site would be accessible via one (1) point of ingress/egress on Matthew Street and one (1) point of ingress/egress on Everett Street. Existing 5-foot public sidewalks are located along the north, east, and west of the

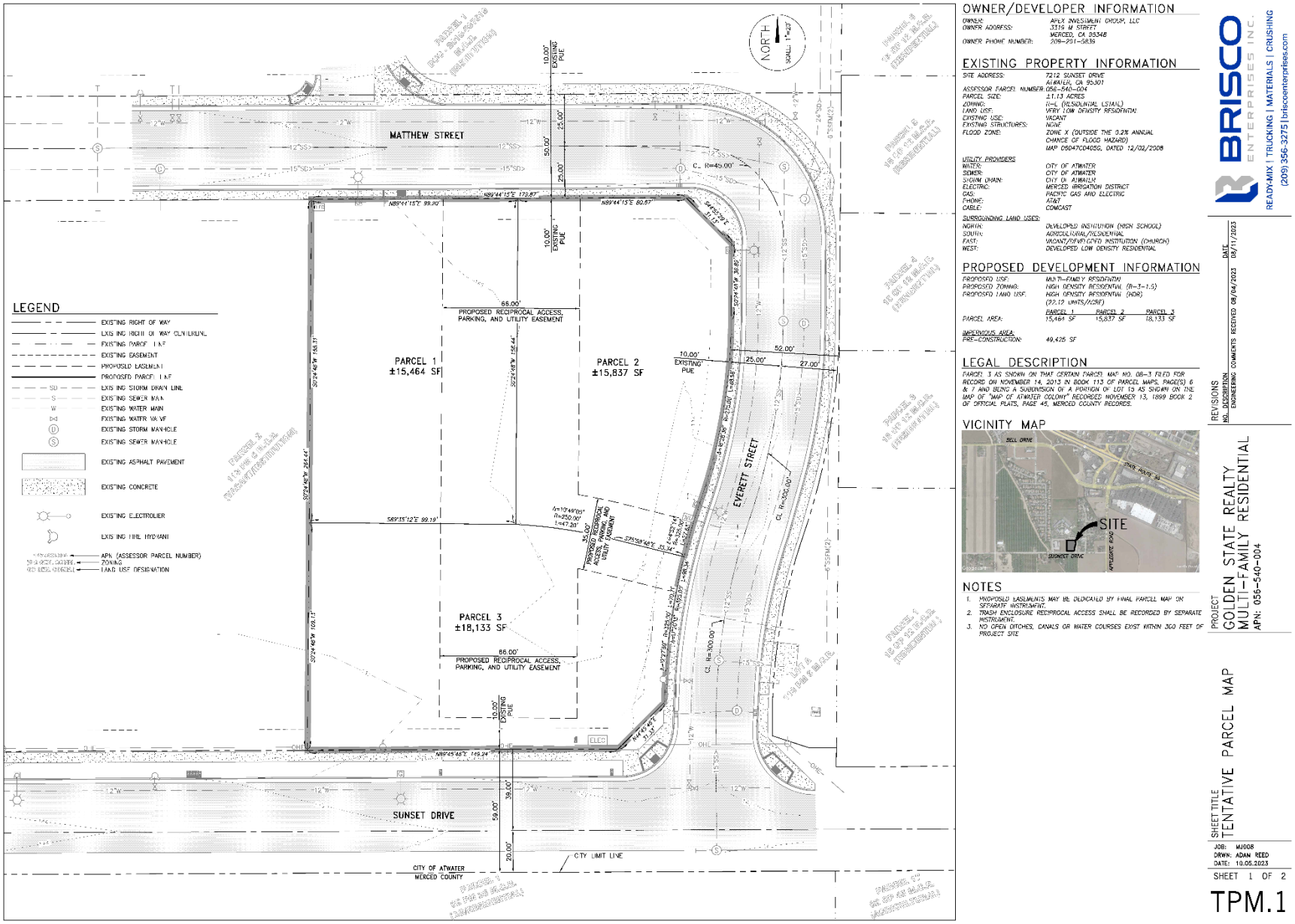
site, connecting to existing sidewalks to the adjacent property to the west. Internal circulation of the site would include a 25-foot drive aisle for automobiles and 5-foot wide concrete sidewalks for pedestrians. The Project proposes 38 parking stalls including 32 standard open parking stalls, 3 compact parking stalls, and 3 accessible parking stalls. Of the 38 parking stalls, 10% of stalls, or 4 stalls, would be required to be "EV capable" in accordance with the 2022 California Green Building Standards Code, Title 24, Part 11.

Open Space and Landscaping

Proposed open space and landscaping is depicted in Figure 2-8. The Project includes a total of 17,552 square feet of common open space throughout the site, including landscaping and areas for bioretention. 14 trees, shrubs, and ground cover are proposed throughout the interior of the site. Impervious area pre- and post-construction are estimated to be 49,425 square feet and 17,260 square feet, respectively.

Public Services and Utilities

The Project site is within city limits and thus, would be required to connect to water, wastewater, and stormwater services. Natural gas, electricity, telecommunications, and solid waste services are provided by private companies. In addition, the Project would be subject to fees for the construction, acquisition, and improvements for public services including but not limited to: Fire Protection Services, Police Protection Services, and Schools.



OWNER/DEVELOPER INFORMATION

OWNER: APEX INVESTMENT GROUP, LLC
OWNER ADDRESS: 3316 M STREET MERCED, CA 95348
OWNER PHONE NUMBER: 209-201-5836

EXISTING PROPERTY INFORMATION

SITE ADDRESS: 7212 SUNSET DRIVE ATWATER, CA 95301
ASSESSOR PARCEL NUMBER: 056-540-004
PARCEL SIZE: ±1.13 ACRES
ZONING: R-L (RESIDENTIAL LIGHT)
LAND USE: VERY LOW DENSITY RESIDENTIAL
EXISTING USE: VACANT
EXISTING STRUCTURES: NONE
FLOOD ZONE: ZONE X (OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD HAZARD) MAP 06047C0405G, DATED 12/02/2008

UTILITY PROVIDERS
WATER: CITY OF ATWATER
SEWER: CITY OF ATWATER
STORM DRAIN: CITY OF ATWATER
ELECTRIC: MERCED IRRIGATION DISTRICT
GAS: PACIFIC GAS AND ELECTRIC
PHONE: AT&T
CABLE: COMCAST

SURROUNDING LAND USES:
NORTH: DEVELOPED INSTITUTION (HIGH SCHOOL)
SOUTH: AGRICULTURAL/RESIDENTIAL
EAST: VACANT/FARMLAND INSTITUTION (CHURCH)
WEST: DEVELOPED LOW DENSITY RESIDENTIAL

PROPOSED DEVELOPMENT INFORMATION

PROPOSED USE: MULTI-FAMILY RESIDENTIAL
PROPOSED ZONING: HIGH DENSITY RESIDENTIAL (R-3-1.5)
PROPOSED LAND USE: HIGH DENSITY RESIDENTIAL (HDR) (22.12 UNITS/ACRE)

	PARCEL 1	PARCEL 2	PARCEL 3
PARCEL AREA:	15,464 SF	15,837 SF	18,133 SF

IMPERVIOUS AREA:
PRE-CONSTRUCTION: 49,426 SF

LEGAL DESCRIPTION

PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 08-3 FILED FOR RECORD ON NOVEMBER 14, 2013 IN BOOK 113 OF PARCEL MAPS, PAGE(S) 6 & 7 AND BEING A SUBDIVISION OF A PORTION OF LOT 13 AS SHOWN ON THE MAP OF "MAP OF ATWATER COLONY" RECORDED NOVEMBER 13, 1899 BOOK 2 OF OFFICIAL PLATS, PAGE 45, MERCED COUNTY RECORDS.

VICINITY MAP

NOTES

1. PROPOSED EASEMENTS MAY BE DEDICATED BY FINAL PARCEL MAP OR SEPARATE INSTRUMENT.
2. TRASH ENCLOSURE RECIPROCAL ACCESS SHALL BE RECORDED BY SEPARATE INSTRUMENT.
3. NO OPEN DITCHES, CANALS OR WATER COURSES EXIST WITHIN 300 FEET OF PROJECT SITE

BRISCO ENTERPRISES INC.
READY-MIX | TRUCKING | MATERIALS | CRUSHING
(209) 356-3275 | briscoenterprises.com

REVISIONS
NO. DESCRIPTION DATE
ENGINEERING COMMENTS RECEIVED 08/04/2023 08/11/2023

PROJECT
GOLDEN STATE REALTY
MULTI-FAMILY RESIDENTIAL
APN: 056-540-004

SHEET TITLE
TENTATIVE PARCEL MAP

JOB: MJ008
DRWN: ADAN REED
DATE: 10.05.2023

SHEET 1 OF 2

TPM.1

Figure 2-7 Tentative Parcel Map

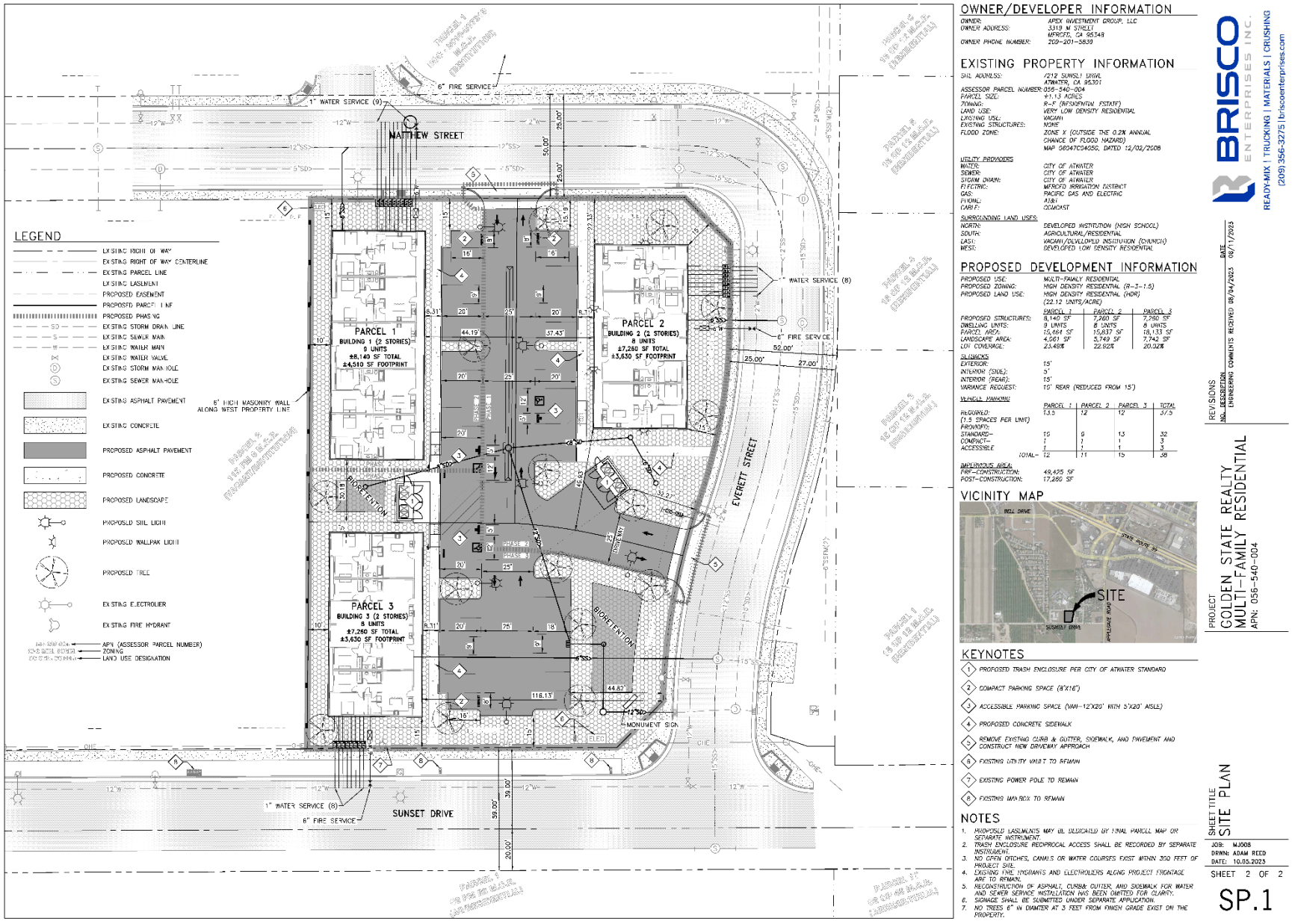


Figure 2-8 Project Site Plan

2.14 Other Public Agencies Whose Approval is Required

The Project would require approval by the City of Atwater City Council. The Project will require review, permits, and/or approvals, such as grading, building, and encroachment permits. Other approvals may be required as identified through the entitlement review and approval process.

2.15 Consultation with California Native American Tribes

The State requires lead agencies to consider the potential effects of proposed projects and consult with California Native American tribes during the local planning process for the purpose of protecting Traditional Tribal Cultural Resources through the CEQA Guidelines. Pursuant to PRC *Section 21080.3.1*, the lead agency shall begin consultation with the California Native American tribe that is traditionally and culturally affiliated with the geographical area of the proposed project. Such significant cultural resources are either sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe which is either on or eligible for inclusion in the California Historic Register or local historic register, or, the lead agency, at its discretion, and support by substantial evidence, choose to treat the resources as a Tribal Cultural Resources (PRC *Section 21074(a)(1-2)*). According to the most recent census data, California is home to 109 currently recognized Indian tribes.

Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC *Section 21083.3.2*.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC *Section 21082.3(c)* contains provisions specific to confidentiality.

A consultation list of tribes with traditional lands or cultural places located within Merced County was requested and received from the California Native American Heritage Commission (NAHC) on December 21, 2023. The listed tribes include Amah Mutsun Tribal Band, Dumna Wo-Wah Tribal Government, North Fork Rancheria of Mono Indians*, North Valley Yokut / Ohlone Tribe, Southern Sierra Miwuk Nation, Table Mountain Rancheria*, Tule River Indian Tribe*, and Wuksachi Indian Tribe/Eshom Valley Band. The NAHC also conducted a Sacred Lands File (SFL) search which was negative. **Federally recognized tribe.*

The City of Atwater conducted formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on January 9, 2024, to the aforementioned tribes. Consultation for AB 52 ends on February 9, 2024, and consultation for SB 18 ends on April 8, 2024. No responses have been received to-date.

3 DETERMINATION

3.1 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- ☐ Aesthetics
- ☐ Agriculture and Forestry Resources
- ☐ Air Quality
- ☐ Biological Resources
- ☒ Cultural Resources
- ☐ Energy
- ☐ Geology and Soils
- ☐ Greenhouse Gas Emissions
- ☐ Hazards and Hazardous Materials
- ☐ Hydrology and Water Quality
- ☐ Land Use Planning
- ☐ Mineral Resources
- ☐ Noise
- ☐ Population and Housing
- ☐ Public Services
- ☐ Recreation
- ☐ Transportation
- ☒ Tribal and Cultural Resources
- ☐ Utilities and Service Systems
- ☐ Wildfire

For purposes of this Initial Study, the following answers have the corresponding meanings:

"No Impact" means the specific impact category does not apply to the project, or that the record sufficiently demonstrates that project specific factors or general standards applicable to the project will result in no impact for the threshold under consideration.

"Less Than Significant Impact" means there is an impact related to the threshold under consideration, but that impact is less than significant.

"Less Than Significant with Mitigation Incorporation" means there is a potentially significant impact related to the threshold under consideration, however, with the mitigation incorporated into the project, the impact is less than significant. For purposes of this Initial Study "mitigation incorporated into the project" means mitigation originally described in the GP PEIR and applied to an individual project, as well as mitigation developed specifically for an individual project.

"Potentially Significant Impact" means there is substantial evidence that an effect may be significant related to the threshold under consideration.

3.2 Determination

On the basis of this initial evaluation (to be completed by the Lead Agency):

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An EIR is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Approved By:

Greg Thompson, City Manager/Community Development Director Date
City of Atwater, Community Development Department

4 EVALUATION OF ENVIRONMENTAL IMPACTS

4.1 AESTHETICS

Except as provided in Public Resources Code Section 21099, **would the project:**		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista?				X
b)	Substantially damage scenic resources, including, but not limited to, trees, rock out-croppings, and historic buildings within a state scenic highway?				X
c)	In non-urbanized areas, substantially degrade the existing visual character or quality public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

4.1.1 Environmental Setting

Generally, aesthetics may include scenic vistas and scenic resources (e.g. trees, rock outcroppings, historic buildings, and highways). The City of Atwater's visual features predominately includes urbanized and agricultural land uses. The Atwater General Plan (General Plan) recognizes the city's scenic resources to be "open space areas" (i.e., agricultural lands) in addition to several transportation routes or "scenic corridors". The General Plan does not identify or designate "scenic vistas." The identified scenic corridors include Atwater Boulevard, First Street, Bellevue Road, Shaffer Road, Winton Way, Broadway from Winton Way to First Street, Buhach Road, Third Street, Part of Grove Avenue, and all entrances to the city. Although there are two (2) state-designated scenic highways in the County of Merced (SR 152 and Interstate 5), these highways are not within city limits and thus, the City does not designate them as scenic resources. Lastly, the General Plan identifies places of contemporary historical significance in the city including the Bloss Manson, Bloss Library, and Castle Air Museum.

The Project site is currently vacant with improvements along all street frontages. The site is generally flat and does not contain any geologic formations. The Project site is generally surrounded by institutional use (north), residential use (east and south), and vacant land (west).

California Scenic Highway Program

The California Scenic Highway Program was established in 1963 with the purpose of protecting and enhancing the natural scenic beauty of California highways and adjacent corridors, through special conservation treatment. A highway may be designated scenic depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view. There are no officially designated State Scenic Highways in the City of Atwater, inclusive of the Project site. [1]

4.1.2 Impact Assessment

Except as provided in PRC Section 21099, would the project:

a) Have a substantial adverse effect on a scenic vista?

No Impact. The Project site is vacant and surrounded by urban development. The site is not adjacent to scenic corridors identified in the General Plan. In addition, the site is not near state-designated scenic highways and does not contain any historic buildings or places of contemporary historical significance according to the General Plan. As a result, the Project would not adversely affect scenic vistas and no impact would occur because of the Project.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. According to the California State Scenic Highway Program, there are no officially designated State Scenic Highways in the City of Atwater, inclusive of the Project site. As such, the proposed Project would not damage scenic resources, including trees, rock out-croppings, and historic buildings within a state scenic highway and no impact would occur as a result of the Project.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. The Project site is in an urbanized area surrounded by urban development, including institutional and residential uses. Development of the Project site, including three (3) 2-story apartment buildings, will not have a significantly different character from the surrounding area. Further, the proposed use is subject to compliance with applicable zoning and other regulations governing scenic quality, which will ensure the minimization of any visual impact by upholding the visual character or quality of public views of the site and its surroundings. Through the entitlement process, the Project would be subject to compliance with applicable policies and regulations that govern scenic quality including but not limited to the General Plan, AMC, and California Building

[1] Caltrans. California State Scenic Highway System Map. Accessed on December 12, 2023, https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa

Code (CBC). Compliance would ensure that development of the site would not conflict with applicable zoning and other regulations governing scenic quality. Therefore, a less than significant impact would occur because of the Project.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Generally, lighting impacts are associated with artificial lighting in evening hours either through interior lighting from windows or exterior lighting (e.g., street lighting, parking lot lighting, landscape lighting, cars, and trucks). Development of the Project site would incrementally increase the amount of light from streetlights, exterior lighting, and vehicular headlights. Such sources could create adverse effects on day or nighttime views in the area.

As mentioned above, the Project would introduce new light sources into the area, including temporary light and glare resulting from construction activities that could adversely affect day or nighttime views. Although construction activities are anticipated to occur primarily during daylight hours, it is possible that some activities could occur during dusk or early evening hours (pursuant to Atwater Municipal Code *Section 8.44.050*, construction activities are allowed between 7:00 AM and 7:00 PM). Construction during these time periods could result in light and glare from construction vehicles or equipment. However, construction would occur primarily during daylight hours and would be temporary in nature. Once construction is completed, any light and glare from these activities would cease to occur.

Regarding operations, the Project includes lighting fixtures to provide interior lighting, lamps, outdoor lighting, etc. Lighting design would be required to comply with the AMC, which contains specific, enforceable requirements and/or restrictions intended to prevent light and glare impacts (pursuant to Atwater Municipal Code *Section 8.32.030*, the City does not allow lights, lighted signs, or other devices that direct or reflect glare onto public right-of-way or neighboring properties). The lighting design guide covers outdoor spaces including regulations for mounted luminaires (i.e., high efficacy, motion sensor controlled, time clocks, energy management control systems, etc.). As such, conditions imposed on the Project by the City of Atwater, in addition to Title 24 requirements, would reduce light and glare impacts to a less than significant impact.

4.1.3 Mitigation Measures

None required.

4.2 AGRICULTURE AND FORESTRY RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farm-land), as shown on the maps prepared pursuant to the Farmland Mapping and Monito-ring Program of the California Resources Agency, to non-agricultural use?				X
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				X
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

4.2.1 Environmental Setting

The Project site is located within the Atwater city limits and is planned and zoned for residential uses. The site is generally flat and does not contain any geologic formations. The Project site is generally surrounded by institutional use, residential use, and vacant land. The Project site is currently vacant with improvements including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. The existing biotic conditions and resources of the site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no trees, shrubs, or water features present on the site. Lastly, the Project site does not contain any agricultural or forestry resources such as agricultural land, forest land, or timberland.

Farmland Monitoring and Mapping Program

The California Department of Conservation manages the Farmland Mapping and Monitoring Program (FMMP) that provides maps and data for analyzing land use impacts to farmland. The FMMP produces the Important Farmland Finder as a resource map that shows quality (soils) and land use information. Agricultural land is rated according to soil quality and irrigation status, in addition to many other physical and chemical characteristics. The highest quality land is called "Prime Farmland" which is defined by the FMMP as *"farmland with the best combination of physical and chemical features able to sustain long term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.* [2] Maps are updated every two years. According to the FMMP, California Important Farmland Finder, the Project site, and all properties in its immediate vicinity are classified as "Urban and Built-Up Land." [3]

California Land Conservation Act

The California Land Conservation Act of 1965 (i.e., the Williamson Act) allows local governments to enter contracts with private landowners to restrict parcels of land agricultural or open space uses. In return, property tax assessments of the restricted parcels are lower than full market value. The minimum length of a Williamson Act contract is 10 years and automatically renews upon its anniversary date; as such, the contract length is essentially indefinite. The Project site is not subject to the Williamson Act.

4.2.2 Impact Assessment

Would the project:

a) *Conv*ert *Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farm*l*and Mapping and Monitoring Program of the California Resources Agency, to non-agricultural* use?

No Impact. According to the FMMP, the Project site is designated as "Urban and Built-Up Land." As such, the Project site is not located on lands designated as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Importance." Therefore, the Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use and no impact would occur.

b) *Conflict with existing zoning for agricultural use or a Williamson Act contract?*

No Impact. The Project site is not zoned for agricultural use and is not subject to the Williamson Act. Therefore, the Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract and no impact would occur.

c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

[2] California Department of Conservation. Important Farmland Categories. Accessed on December 12, 2023, https://www.conservation.ca.gov/dlrp/fmmp/Pages/Important-Farmland-Categories.aspx
[3] California Department of Conservation. (2018). California Important Farmland Finder. Accessed on December 12, 2023, https://maps.conservation.ca.gov/DLRP/CIFF/

No Impact. The Project site does is not planned or zoned for forest land or timberland. Further, the Project site would not cause the rezoning of forest land, timberland, or timberland zoned Timberland Production. As a result, the Project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production and no impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The Project site does not contain forest land and is not planned or zoned for forest land or forest uses. Development of the Project site would therefore not result in the loss of forest land or conversion of forest land to non-forest use. As a result, no impact would occur.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No impact. The Project site is planned and zoned for residential uses and does not contain agricultural or forestry uses or resources. The properties in the immediate vicinity of the Project site also do not contain agricultural or forestry uses or resources. According to the FMMP, California Important Farmland Finder, the Project site and the properties in its immediate vicinity are classified as "Urban and Built-Up Land." Therefore, future development of the Project site with residential development would be generally consistent with the existing environment of the surrounding, urbanized, and non-agricultural or forestry uses. As a result, the Project would not involve other changes in the existing environment that could result in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. Therefore, no impact would occur because of the Project.

4.2.3 Mitigation Measures

None required.

4.3 AIR QUALITY

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Conflict with or obstruct implementation of the applicable air quality plan?			X	
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c)	Expose sensitive receptors to substantial pollutant concentrations?			X	
d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

4.3.1 Environmental Setting

Atwater lies within the central portion of the San Joaquin Valley Air Basin that is bounded by the Sierra Nevada Mountain range to the east, Coastal Ranges to the west, and Tehachapi mountains to the south. The San Joaquin Valley Air Pollution Control District (SJVAPCD) regulates air quality in eight counties including: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare. The SJVAPCD oversees the SJVAB.

Impacts on air quality result from emissions generated during short-term activities (construction) and long-term activities (operations). Construction-related emissions consist mainly of exhaust emissions (NOx and PM) from construction equipment and other mobile sources, and fugitive dust (PM) emissions from earth moving activities. Operational emissions are source specific and consist of permitted equipment and activities and non-permitted equipment and activities.

Air pollution in the SJVAB can be attributed to both human-related (anthropogenic) and natural (non-anthropogenic) activities that produce emissions. Air pollution from significant anthropogenic activities in the SJVAB includes a variety of industrial-based sources as well as on- and off-road mobile sources. Four main sources of air pollutant emissions in the SJVAB are motor vehicles, industrial plants, agricultural activities, and construction activities. All four (4) of the major pollutant sources affect ambient air quality throughout the SJVAB. These sources, coupled with geographical and meteorological conditions unique to the area, stimulate the formation of unhealthy air. Air pollutants can remain in the atmosphere for long periods and can build to unhealthful levels when stagnant conditions that are common in the San Joaquin Valley occur. Pollutants are transported downwind from urban areas with many emission sources which are also recirculated back to the urban areas.

Further, the SJVAB is in non-attainment for ozone, PM_{10}, and $PM_{2.5}$, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. Air quality standards have been set to protect

public health, particularly the health of vulnerable people. Therefore, if the concentration of those contaminants exceeds the norm, some susceptible individuals in the population are likely to experience health effects. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects.

San Joaquin Valley Air Pollution Control District

The SJVAPCD is the agency primarily responsible for ensuring that NAAQS and CAAQS are not exceeded and that air quality conditions are maintained in the SJVAB, within which the Project is located. Responsibilities of the SJVAPCD include, but are not limited to, preparing plans for the attainment of ambient air quality standards, adopting and enforcing rules and regulations concerning sources of air pollution, issuing permits for stationary sources of air pollution, inspecting stationary sources of air pollution and responding to citizen complaints, monitoring ambient air quality and meteorological conditions, and implementing programs and regulations required by the FCAA and the CCAA.

The SJVAPCD rules and regulations that may apply to projects that will occur during buildout of the project include but are not limited to the following:

> ***Rule 2010 – Permits Required.*** *The purpose of this rule is to require any person constructing, altering, replacing or operating any source operation which emits, may emit, or may reduce emissions to obtain an Authority to Construct or a Permit to Operate. This rule also explains the posting requirements for a Permit to Operate and the illegality of a person willfully altering, defacing, forging, counterfeiting or falsifying any Permit to Operate.*
>
> ***Rule 2201 – New and Modified Stationary Source Review Rule.*** *The purpose of this rule is to provide for the following:*
>
> *The review of new and modified Stationary Sources of air pollution and to provide mechanisms including emission trade-offs by which Authorities to Construct such sources may be granted, without interfering with the attainment or maintenance of Ambient Air Quality Standards; and*
>
> *No net increase in emissions above specified thresholds from new and modified Stationary Sources of all nonattainment pollutants and their precursors.*
>
> ***Rule 4001 – New Source Performance Standards.*** *This rule incorporates the New Source Performance Standards from Part 60, Chapter 1, Title 40, Code of Federal Regulations (CFR).*
>
> ***Rule 4002 – National Emission Standards for Hazardous Air Pollutants.*** *This rule incorporates the National Emission Standards for Hazardous Air Pollutants from Part 61, Chapter I, Subchapter C, Title 40, Code of Federal Regulations (CFR) and the National Emission Standards for Hazardous Air Pollutants for Source Categories from Part 63, Chapter I, Subchapter C, Title 40, Code of Federal Regulations (CFR).*
>
> ***Rule 4102 – Nuisance.*** *The purpose of this rule is to protect the health and safety of the public and applies to any source operation that emits or may emit air contaminants or other materials.*
>
> ***Rule 4601 – Architectural Coatings.*** *The purpose of this rule is to limit VOC emissions from architectural coatings. This rule specifies architectural coatings storage, cleanup, and labeling requirements.*

Rule 4641 – Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations. *The purpose of this rule is to limit VOC emissions from asphalt paving and maintenance operations. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.*

Regulation VIII – Fugitive PM10 Prohibitions. *The purpose of Regulation VIII (Fugitive PM10 Prohibitions) is to reduce ambient concentrations of fine particulate matter (PM10) by requiring actions to prevent, reduce or mitigate anthropogenic fugitive dust emissions.*

Rule 9510 – Indirect Source Review. *The purposes of this rule are to:*

1. Fulfill the District's emission reduction commitments in the PM10 and Ozone Attainment Plans.

2. Achieve emission reductions from the construction and use of development projects through design features and on-site measures.

3. Provide a mechanism for reducing emissions from the construction of and use of development projects through off-site measures.

Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the SJVAPCD has published the *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI). SJVAPCD recommends a three (3)-tiered approach to air quality analysis based on project size to allow quick screening for CEQA impacts:

1. ***Small Project Analysis Level (SPAL):*** based on the District's New Source Review, the District pre-quantified emissions and determined values as thresholds of significance for criteria pollutants. Residential, commercial, retail, industrial, educational, and recreational land uses are eligible to use this for screening. The SPAL was published on November 13, 2020, by the SJVAPCD to determine potential impacts in GAMAQI.[4] SPAL is based on a CalEEMod version 2016.3.2.
2. ***Cursory Analysis Level (CAL):*** CAL is used to determine significance on projects that exceed the SPAL criteria. Analysis includes using CalEEMod to estimate emissions and air pollutants.
3. ***Full Analysis Level (FAL):*** this level of analysis is usually required for an EIR. It requires a full air quality report that describes impacts on the public.

GAMAQI also includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD-recommended thresholds of significance are used to determine whether implementation of the proposed Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact on human health and welfare. The thresholds of significance are summarized, as follows:

[4] San Joaquin Valley Air Pollution Control District. (2020). "Small Project Analysis Levels (SPAL)". Accessed on December 12, 2023, https://www.valleyair.org/transportation/CEQA%20Rules/GAMAQI-SPAL.PDF

Criteria Air Pollutants

SJVAPCD adopted thresholds of significance for criteria air pollutants, as shown in Table 4-1. The thresholds of significance are based on a calendar year basis. For construction emissions, the annual emissions are evaluated on a rolling 12-month period. The following summarizes these thresholds:

Short-Term Emissions of Particulate Matter (PM_{10}): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NOX): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_X that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM_{10}): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM_{10} that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NOX): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NOX that exceeds 10 TPY.

Table 4-1 SJVAPCD Recommended Air Quality Thresholds of Significance.[5]

Pollutant	Significance Threshold	
	Construction Emissions (tons/year)	Operational Emission (tons/year)
CO	100	100
NO_X	10	10
ROG	10	10
SO_X	27	27
PM_{10}	15	15
$PM_{2.5}$	15	15

Conflict with or Obstruct Implementation of Applicable Air Quality Plan

Air Quality Plans (AQPs) are plans for reaching the attainment of air quality standards. The applicable AQP for the SJVAB is the GAMAQI. Due to the region's nonattainment status for ozone, $PM_{2.5}$, and PM_{10}, if the Project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM_{10} would exceed the SJVAPCD's significance thresholds, then the Project would be considered to be conflicting with the AQP. In addition, if the Project would result in a change in land use and corresponding increases in vehicle miles traveled, the Project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans. Vehicle Miles Traveled are analyzed in Section 4.17.

Local Mobile-Source CO Concentrations

[5] SJVAPCD. (2015). Guidance for Assessing and Mitigating Air Quality Impacts. Accessed on December 12, 2023, https://www.valleyair.org/transportation/GAMAQI-2015/FINAL-DRAFT-GAMAQI.PDF

Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e., 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Toxic Air Contaminants

Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than one (1).

As recommended by the SJVAPCD, the latest approved California Air Pollution Control Officer's Association (CAPCOA) methodology was utilized as the TAC screening methodology. According to the CAPCOA Guidance Document titled "Health Risk Assessments for Proposed Land Use Projects," there are two types of land use project that have the potential to cause long-term public health risk impacts. These project types are as follows:

- *Type A: Land use projects with toxic emissions that impact receptors, and*
- *Type B: Land use project that will place receptors in the vicinity of existing toxics sources.*

In this Guidance document, Type A projects examples are (project impacts receptors):

- *combustion related power plants,*
- *gasoline dispensing facilities,*
- *asphalt batch plants,*
- *warehouse distribution centers,*
- *quarry operations, and*
- *other stationary sources that emit toxic substances.*

Odor

The intensity of an odor source's operations and its proximity to sensitive receptors influences the potential significance of odor emissions. Specific land uses that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. The SJVAPCD has identified these common types of facilities that have been known to produce odors in the SJVAB and has prepared screening levels for potential odor sources ranging from one to two miles of distance from the odor-producing facility to sensitive receptors. Odor impacts would be considered significant if the project has the potential to frequently expose members of the public to objectionable odors.

Ambient Air Quality

The SJVAPCD applies the following guidance in determining whether an ambient air quality analysis should be performed: when assessing the significance of project-related impacts on air quality, it should be noted that the impacts may be significant when on-site emission increases from construction activities or operational activities exceed the 100 pounds per day screening level of any criteria pollutant after implementation of all enforceable mitigation measures. Under such circumstances, the SJVAPCD recommends that an ambient air quality analysis be performed.

Small Project Analysis Level

The SPAL identifies pre-quantified emissions and determined values related to project type, size, and number of vehicle trips. According to the SPAL, projects that fit specified descriptions are deemed to have a less than significant impact on air quality and as such are excluded from quantifying criteria pollutant emissions for CEQA purposes.

Methodology

SJVACPD's Guidelines recommend using the CalEEMod software program to calculate project emissions. CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions from land use projects. The model quantifies direct emissions from construction and operation (including vehicle use), as well as indirect emissions, such as emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. The model also identifies mitigation measures to reduce criteria pollutant and GHG emissions. The Project's construction and operational emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2020.4.0.

4.3.2 Impact Assessment

Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. The Project would not conflict with the applicable air quality plan if the Project does not exceed the adopted quantitative thresholds for criteria pollutant emissions that are established in the GAMAQI, as demonstrated in the Thresholds of Significance above. As stated above, the SJVAPCD recommends a three (3)-tiered approach to analyze projects for significant impacts on air quality. The first tier is the Small Project Analysis Level (SPAL), which adopts a threshold of significance according to the use type, size, and number of vehicle trips of a project. As demonstrated below, the proposed Project would not have any significant effects relating to air quality pursuant to SPAL.

Based on the Project description, the most applicable land use type for the proposed Project is Low Rise Apartment. The Project proposes the development of three (3) apartment buildings totaling 25 dwelling units. The corresponding threshold for this land use compared to the Project is shown in Table 4-2. As shown, the Project is below all thresholds and therefore, the Project is assumed to result in air quality impacts that are below the identified thresholds of significance and thus, a less than significant impact would occur.

Table 4-2 SPAL Significance Thresholds

	SPAL Threshold	Proposed Project	Exceed Threshold?
Size/Unit	224 dwelling units	25 dwelling units	No
Average Daily One-way Trips for All Fleet Types (Except Heavy-Heavy Duty Trucks (HHDT)) *	800	168.5	No
Average Daily One-way for HHDT trips only (50-mile trip length)	15	0	No

** Average daily trips generated by the Project is estimated using ITE Trip Generation Manual 11th Edition. See detailed calculations in Section 4.17 TRANSPORTATION.*

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact. The SJVAB is in non-attainment for ozone, PM_{10}, and $PM_{2.5}$, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. The requirements have been set to protect public health, particularly the health of vulnerable populations. Therefore, if the concentration of those contaminants exceeds the norm, some susceptible individuals in the population are likely to experience health effects. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects as analyzed in criterion a) above, the Project would have a less than significant impact on air quality and are excluded from quantifying criteria pollutant emissions for CEQA purposes. Therefore, the Project would not result in significant cumulative health impacts because the emissions are not at a level that would be considered cumulatively significant. As such, the Project would have a less than significant impact.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptors include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling units. The nearest sensitive receptors to the Project site are single-family residences located adjacent to Everett Street, approximately 90 feet east of the Project site, and Atwater Community School, approximately 150 feet north of the site (measured from the Project's property line to existing structures of the sensitive receptors. As stated under criterion a) above, emissions during construction or operation would not reach the significance thresholds and would not be anticipated to result in concentrations that reach or surpass ambient air quality requirements.

Further, anticipated development that would result from Project implementation would not be uses that would generate toxic emissions (i.e., Type A uses identified by the CAPCOA guidelines). Although emissions would be emitted during construction of the site (i.e., through diesel fuel and exhaust from equipment), emissions would be temporary and last only during construction activities. In addition, construction activities would be required to comply with all rules and regulations administered by the SJVAPCD including but not limited to Rule 9510 (Indirect Source Review), Regulation VIII (Fugitive PM_{10} Prohibitions), Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), Rule 4402 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). Impacts would be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. Specific uses and operations that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. The Project would not consist of such land uses; rather, implementation of the proposed Project would facilitate the development of three (3) apartment buildings with a total of 25 dwelling units, and thus is unlikely to produce odors that would be considered to adversely affect a substantial number of people. Therefore, a less than significant impact would occur.

4.3.3 Mitigation Measures

None required.

4.4 BIOLOGICAL RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f)	Conflict with provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.				X

4.4.1 Environmental Setting

The Project site is located within the Atwater city limits and is planned and zoned for residential use. The Project site is currently vacant with no structures. The site contains existing improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. The existing biotic conditions and resources of the site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no trees, shrubs, or water features present on the site.

U.S. Fish and Wildlife – Special-Status Species Database

The U.S. Fish and Wildlife Service (USFWS) operates an "Information for Planning and Consultation" (IPaC) database, which is a project planning tool for the environmental review process that provides general information on the location of special-status species that are "known" or "expected" to occur (note: the database does not provide occurrences; refer to the California Department of Fish and Wildlife – Natural Diversity Database below). [6] Specifically, the IPaC database identifies nine (9) special-status species that are potentially affected by activities in the Project site including: San Joaquin Kit Fox (endangered), Northwestern Pond Turtle (proposed threatened), California Tiger Salamander (threatened), Monarch Butterfly (candidate), Valley Elderberry Longhorn Beetle (threatened), conservancy fairy shrimp (endangered), vernal pool fairy shrimp (threatened), vernal pool tadpole shrimp (endangered), Colusa grass (threatened).

U.S. Fish and Wildlife – Critical Habitat Report

Once a species is listed under the federal Endangered Species Act, NOAA Fisheries is required to determine whether there are areas that meet the definition of Critical Habitat. Per NOAA Fisheries, Critical Habitat is defined as:

- *Specific areas within the geographical area occupied by the species at the time of listing that contain physical or biological features essential to conservation of the species and that may require special management considerations or protection; and*
- *Specific areas outside the geographical area occupied by the species if the agency determines that the area itself is essential for conservation.* [7]

The process of Critical Habitat designation is complex and involves the consideration of scientific data, public and peer review, economic, national security, and other relevant impacts.

According to the Critical Habitat for Threatened & Endangered Species Report updated November 28, 2023, the City of Atwater, inclusive of the Project site and its immediate vicinity (0.5-mile radius from the site) are not located within a federally designated Critical Habitat. [8] No critical habitats are identified in the city limits. The closest

[6] U.S. Fish and Wildlife Service. Information and Planning Consultation Online System. Accessed on December 12, 2023, https://ecos.fws.gov/ipac/

[7] National Oceanic and Atmospheric Administration (NOAA). Critical Habitat. Accessed on December 12, 2023, https://www.fisheries.noaa.gov/national/endangered-species-conservation/critical-habitat#key-regulations

[8] U.S. Fish & Wildlife. (2021). ECOS Environmental Conservation Online System - USFWS Threatened & Endangered Species Active Critical Habitat Report (updated March 23, 2023). Accessed December 12, 2023, https://ecos.fws.gov/ecp/report/table/critical-habitat.html

federally designated Critical Habitat is located approximately 5.7 miles southwest and 5.9 northeast of the Project site designated for the Colusa grass (Neostapfia colusana).

U.S. Fish & Wildlife Service – National Wetlands Inventory

The USFWS provides a National Wetlands Inventory (NWI) with detailed information on the abundance, characteristics, and distribution of U.S. wetlands. A search of the NWI shows no federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) on the Project site or within the immediate vicinity (0.5-mile radius) of the Project site. [9] The NWI does not identify any water features within the Project site. The closest water feature is the irrigation canal identified is a 25.5-acre R4SBCx riverine habitat, 0.1 miles southwest of the Project site. R4SBCx indicates Riverine System (R) with flowing water only part of the year (4) that is completely dewatered at low tide (SB) and seasonally flooded (C) and has been excavated by humans (x) (i.e., canal). Additionally, the Project site is not within or adjacent to a riparian area nor does the site contain water features.

Environmental Protection Agency – WATERS Geoviewer

The U.S. Environmental Protection Agency (EPA) WATERS GeoViewer provides a GeoPlatform based web mapping application of water features by location. According to the WATERS GeoViewer, there is a catchment within the Project site, where a catchment is defined as a local drainage area for a specific stream segment. An irrigation canal runs to the north of the Project site. There are no streams, canals, or waterbodies on the Project site. [10]

California Department of Fish and Wildlife – Natural Diversity Database

The California Department of Fish and Wildlife (CDFW) operates the California Natural Diversity Database (CNDDB), which is an inventory of the status and locations of rare plants and animals in California in addition to the reported occurrences of such species.[11] According to the CDFW CNDDB, there are 11 special-status species with a total of 24 occurrences that have been observed and reported to the CDFW in or near the Atwater Quad as designated by the United States Geological Survey (USGS). Of the 11 species, there are five (5) federally or state-listed species: tricolored blackbird, vernal pool fairy shrimp, Swainson's hawk, Colusa grass, and San Joaquin kit fox. [12] Appendix A lists the CNDDB-identified animal and plant species within the Atwater Quad, including their habitat and occurrences.

The CNDDB also provides CNDDB-known occurrences within a set geographic radius. Figure 4-5 shows the CNDDB-identified occurrences of animal and plant species within the five (5)-mile radius of the Project site. Table 4-3 lists all federally or state-listed special-status species CNDDB-known occurrences within the five (5)-mile radius of the Project site. As shown, the nearest occurrence is the San Joaquin kit fox occurrence 1.8 miles northeast of the Project site, dated 1999. Other species that are not federally or state-listed that are near the Project site include burrowing owl. The CNNDB ranks occurrences by the condition of habitat and ability of the species to persist over

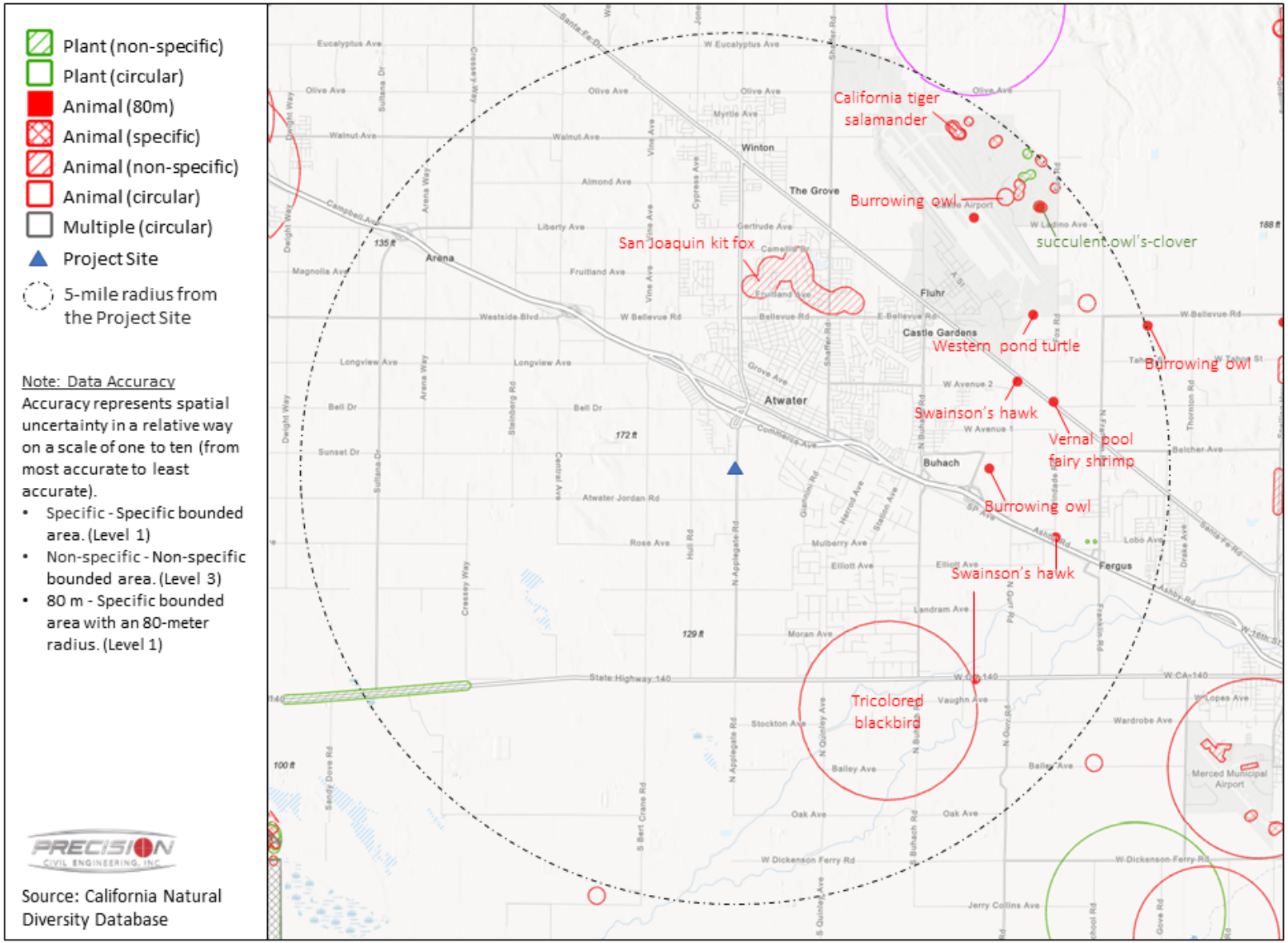
[9] U.S. Fish & Wildlife Service. National Wetlands Inventory. Accessed December 12, 2023, https://www.fws.gov/wetlands/data/Mapper.html
[10] U.S. Environmental Protection Agency. WATERS GeoViewer. Accessed December 12, 2023, https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=074cfede236341b6a1e03779c2bd0692
[11] California Department of Fish and Wildlife. California Natural Diversity Database. Accessed December 12, 2023, https://wildlife.ca.gov/Data/CNDDB
[12] California Department of Fish and Wildlife. Biogeographic Information and Observation System 6. Accessed December 12, 2023, https://apps.wildlife.ca.gov/rarefind/view/RareFind.aspx#

time. As shown, the occurrences within the five (5)-mile radius of the Project site are ranked as poor, fair, and good. Table 4-4 provides an analysis of essential habitats and the potential for the existence of the special-status species to exist on the Project site.

Table 4-3 Special-Status Species Occurrences within 5-mile radius of Project site

Species	Date	Rank	Distance to site
San Joaquin kit fox	1999/08/20	Poor	1.8 miles northeast
Swainson's hawk	2007/06/28	Good	3.4 miles northeast
Tricolored blackbird	1971/05/09	Unknown	3.4 miles southeast
Vernal pool fairy shrimp	1997/02/13	Fair	3.8 miles northeast
Western pond turtle	2006/10/13	Fair	3.8 miles northeast
Swainson's hawk	2008/05/14	Fair	3.8 miles southeast
Swainson's hawk	2008/05/14	Fair	3.9 miles southeast
California tiger salamander	2016/02/17	Fair	4.4 miles northeast
succulent owl's-clover	1997/04/19	Poor	4.5 miles northeast
succulent owl's-clover	1997/04/19	Poor	4.6 miles northeast

Only federally or state-listed threatened/endangered/candidate species are listed in the table.
Extirpated or possible extirpated occurrences are not shown in the table.



CITY OF ATWATER – 7212 Sunset Drive Apartments Created 12/12/2023

Figure 4-1 CNDDB Species Occurrences

Table 4-4 Essential Habitats and Potential Existence of Special-Status Species on Site

Special-Status Species	General Habitat	Micro Habitat	Assessment
San Joaquin kit fox	Annual grasslands or grassy open stages with scattered shrubby vegetation.	Need loose-textured sandy soils for burrowing, and suitable prey base.	The Project site consists of sand and sandy loam and is covered by ruderal vegetation, which could be suitable habitat for San Joaquin kit fox. However, the Project site is small and is located within an urbanized area with surrounding institutional and residential development. In addition, the occurrence of the San Joaquin kit fox records movement along the irrigation canal north of the site, which is approximately 1.8 miles north of the Project site. As such, there is little potential for the existence of San Joaquin kit fox on the Project site.
Succulent owl's-clover	Vernal pools.	Moist places, often in acidic soils. 20-705 m.	The Project site does not contain water features. As such, the site does not provide suitable habitat.
California tiger salamander	Lives in vacant or mammal-occupied burrows throughout most of the year; in grassland, savanna, or open woodland habitats.	Need underground refuges, especially ground squirrel burrows, and vernal pools or other seasonal water sources for breeding.	The Project site does not contain grassland, burrows, woodland, or waterbodies. As such, the site does not provide suitable habitat.
Vernal pool fairy shrimp	Endemic to the grasslands of the Central Valley, Central Coast mountains, and South Coast mountains, in astatic rain-filled pools.	Inhabit small, clear-water sandstone-depression pools and grassed swale, earth slump, or basalt-flow depression pools.	The Project site does not contain grassland or waterbodies. As such, the site does not provide suitable habitat.
Swainson's hawk	Breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees.	Requires adjacent suitable foraging areas such as grasslands, or alfalfa or grain fields supporting rodent populations.	The Project site does not contain grassland, alfalfa, or grain fields. As such, the site does not provide suitable habitat.
Tricolored blackbird	Highly colonial species, most numerous in central valley and vicinity. Largely endemic to California.	Requires open water, protected nesting substrate, and foraging area with insect prey within a few km of the colony.	The Project site does not contain any open water. As such, the site does not provide suitable habitat.
Western pond turtle	A thoroughly aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches, usually with aquatic vegetation, below 6000 ft elevation.	Needs basking sites and suitable (sandy banks or grassy open fields) upland habitat up to 0.5 km from water for egg-laying.	The Project site does not contain any open water. As such, the site does not provide suitable habitat.

California Fish and Game Code

Sections 3503, *3503.5*, and *3513* of the California Fish and Game Code specifically protect native birds and raptors. Mitigation for avoidance of impacts to nesting birds is typically necessary to comply with these Sections of the Fish and Game Code in CEQA. [13]

Section 3503: *It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto.*

Section 3503.5: *It is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.*

Section 3513: *It is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act.*

City of Atwater General Plan (2000)

The Atwater General Plan Open Space and Conservation Element identified 21 special-status species to have the potential to occur and five (5) species have been observed in or near the Atwater Planning Area. It maps the location of special-status species in the city's Planning area, and none are located within or in the immediate vicinity of the Project site. The Atwater General Plan[14] outlined policies related to the conservation of biological resources:

GOAL CO-6. *Minimize impacts of development on wildlife and wildlife habitat, particularly special status species.*

> ***Policy CO-6.1.*** *Consider opportunities for habitat preservation and enhancement in conjunction with public facility projects, particularly parks and storm drainage facilities.*
>
> ***Policy CO-6.2.*** *Encourage the preservation of corridors between natural habitat areas to allow for the movement of wildlife and to prevent the creation of "biological islands."*
>
> ***Implementation Program CO-6.a.*** *When new development or redevelopment activities are proposed in locations with the potential for special status species to occur, require the project applicant to submit a report by a qualified biologist addressing the presence or absence of any special status species on the development site. The report shall include recommendations for avoiding or minimizing impacts on any special status species or habitat found to be present.*

4.4.2 Impact Assessment

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

---

[13] The California Biologist's Handbook. California Fish and Game Code. Accessed on December 12, 2023, https://biologistshandbook.com/regulations/state-regulations/state-fish-and-game-code/#:~:text=Section%203503,any%20regulation%20made%20pursuant%20thereto.%E2%80%9D

[14] City of Atwater, California. (2000). City of Atwater 2000 General Plan Open Space and Conservation Element. Accessed on December 12, 2023, https://www.atwater.org/docs/generalplan/CHAPTER_4__OPEN_SPACE_AND_C.PDF

Less than Significant Impact. The existing biotic conditions and resources of the Project site can be defined primarily as ruderal and herbaceous vegetation with heavy alternation due to discing and grading. There are no structures, trees, or shrubs on site. No water features are present.

As described in Table 4-5, the site conditions provide low suitability for habitat for special-status candidate, sensitive, or special-status species that may occur on the Project site or vicinity. However, there is one (1) recorded occurrence of San Joaquin kit fox located 1.8 miles northeast of the Project site, dated 1999. The Project site consists of sand and sandy loam and is covered by ruderal vegetation, which could be suitable habitat for San Joaquin kit fox. However, the Project site is small and is located within an urbanized area with surrounding institutional and residential development. In addition, the occurrence of the San Joaquin kit fox records movement along the irrigation canal north of the site, which is approximately 1.8 miles north of the Project site. As such, the Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. According to the General Plan and CDFW and USFWS databases, there are no known riparian habitats or other sensitive natural communities identified on the Project site or within the immediate vicinity of the Project. In addition, the site does not contain any water features that would provide habitat for riparian species. For these reasons, it can be determined that the Project site does not provide any riparian or sensitive natural community habitat and thus, no impact would occur because of the Project.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Based on the search of the NWI, the Project site does not contain any federally protected wetlands. As a result, it can be determined that the Project site would not result in any impact on state or federally protected wetlands and no impact would occur because of the Project.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. Wildlife movement corridors are linear habitats that function to connect two (2) or more areas of significant wildlife habitat. These corridors may function on a local level as links between small habitat patches (e.g., streams in urban settings) or may provide critical connections between regionally significant habitats (e.g., deer movement corridors). Wildlife corridors typically include vegetation and topography that facilitate the movements of wildlife from one area of suitable habitat to another, in order to fulfill foraging, breeding, and territorial needs. These corridors often provide cover and protection from predators that may be lacking in surrounding habitats. Wildlife corridors generally include riparian zones and similar linear expanses of contiguous habitat.

According to the Figure 4-5, we can see that the occurrence of the San Joaquin kit fox near the Project site, dated 1999, moves along the irrigation canal. As such, the irrigation canal might be a movement corridor for the San Joaquin kit fox. However, that irrigation canal is approximately 1.8 miles north of the Project site. Additionally, as described in Table 4-5, the Project site does not contain habitat that could support wildlife species in nesting, foraging, or escaping from predators. This is based on the existing conditions of the site including the site's heavy disturbance and lack of cover, vegetation, water features, and surrounding urban development (i.e., institutional and residential development). Due to these conditions, it can be determined that the Project would not interfere with wildlife movement and a less than significant impact would occur.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less than Significant Impact. The Atwater General Plan Open Space and Conservation Element outlined policies related to conservation of biological resources, as listed in the Environmental Setting above. In addition, *Chapter 12.32* of the Atwater Municipal Code (AMC) identifies the city's tree policies and *Section 12.32.080* addresses new construction. Planting, maintenance, and removal of existing trees on the Project site would be subject to compliance with these standards and regulations. However, there are no trees within the Project site. As such, the Project would have a less than significant impact.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project site is within the planning area of the Recovery Plan for Upland Species of the San Joaquin Valley, which addresses recovery goals for several species. The Project would not conflict with the plan since the site does not provide appropriate habitat for the species mentioned and would comply to applicable General Plan policies regarding habitat conservation. The City, County, and Regional Planning Agency do not have any other adopted or approved plans for habitat or natural community conservation. For these reasons, the Project would have no impact.

4.4.3 Mitigation Measures

None required.

4.5 CULTURAL RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			X	
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c)	Disturb any human remains, including those interred outside of formal cemeteries?		X		

4.5.1 Environmental Setting

Generally, the term 'cultural resources' describes property types such as prehistoric and historical archaeological sites, buildings, bridges, roadways, and tribal cultural resources. As defined by CEQA, cultural resources are considered "historical resources" that meet criteria in *Section 15064.5(a)* of the CEQA Guidelines. If a Lead Agency determines that a project may have a significant effect on a historical resource, then the project is determined to have a significant impact on the environment. No further environmental review is required if a cultural resource is not found to be a historical resource.

California Historical Resource Information System Record Search

The Central California Information Center (CCIC) was requested to conduct a California Historical Resources Information System (CHRIS) Record Search for the Project site and surrounding "Project Area" (0.5-mile radius from perimeter of Project site). Results of the CHRIS Record Search were provided on December 12, 2023 (Record Search File Number 12747I). Full results are provided in Appendix B.

The CHRIS Record Searches generally review file information based on results of Class III pedestrian reconnaissance surveys of project sites conducted by qualified individuals or consultant firms which are required to be submitted, along with official state forms properly completed for each identified resource, to the Regional Archaeological Information Center. Guidelines for the format and content of all types of archaeological reports have been developed by the California Office of Historic Preservation, and reports will be reviewed by the regional information centers to determine whether they meet those requirements.

The results of the CCIC CHRIS Record Search indicate:

(1) There are no formally recorded prehistoric or historic archaeological resources or historic buildings or structures within the project area.
(2) The project area is within the overall boundary of the proposed "Merced Irrigation District" (P-24-001909), listed in the Office of Historic Preservation Built Environment Resource Directory (BERD) for Merced County

with a National Register of Historic Places (NRHP) rating of "6Y", determined ineligible for the NRHP by consensus through the Section 106 process, not evaluated for the California Register of Historical Resources or for local listing. There do not appear to be any contributing water conveyance features to the district within the project area.

(3) The General Land Office survey plat for T7S R12E (dated 1855) does not reference any historical land divisions or features with Section 11.

Further, the CCIC provided the following comments and recommendations:

(1) Since the project area has not been subject to previous investigations, there may be unidentified features involved in your project that are 45 years or older and considered as historical resources requiring further study and evaluation by a qualified professional of the appropriate discipline.
(2) If ground disturbance is considered a part of the current project, we recommend further review for the possibility of identifying prehistoric or historic-era archaeological resources.
(3) Mitigate archaeological resources that could potentially be encountered during construction.

California Native American Heritage Commission (NAHC)

A consultation list of tribes with traditional lands or cultural places located within Merced County was requested and received from the California Native American Heritage Commission (NAHC) on December 21, 2023. The listed tribes include Amah Mutsun Tribal Band, Dumna Wo-Wah Tribal Government, North Fork Rancheria of Mono Indians*, North Valley Yokut / Ohlone Tribe, Southern Sierra Miwuk Nation, Table Mountain Rancheria*, Tule River Indian Tribe*, and Wuksachi Indian Trib/Eshom Valley Band.**Federally recognized tribe.* The NAHC also conducted a Sacred Lands File (SFL) check which received negative results. Correspondence is provided in Appendix C.

AB 52 and SB 18 Tribal Consultation

The City of Atwater conducted formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on January 9, 2024, to the aforementioned tribes. Consultation for AB 52 ends on February 9, 2024, and consultation for SB 18 ends on April 8, 2024. No responses have been received to-date.

4.5.2 Impact Assessment

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less than Significant Impact. According to the CHRIS Record Search conducted on December 13, 2023, there are no local, state, or federal designated historical resources on the Project site or within the Project area. Further, the Project site has been highly disturbed as it has been used for agricultural operations. As such, the Project would not cause a change to a historical resource pursuant to *Section 15064.5* and therefore, the Project would have no impact.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than Significant Impact with Mitigation Incorporated. Based on the CHRIS Records Search conducted on December 13, 2023, there are no known archeological resources pursuant to *Section 15064.5* on the Project site.

While there is no evidence that archeological resources exist on the Project site, there is some possibility that existing structures qualify as historical resources or hidden and buried resources may exist with no surface evidence that may be impacted by future physical development of the site. In the event of the accidental discovery and recognition of previously unknown historical resources before or during construction activities, the Project shall incorporate ***Mitigation Measure CULT-1*** to assure construction activities do not result in significant impacts to any potential archeological resources discovered above or below ground surface. Thus, if such resources were discovered, implementation of the required mitigation measures would reduce the impact to less than significant. As a result, the Project would have a less than significant impact with mitigation incorporated.

> ***Mitigation Measure CULT-1:*** *In the event of the accidental discovery and recognition of previously unknown resources before or during grading activities, construction shall stop in the immediate vicinity and a consultation with a qualified historical resources specialist shall be held to determine whether further study is required. Recommendations by the qualified historical resources specialist shall be made to the City on the necessary implementation measures to protect the resources discovered. If the resources meet the definitions under Section 15064.5 of the CEQA Guidelines, then protection measures shall be recommended to the City by the qualified historical resources specialist. The Lead Agency shall approve the protection measures before any further grading shall occur. Historical resources recovered as a result of mitigation shall be provided to an institution approved by the City in order to provide preservation and further study as required.*

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact with Mitigation Incorporated. There is no evidence that human remains exist on the Project site. Nevertheless, there is some possibility that a non-visible buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. If any human remains are discovered during construction, then the Project would be subject to CCR *Section 15064.5(e)*, PRC *Section 5097.98*, and California Health and Safety Code *Section 7050.5*. Regulations contained in these sections address and protect human burial remains. Compliance with these regulations would ensure impacts to human remains, including those interred outside of formal cemeteries, are less than significant. The Project incorporates ***Mitigation Measure CULT-2*** to mitigate the event of accidental discovery or recognition of any human remains on the Project site during construction. As such, the Project would have a less than significant impact with mitigation incorporated.

> ***Mitigation Measure CULT-2:*** *In the event of the accidental discovery or recognition of any human remains on the Project site during construction, the following steps in accordance with Section 15064.5 of the CEQA Guidelines shall be taken prior to the continuation of, and during, construction activities, in order to mitigate potential impact:*
>
> - *There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:*
> - *The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and,*
> - *If the coroner determines the remains to be Native American:*
> - *The coroner shall contact the Native American Heritage Commission within 24 hours.*
> - *The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.*

- *The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.*

4.5.3 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Cultural Resources related mitigation measures CULT-1 and CULT-2 as identified above and in the MITIGATION MONITORING AND REPORTING PROGRAM contained in SECTION 5.

4.6 ENERGY

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

4.6.1 Environmental Setting

Appendix F – Energy Conservation of the CEQA Guidelines requires consideration of energy implications in project decisions, including a discussion of the potential energy impacts with emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy resources (Public Resources Code *Section 21100(b)(3)*). Per Appendix F, a project would be considered inefficient, wasteful, and unnecessary if it violated existing energy standards, had a negative effect on local and regional energy supplies and requirements for additional capacity, had a negative effect on peak and base period demands for electricity and other energy forms, and effected energy resources.

The California Energy Commission updates the Building Energy Efficiency Standards (Title 24, Parts 6 and 11) every three years as part of the California Code of Regulations. The standards were established in 1978 in an effort to reduce the state's energy consumption. They apply to new construction of, and additions and alterations to, residential and nonresidential buildings and relate to various energy efficiencies including but not limited to ventilation, air conditioning, and lighting.[15] The California Green Building Standards Code (CALGreen), Part 11, Title 24, California Code of Regulations, was developed in 2007 to meet the state goals for reducing Greenhouse Gas emissions pursuant to AB32. CALGreen covers five (5) categories: planning and design, energy efficiency, water efficiency and conservation, material and resource efficiency, and indoor environmental quality.[16] The 2019 Building Energy Efficiency Standards went into effect on January 1, 2020. Additionally, the California Air Resources Board (CARB) oversees air pollution control efforts, regulations, and programs that contribute to reduction of energy consumption. Compliance with these energy efficiency regulations and programs ensures that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources. Lastly, the Energy Action Plan

[15] California Energy Commission. 2019 Building Energy Efficiency Standards. Accessed on December 12, 2023, https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2019-building-energy-efficiency

[16] California Department of General Services. (2020). 2019 California Green Building Standards Code. Accessed on December 12, 2023, https://codes.iccsafe.org/content/CGBC2019P3

(EAP) for California was approved in 2003 by the California Public Utilities Commission (PUC). The EAP established goals and next steps to integrate and coordinate energy efficiency demand and response programs and actions.[17]

4.6.2 Impact Assessment

Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. The Project proposes the construction of three (3) apartment buildings totaling 25 dwelling units. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities. All construction equipment shall conform to current emissions standards and related fuel efficiencies. In addition, through compliance with applicable CARB regulations (Airborne Toxic Control Measure), California Code of Regulations (Title 13, Motor Vehicles), and Title 24 standards, it can be determined that the proposed Project would not consume energy in a manner that is wasteful, inefficient, or unnecessary. For these reasons, the Project would result in a less than significant impact.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than Significant Impact. As discussed under criterion a), the construction and operations of the Project would be subject to compliance with applicable energy efficiency regulations. Thus, applicable state and local regulations and programs would be implemented to reduce energy waste from construction and operations. Table 4-5 demonstrates that the Project does not conflict with or obstruct with the energy conservation/efficiency policies identified in the General Plan.

Table 4-5 Consistency with General Plan Energy Conservation Policies

General Plan Energy Conservation Policies	Consistency/Applicability Determination
Policy CO-7.1. *Encourage the incorporation of energy conservation features into new development, such as high-density development, bikeways and pedestrian paths, proper solar orientation, and transit routes and facilities.*	**Consistent.** The development of the Project proposes a General Plan Amendment and Zone Change to increase the density of residential development on the site. In addition, the Project proposes sidewalks and is near existing urban development, including Atwater Valley Community School (adjacent) and commercial/services (0.2 miles northeast of the Project site). As such, the Project incorporates energy conservation features, including high-density development and proximity to amenities.

Therefore, through compliance, the Project would not conflict with or obstruct any state or local plan for energy efficiency and a less than significant impact would occur because of the Project.

4.6.3 Mitigation Measures

[17] State of California. (2008). Energy Action Plan 2008 Update. Accessed on December 12, 2023, https://docs.cpuc.ca.gov/word_pdf/REPORT/28715.pdf

None required.

4.7 GEOLOGY AND SOILS

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Directly or Indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
	ii. Strong seismic ground shaking?			X	
	iii. Seismic-related ground failure, including liquefaction?				X
	iv. Landslides?				X
b)	Result in substantial soil erosion or the loss of topsoil?			X	
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				X

f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

4.7.1 Environmental Setting

Atwater is located within the San Joaquin Valley which is part of the Great Valley Geomorphic Providence that is bounded to the east by the Sierra Nevada Mountain range, to the west by the Coastal Range, and to the south by the Tehachapi mountains. Atwater has infrequent and low historic seismic activity. In addition, the city has no known active earthquake faults (i.e., faults showing activity within the last 11,000 years) and is not in any Alquist-Priolo Special Studies Zones. [18] [19]

The nearest faults are approximately 20 miles to the northeast in the Sierra Nevada Range (i.e., the Bear Mountain Fault) and approximately 30 miles to the southwest in the Diablo/Coastal Range (i.e., the San Joaquin, O'Neill, and Ortigalita Faults). The Ortigalita Fault is the nearest fault within the Alquist-Priolo earthquake fault zone; the fault has not been historically active. Earthquakes from nearby faults would most likely generate ground motion of shaking, but there is no history of this causing damage in the area. Compliance with the California Building Code (CBC) would be sufficient to prevent significant damage during seismic events.

Subsurface Soils

A search of the Web Soil Survey by the USDA Natural Resources Conservation Service indicates that the following soils comprise the Project site: [20]

> ***AnA:*** Atwater sand, 0 to 3 percent slopes, well drained, and negligible runoff. The depth to water table is more than 80 inches, with no flooding or ponding. The AnA soils account for 100% of the Project site.

California Building Code

The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the International Building Code with necessary California amendments. About one-third of the text within the California Building Standards Code has been tailored for California earthquake conditions. Construction within the City of Atwater is governed by the seismic safety standards of Chapter 16 of the Code. These standards are applicable to all new buildings and are required to provide the necessary safety from earthquake related effected emanating from fault activity.

[18] According to the California Department of Conservation, *"An active fault, for the purposes of the Alquist-Priolo Act, is one that has ruptured in the last 11,000 years."*
[19] California Department of Conservation. "CGS Seismic Hazard Program: Alquist-Priolo Fault Hazard Zones." Accessed on December 12, 2023, https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=37.213952%2C-117.946341%2C7.19
[20] United States Department of Agriculture Natural Resources Conservation Service. "Web Soil Survey." Accessed on December 12, 2023, https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx

4.7.2 Impact Assessment

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. There are no known active earthquake faults in the City of Atwater, inclusive of the Project site, nor is the City of Atwater within an Alquist-Priolo earthquake fault zone as established by the Alquist-Priolo Fault Zoning Act. As such, development of the Project in an area void of earthquake faults would not cause rupture of a known earthquake fault. Therefore, no impact would occur as a result of the Project.

ii. Strong seismic ground shaking?

Less than Significant Impact. The Project site is in an area that is traditionally characterized by relatively low seismic activity. Additionally, development of the Project site would be required to comply with current seismic protection standards in the California Building Code (CBC), which would limit potential damage to structures and thereby reduce potential impacts including the risk of loss, injury, or death. Compliance with the CBC would ensure a less than significant impact.

iii. Seismic-related ground failure, including liquefaction?

No Impact. No liquefaction nor lateral spreading have been observed in Atwater from any historic earthquake. Liquefaction and lateral spreading potential in Atwater are considered very low as due to the nature of the underlying soils, relatively deep-water table, and history of low ground shaking potential. In addition, there are no geologic hazards or unstable soil conditions known to exist on the Project site. The site is relatively flat with stable soils and no apparent unique or significant landforms. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. Therefore, because the Project does not have any aspect that could result in seismic-related ground failure, including liquefaction, the Project would have no impact.

iv. Landslides?

No Impact. Landslides are not expected to affect the Project site as the City of Atwater is not located in a zone where landslides, subsidence, or liquefaction could possibly occur. The topography of the Project site is relatively flat with stable, native soils, and the site is not in the immediate vicinity of rivers or creeks that would be more susceptible to landslides. Therefore, no impact would occur because of the Project.

b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Soil erosion and loss of topsoil can be caused by natural factors, such as wind and flowing water, and human activity. The Project site is relatively flat, which limits the potential for substantial soil erosion. Development of the Project site would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Soil disturbance

during construction is largely caused by the use of water. Excessive soil erosion could cause damage to existing structures and roadways.

The likelihood of erosion occurring during construction would be reduced through site grading and surfacing, which would be subject to review and approval by the City for compliance with applicable standards. Development of the Project would be required to comply with AMC *Chapter 12.22 – Stormwater Management and Discharge Control Ordinance*, which requires that any person performing construction activities in the City shall prevent pollutants from entering the storm water conveyance system and comply with all applicable Federal, State, and local laws, ordinances or regulations, including but not limited to, the current California NPDES general permit for storm water discharges associated with construction activity (construction general permit). All construction projects, regardless of size, having soil disturbance or activities exposed to storm water must, at a minimum, implement best management practices (BMPs) for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures, and prohibited discharges. Implementation of the BMPs minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. In addition, the City's Public Works and Building Departments prepare a standard set of conditions for proposed development to the control of dust emissions during grading and other earth moving activities.

The likelihood of erosion would be further reduced through compliance with regulations set by the State Water Resources Control Board (SWRCB). Namely, the SWRCB requires sites larger than one (1) acre to comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2009-0009-DWQ). The General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. Implementation of the SWPPP minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. With these provisions in place, impacts on soil and topsoil by the Project would be considered less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less than Significant Impact. Ground subsidence is the settling or sinking of surface soil deposits with little or no horizontal motion. Soils with high silt or clay content are subject to subsidence. Subsidence typically occurs in areas with groundwater withdrawal or oil or natural gas extraction. The topography of the site is relatively flat with stable, native soils and no apparent unique or significant landforms. Future development of the Project site would be required to comply with current seismic protection standards in the CBC which would significantly limit potential seismic-related hazards such as landslides, lateral spreading, subsidence, liquefaction, or collapse. Compliance with the CBC would ensure a less than significant impact.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?

No Impact. The Project site is relatively flat with native soils of sand and sandy loam, which is not expansive. As such, the Project would result in a less than significant impact.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The Project site is within Atwater's city limits and thus, would be required to connect to the city's wastewater services. Thus, no permanent septic tanks or alternative wastewater disposal systems would be installed, and no impact would occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant Impact. As discussed in the Cultural Resources section above, there are no known paleontological resources or unique geological features known to the City of Atwater on this site. In addition, the Project site is heavily disturbed as it has been previously developed. Nevertheless, there is some possibility that a non-visible, buried resource site, or feature may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. As such, the Project will incorporate ***Mitigation Measure CUL-1*** as described in Section 4.5. Therefore, if any paleontological resources or geologic features were discovered, implementation of *CUL-1* would reduce the Project's impact to less than significant.

4.7.3 Mitigation Measures

None required.

4.8 GREENHOUSE GAS EMISSIONS

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

4.8.1 Environmental Setting

In assessing the significance of impacts from GHG emissions, *Section 15064.4(b)* of the CEQA Guidelines states that a lead agency may consider the following:

- *The extent to which the project may increase or reduce GHG emissions as compared to the environmental setting;*
- *Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;*
- *The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions.*

The California Air Resources Board (CARB) 2022 Climate Change Scoping Plan, guidance from the SJVAPCD, and City of Atwater General Plan are discussed below and are utilized as thresholds of significance.

2022 Climate Change Scoping Plan

The CARB 2022 Climate Change Scoping Plan is the adopted statewide plan for reduction and mitigation of GHGs to implement Assembly Bill (AB) 1279. AB 1279 was issued on August 12, 2022 to require California to achieve "net zero greenhouse gas emissions" as soon as possible and to further reduce anthropogenic GHG emissions thereafter. It sets a statewide goal to reduce emissions 85% below 1990 levels no later than 2045.

Consequently, the Scoping Plan involves several measures for cost-effective reduction of GHG emissions, including continuing existing programs such as Renewable Portfolio Standard, Advanced Clean Cars, Low Carbon Fuel Standard, etc., and achieving new mandates to decarbonize several sectors. Along with reducing emissions, environmental justice policies are included to address the ongoing air quality disparities.

Appendix D of the 2022 Scoping Plan include recommendations to build momentum for local government actions to align with State goals, including through CEQA review. The Appendix outlines the priority GHG reduction

strategies for local governments, including transportation electrification, VMT reduction, and building decarbonization. [21]

SJVAPCD CEQA Air Quality Guidelines

The SJVAPCD's Guidance for Valley Land Use Agencies in Addressing GHG Impacts for New Projects Under CEQA (2009) provides screening criteria for climate change analyses, as well as draft guidance for the determination of significance. [22,23] These criteria are used to evaluate whether a project would result in a significant climate change impact (see below). Projects that meet one of these criteria would have less than significant impact on the global climate.

- *Does the project comply with an adopted statewide, regional, or local plan for reduction or mitigation of GHG emissions? If no, then:*
- *Does the project achieve 29% GHG reductions by using approved Best Performance Standards (BPS)? If no, then*
- *Does the project achieve AB 32 targeted 29% GHG emission reductions compared with Business As Usual (BAU)?*

Assembly Bill (AB) 32 was enacted by the California State legislature in 2006 with the aim to reduce GHG emissions to levels of 1990 by 2020. Recommended actions to achieve these aims were adopted by the California Air Resources Board (CARB) in 2008 (i.e., the Climate Change Scoping Plan). However, the 29% GHG emission reductions compared to BAU threshold is outdated since it is aimed to meet AB 32's 2020 goals, thus this threshold would not be used for analysis.

The City of Atwater does not have an adopted Climate Action Plan or GHG Reduction Plan. Because BPS have not yet been adopted and identified for specific development projects, and because the City of Atwater has not yet adopted a plan for reduction of GHG with which the Project can demonstrate compliance, the California Air Resources Board (CARB) 2022 Climate Change Scoping Plan and guidance from the San Joaquin Valley Air Pollution Control District (SJVAPCD) will be used as the threshold of significance.

San Joaquin Valley Air Pollution Control District

SJVAPCD adopted *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA* and the policy *District Policy—Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency* in 2009. It recognized that project-specific emissions are cumulative and could be considered cumulatively considerable without mitigation. SJVAPCD suggested that the requirement to reduce GHG emissions for all projects is the best method to address this cumulative impact.

---

[21] California Air Resources Board. (2022). 2022 Scoping Plan Appendix D. Accessed on December 13, 2023, https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-d-local-actions.pdf

[22] San Joaquin Valley Air Pollution Control District. (2009). Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA. Accessed December 13, 2023, http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf.

[23] San Joaquin Valley Air Pollution Control District. (2000). Environmental Review Guidelines: Procedures for Implementing the California Environmental Quality Act. Accessed December 13, 2023, http://www.valleyair.org/transportation/CEQA%20Rules/ERG%20Adopted%20_August%202000_.pdf

The SJVAPCD requires quantification of GHG emissions for all projects which the lead agency has determined that an EIR is required. Although an EIR is not required for the Project, the GHG emissions are quantified below. Short-term construction and long-term operational GHG emissions for project buildout were estimated using CalEEMod™ (v.2020.4.0). (See Appendix D). CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify GHG emissions from land use projects. The model quantifies direct GHG emissions from construction and operation (including vehicle use), as well as indirect GHG emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. Emissions are expressed in annual metric tons of CO_2 equivalent units of measure (i.e., $MTCO_2e$), based on the global warming potential of the individual pollutants.

City of Atwater General Plan

At the local level, while the City of Atwater General Plan does not meet criteria of the CEQA Guidelines 15064.4(b)(3) for an appropriate GHG emissions reduction plan or program, the General Plan does have goals and policies relevant to climate change and minimizing GHG emissions and other pollutants, with an overall aim to reduce air quality impacts on the environment. These goals and policies are outlined in the Open Space and Conservation Element (CO), "Air Quality", and Safety Element (SF), "Wind Erosions and Dust Storms".

GOAL CO-3. *Strive to reduce air emissions and obtain goals set in local and regional air quality attainment plans.*

> ***Policy CO-3.1.*** *Cooperate with the San Joaquin Valley Unified Air Pollution Control District (APCD) in implementing air quality improvement plans prepared by the District.*
>
> ***Policy CO-3.2.*** *Encourage land use development projects that would result in fewer adverse air quality impacts, such as mixed use and pedestrian-oriented projects.*
>
> ***Policy CO-3.3.*** *Encourage the use of modes of transportation other than automobiles.*

GOAL SF-7. *Prevent activities that contribute to increased wind erosion.*

> ***Policy SF-7.1.*** *Require all projects that involve grading or other earth moving activities to implement dust control measures to reduce dust emissions.*

4.8.2 Impact Assessment

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact. The 2023 CEQA Guidelines do not establish a quantitative threshold of significance for GHG impacts, leaving lead agencies the discretion to establish such thresholds for their respective jurisdictions. Since the SJVAPCD does not have established GHG significance emissions thresholds and the City of Atwater does not have an adopted CAP for CEQA tiering purposes, the following utilizes qualitative analysis for greenhouse gas emission impacts. Short-term construction and long-term operational GHG emissions for project buildout were estimated using CalEEMod™ (v.2020.4.0). See Appendix D for output files.

Construction Emissions

In regard to construction, the SJVAPCD does not recommend assessing pollution associated with construction, as pollution-related construction will be temporary. These construction GHG emissions are a one-time release. As such, it can be anticipated that these construction emissions would not generate a significant contribution to global climate change over the lifetime of the Project.

Operational Emissions

Regarding the long-term operational related GHG emissions, the estimated operational emissions for buildout of the Project incorporates the potential area source and vehicle emissions, and emissions associated with utility and water usage, and wastewater and solid waste generation. The South Coast Air Quality Management District (SCAQMD) adopted the staff proposal for an interim GHG significance threshold of 10,000 MT CO_2e per year for GHG for construction and operational emissions. The BAAQMD also adopted the 10,000 MT CO_2e per year threshold. Utilizing this as the threshold, annual operational emissions below 10,000 MTCO_2e would have a less than significant cumulative impact on GHGs. The annual operational GHG emissions associated with buildout of the Project is 231.2964 MT CO_2e based on the CalEEMod run. This is less than the 10,000 MTCO_2e threshold of the SCAQMD and BAAQMD.

Further, the Project would not exceed the thresholds of significance for construction or operational emissions as discussed in Section 4.3. Additionally, as discussed in more detail below, the Project would be generally consistent with the applicable goals and policies related to GHG reduction measures, including CARB's 2022 Scoping Plan and SJVAPCD guidelines, and the City of Atwater General Plan goals and policies that aim to reduce air emissions and improve air quality, which reduces GHG emissions as a result. Cumulatively, these emissions would not generate a significant contribution to global climate change over the lifetime of the proposed Project. As such, it can be determined that the Project would not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of GHG emissions and therefore the impact would be less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. The compatibility of the Project with the 2022 Scoping Plan and MCAP, MCAG RTP/SCS, SJVAPCD CCAP, and applicable goals in the Atwater General Plan.

Consistency with the 2022 Climate Change Scoping Plan

Based on the evaluation shown in Table 4-6, the Project is consistent with the reduction measures identified in the 2022 Scoping Plan. The reduction measures are derived from the 2022 Scoping Plan Table 1 – Priority GHG Reduction Strategies, which provides 3 priority areas to assist jurisdictions with developing local climate action plans.

Table 4-6 Scoping Plan Priority GHG Reduction Strategies Consistency Analysis

Priority Areas	Priority GHG Reduction Strategies	Consistency/Applicability Determination
Transportation Electrification	Convert local government fleets to ZEVs and provide EV charging at public sites.	**Not Applicable.** The Project proposes residential units and is thus not intended to be accessible to the public. However, the Project is subject to provide 10% of the total number of parking spaces to provide electric vehicle (EV) charging spaces.

	Create a jurisdiction-specific ZEV ecosystem to support deployment of ZEVs statewide (such as building standards that exceed state building codes, permit streamlining, infrastructure siting, consumer education, preferential parking policies, and ZEV readiness plans).	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
VMT Reduction	Reduce or eliminate minimum parking standards.	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Implement Complete Streets policies and investments, consistent with general plan circulation element requirements.	**Not Applicable.** No roadways are proposed as part of the Project.
	Increase access to public transit by increasing density of development near transit, improving transit service by increasing service frequency, creating bus priority lanes, reducing or eliminating fares, microtransit, etc.	**Consistent.** The Project proposes multi-family residential development approximately 0.4 miles from the Atwater Target bus stop (Stop ID 4305). As such, the Project increases access to public transit by increasing density of development near transit.
	Increase public access to clean mobility options by planning for and investing in electric shuttles, bike share, car share, and walking.	**Consistent.** The Project proposes pedestrian facilities (i.e., sidewalks) within the site and connecting to adjacent properties. In addition, as described above, the Project is near an existing bus stop. As such, it increases public access to clean mobility options.
	Implement parking pricing or transportation demand management pricing strategies.	**Not Applicable.** The Project proposes residential development; thus, parking spaces are provided at no cost for residents.
	Amend zoning or development codes to enable mixed-use, walkable, transit-oriented, and compact infill development (such as increasing the allowable density of a neighborhood)	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Preserve natural and working lands by implementing land use policies that guide development toward infill areas and do not convert "greenfield" land to urban uses (e.g., green belts, strategic conservation easements)	**Consistent.** The Project is proposed on a site surrounded by existing urban development.
Building Decarbonization	Adopt all-electric new construction reach codes for residential and commercial uses.	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Adopt policies and incentive programs to implement energy efficiency retrofits for existing buildings, such as weatherization, lighting upgrades, and replacing energy-intensive appliances and equipment with more efficient systems (such as Energy Star-rated equipment and equipment controllers).	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project. In addition, the Project does not include retrofits for existing buildings.
	Adopt policies and incentive programs to electrify all appliances and equipment in existing buildings such as appliance rebates, existing building reach codes, or time of sale electrification ordinances	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project. In addition, the Project does not include retrofits for existing buildings.
	Facilitate deployment of renewable energy production and distribution and energy storage on privately owned land uses (e.g., permit streamlining, information sharing)	**Not Applicable.** This is a city-wide strategy thus is not applicable to the Project.
	Deploy renewable energy production and energy storage directly in new public projects and on existing public facilities (e.g., solar photovoltaic systems on	**Consistent.** The Project will be subject to the installation of solar photovoltaic systems on

	rooftops of municipal buildings and on canopies in public parking lots, battery storage systems in municipal buildings)	rooftops pursuant California's 2019 Energy Code.

Consistency with the MCAG RTP/SCS

The Merced CAG's 2018 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) includes a series of goals for the region that would reduce GHG emissions based on the land use consistency and the reduction of vehicle trips. Relevant goals and policies include:

Goal 12 Sustainable Communities: *Reduce per capita greenhouse gas emissions through compact growth and alternative transportation strategies. Protect and enhance the natural environment. Support vehicle electrification and the provision of electrification infrastructure in public and private parking facilities and structures.*

Policy 12.1. *Prioritize infill and growth in existing communities.*

Most goals and policies are implemented at the regional or city level. Since the proposed Project is an infill development (i.e., within city limits and generally surrounded by urban development) in an urbanized area and will be subject to local regulations, the Project would be consistent with goals and policies identified in the RTP/SCS.

Consistency with the Atwater General Plan

The Project complies with the General Plan goals and policies as listed in the Environmental Settings since it is generally compliant with the SJVAPCD air quality attainment plans.

In conclusion, the Project contains features that would reduce GHG emissions in compliance with CARB 2022 Climate Change Scoping Plan, MCAG RTP/SCS, and the General Plan. As such, the Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, and therefore the impact would be less than significant.

4.8.3 Mitigation Measures

None required.

4.9 HAZARDS AND HAZARDOUS MATERIAL

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

4.9.1 Environmental Setting

For the purposes of this section, the term “hazardous materials” refers to "injurious substances," which include flammable liquids and gases, poisons, corrosives, explosives, oxidizers, radioactive materials, and medical supplies and waste. These materials are either generated or used in various commercial and industrial activities. Hazardous

wastes are injurious substances that have been or will be disposed of. Potential hazards arise from the transport of hazardous materials, including leakage and accidents involving transporting vehicles. There also are hazards associated with the use and storage of these materials and waste. Hazardous materials are grouped into the following four categories based on their properties:

- Toxic: causes human health effect
- Ignitable: has the ability to burn
- Corrosive: causes severe burns or damage to materials
- Reactive: causes explosions or generates toxic gases

"Hazardous wastes" are defined in California Health and Safety Code *Section 25141(b)* as wastes that: "…because of their quantity, concentration, or physical, chemical, or infectious characteristics, [may either] cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed." Hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust. Soil and groundwater having concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an aquifer. The California Code of Regulations, Title 22, *Sections 66261.20-24* contains technical descriptions of toxic characteristics that could cause soil or groundwater to be classified as hazardous waste.

Hazardous waste generators may include industries, businesses, public and private institutions, and households. Federal, state, and local agencies maintain comprehensive databases that identify the location of facilities using large quantities of hazardous materials, as well as facilities generating hazardous waste. Some of these facilities use certain classes of hazardous materials that require risk management plans to protect surrounding land uses. The release of hazardous materials would be subject to existing federal, state, and local regulations and is similar to the transport, use, and disposal of hazard materials.

Regulatory Setting

The California Environmental Protection Agency (CalEPA) was established in 1991 to protect the environment. CalEPA oversees the Unified Program through Certified Unified Program Agencies (CUPAs), which consolidates six (6) environmental programs to ensure the handling of hazardous waste and materials in California. The local CUPA in Merced County, Department of Public Health, Division of Environmental Health (MCDEH), is responsible for administering the following six (6) CUPA programs:

- *Hazardous Materials Business Plan (HMBP)*
- *California Accidental Release Program (CalARP)*
- *Underground Storage Tank Program (UST)*
- *Aboveground Storage Tank Program (APSA)*
- *Hazardous Waste Generator Program*
- *Tiered Permitting Program*

The Department of Toxic Substances Control (DTSC) is another agency in California that regulates hazardous waste, conducts inspections, provide emergency response for hazardous materials-related emergencies, protect water resources from contamination, removing wastes, etc. DTSC acts under the authority of Resource Conservation and Recovery Act (RCRA) and California Health and Safety Code. The DTSC implements the California Code of Regulations (CCR) Title 22 Division 4.5 to manage hazardous waste. Government Code *Section 65962.5* requires that DTSC shall compile and update at least annually a list of:

(1) All hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code ("HSC").

(2) All land designated as hazardous waste property or border zone property pursuant to Article 11 (commencing with Section 25220) of Chapter 6.5 of Division 20 of the Health and Safety Code.

(3) All information received by the Department of Toxic Substances Control pursuant to Section 25242 of the Health and Safety Code on hazardous waste disposal on public land.

(4) All sites listed pursuant to Section 25356 of the Health and Safety Code.

(5) All sites included in the Abandoned Site Assessment Program.

This list of hazardous waste sites in California, referred to as the Cortese List, is then distributed to each city and county. According to the CCR Title 22, soil excavated from a site containing hazardous materials is considered hazardous waste, and remediation actions should be performed accordingly. Cleanup requirements are determined case-by-case by the jurisdiction.

Record Search

The United States Environmental Protection Agency (EPA) Superfund National Priorities List (NPL) [24], California Department of Toxic Substance Control's EnviroStor database [25] , and the State Water Resources Control Board's GeoTracker database [26] include hazardous release and contamination sites. A search of each database was conducted on December 13, 2023. The searches revealed no sites are present on the Project site.

4.9.2 Impact Assessment

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. The Project proposes a residential development. The type of hazardous materials that would be associated with Project operations are those typical of residential uses such as cleaning supplies and HVAC equipment. Because of the proposed residential use, it is not expected that the Project would routinely transport,

[24] United States Environmental Protection Agency. Superfund National Priorities List. Accessed December 13, 2023, https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=33cebcdfdd1b4c3a8b51d416956c41f1

[25] California Department of Toxic Substances Control. Envirostor. Accessed December 13, 2023, https://www.envirostor.dtsc.ca.gov/public/

[26] California State Water Resources Control Board. GeoTracker. Accessed December 13, 2023, https://geotracker.waterboards.ca.gov/

use, or dispose of hazardous materials other than those typical of residential uses and such materials would not be of the type of quantity that would pose a significant hazard to the public.

Some appliances and electronics used or stored by residents may contain hazardous components (e.g., refrigerants, oils, etc.); however, these hazardous components are regulated by the EPA under the Toxic Substances Control Act and Clean Air Act and transport of such components are regulated by the U.S. Department of Transportation, Office of Hazardous Materials Safety as implemented in California by Title 13 of the California Code of Regulations (CCR), California Building Code, and Uniform Fire Code, as adopted by the City. Through compliance with regulations, appliances and electronics associated with the Project are not expected to create a significant hazard to the public or the environment.

While demolition and construction activities may include the temporary transport, storage, use or disposal of potentially hazardous materials (e.g., fuels, lubricating fluids, cleaners, solvents, etc.), such activities would be regulated by the Department of Toxic Substances Control through the California Hazardous Waste Control Law and Hazardous Waste Control Regulations as well as by MBARD through Rule 424 (i.e., asbestos-containing materials). Compliance would ensure that construction-related impacts would be less than significant. For these reasons, the Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials and a less than significant impact would occur.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. As described under criterion a), it is not anticipated that the Project itself would involve any operations that would require routine transport, use, or disposal of hazardous materials and therefore is not anticipated to create a significant hazard to the public or the environment through release of hazardous materials, including any reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. While potential impacts would occur through construction-related transport and disposal of hazardous materials, such impacts would be short-term and temporary, and would be reduced to less than significant levels through compliance with local, state, and federal regulations in addition to standard equipment operating practices as described under criterion a). Therefore, the Project would have a less than significant impact.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. Atwater Valley Community School is approximately 190 feet north of the Project site. As described under criteria a) and b) above, the Project is not anticipated to emit hazard emissions or handle hazardous materials, substances, or water that would pose a risk or threat to the school or surrounding area. Therefore, a less than significant impact would occur.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than Significant Impact. According to NPL, EnviroStor, and GeoTracker, the Project site does not include a hazardous material release site. Since there are no active hazardous material release sites on the Project site pursuant to Government Code *Section 65962.5*, the Project would not create a significant hazard to the public of the environment and there would be a less than significant impact.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The nearest public airport or public use airport is the Castle Air Force Base located approximately 2.8 miles northeast of the Project site. The airport was closed in 1995. Because there is not an airport within two (2) miles of the Project site, there would not be a safety hazard for people residing or working in the Project Area and no impact would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project would not involve any new or altered infrastructure associated with evacuation, emergency response, and emergency access routes within the City of Atwater or County of Merced. Construction may require lane closure; however, these activities would be short-term and access through Sunset Drive and/or Matthew Street would be maintained through standard traffic control. Following construction, this roadway would continue to provide access to the site. Furthermore, the Project would be subject to compliance with applicable standards for on-site emergency access including turn radii and fire access. Therefore, through the compliance, the Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan and impacts would be less than significant.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Less than Significant Impact. The Project site is located in an urbanized area surrounded by urban uses. In addition, the site is not identified by Cal Fire to be in a Moderate, High, or Very High Fire Hazard Severity Zone (FHSZ). Future development of the site would result in the construction of structures and installation of infrastructure that would be reviewed and conditioned by the City for compliance with all applicable standards, specifications, and codes. In addition, any structure occupied by humans would be required to be constructed in adherence to the Wildland Urban Interface Codes and Standards of the CBC Chapter 7A. Compliance with such regulations would ensure that the Project meets standards to help prevent loss, injury, or death involving wildland fires. For these reasons, the Project would have a less than significant impact.

4.9.3 Mitigation Measures

None required.

4.10 HYDROLOGY AND WATER QUALITY

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:				
	i. Result in a substantial erosion or siltation on- or off-site;			X	
	ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site:			X	
	iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
	iv. Impede or redirect flood flows?			X	
d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

4.10.1 Environmental Setting

The Project site is within city limits and would be connected to the city's water and stormwater services. The city's water and stormwater services are described as follows.

Water

The City provides water service for residences, commercial establishments, manufacturing plans, institutional facilities, and parks within the city limits. The City operates nine (9) wells to provide water to its customers. All wells are located within the City except for Well #21, which is located at the northeast corner of the Castle Airport facility adjacent to the U.S. Federal prison. [27] In 2016, the City produced an average of eight million gallons per day (mgd). The system has a capacity to pump 15,388 gallons per minute (gpm) and two (2) million gallons of storage. As of 2016, the system serves approximately 6,800 residential connections, 520 commercial connections, six (6) industrial connections, and 45 irrigation connections. [28] The water is distributed through a grid system of pipelines ranging from four (4) to 14 inches in diameter. The system supplies the City with drinking water and provides water for fire protection through fire hydrants.

The City has an overall Supervisory Control and Data Acquisition (SCADA) system that allows for remote monitoring and control of the water system via radio control. This system enhances quick response times to problem situations and fathers real-time, accurate data. The system can accurately determine water production quantities. To protect groundwater resources and minimize the future need to import water from other sources, the City and MID are engaged in efforts to reduce water consumption. New Atwater connections are metered, and per State law, un-metered connections will be metered in the future. [29]

The city's water supply is obtained from the Merced Subbasin, which is part of the larger San Joaquin River Groundwater Basin and is regulated under the Sustainable Groundwater Management Act by the Merced Irrigation-Urban Groundwater Sustainability Agency GSA). The Merced Groundwater Subbasin Groundwater Sustainability Plan (GSP), adopted in December 2019, was developed to address the subbasin's critical overdraft and bring it into balance by 2040. The Subbasin is heavily reliant on groundwater. Of note, the City and MID are working to reduce water consumption. The City has met Assembly Bill No. 2572 requirements for water meter installation in all residences built in/after 1992; such requirements seek to reduce consumption. Implementation of the Merced Groundwater Subbasin GSP will ensure that groundwater supply is sustainability managed.

In an effort to ensure future growth on the eastern side of the City , in 2016 the City negotiated a settlement with the private Meadowbrook Water Company to relocate their "service area" from the area east of Buhach Road, north of State Highway 99 located within the City Sphere of Influence, to an area north of Santa Fe Drive and south of Cardella Road further to the northeast (the Meadowbrook Water Company was sold to Cal American Water Company in late 2016).

---

[27] City of Atwater. (2018). Drinking Water Quality Report. Accessed December 13, 2023, https://www.atwater.org/wp-content/uploads/2019/12/2017-CCR.pdf
[28] City of Atwater; EMC Planning Group, Inc. (2017). 2014-2043 5th Cycle Housing Element Update. Accessed December 13, 2023, https://www.atwater.org/city-of-atwater-2014-2023-5th-cycle-housing-element/
[29] City of Atwater. (July 2018). Drinking Water Quality Report. Accessed December 13, 2023, https://www.atwater.org/wp-content/uploads/2019/12/2017-CCR.pdf

Atwater General Plan established goals and policies related to groundwater use that would potentially influence implementation of the GSP, as listed below. The GSP anticipates that implementation of the GSP will reinforce Atwater's General Plan goals in addition to the groundwater quality monitoring and remediation described therein.

GOAL CO-1. *Support efforts to monitor and remediate existing groundwater contamination within the planning area.*

> ***Policy CO-1.1.*** *Encourage responsible agencies to continue monitoring and remediation of contamination of the aquifer underneath the CAADC site.*
>
> ***Policy CO-1.2.*** *Encourage the County of Merced to pursue remediation of groundwater contamination in the unincorporated portions of the Planning Area.*

GOAL CO-2. *Prevent the creation of new groundwater contamination or the spread of existing contamination.*

> ***Policy CO-2.1.*** *Work with the Regional Water Quality Control Board (RWQCB) to protect, improve, and enhance groundwater quality in the region.*
>
> ***Policy CO-2.2.*** *Educate the public on the proper handling and disposal of hazardous materials and household hazardous waste.*

According to the Atwater General Plan, most of the city of Atwater lies outside the 100-year floodplain designated by the Federal Emergency Management Agency (FEMA). The Seismic and Public Safety Element addresses flood hazards and dam inundation areas through several goals and policies, as listed below.

GOAL SF-4. *Avoid damage to persons and property resulting from flooding.*

> ***Policy SF-4.1.*** *Restrict development within the 100-year floodplain in a manner that effectively prevents damage to persons and property.*

GOAL SF-5. *Reduce potential flood impacts resulting from dam failures.*

> ***Policy SF-5.1.*** *Ensure that the City's Emergency Plan is updated to include dam failure inundation as a potential emergency and procedures for the efficient and orderly notification and evacuation of potential dam inundation areas.*
>
> ***Policy SF-5.2.*** *Request that the U.S. Army Corps of Engineers provide information relative to the potential dam inundation area associated with Castle Reservoir.*

Stormwater

The City of Atwater, County of Merced, City of Merced, and MID together form a Storm Water Management Group with the purpose to develop a plan to share costs in order to assure the continuity of program elements between agencies and fulfill the requirements set forth by the RWQCB General Permit. The City's storm drainage system generally consists of retention basins with a discharge to a natural drain or MID canal. There are 13 detention basins and 16 storm water lift stations in the city, with pumping capacities ranging from 75 gpm to 8,000 gpm. The City has an agreement with MID for storm water discharge that includes a fee for maintenance of the canal system. MID sets a maximum rate of discharge for each development. In some situations, where service is not available, the City requires private basins to be constructed on Project sites.

4.10.2 Impact Assessment

Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. Because the Project site is greater than one (1) acre in size, the developer is required to prepare a SWPPP (Section 4.7) in compliance with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2012-0006-DWQ). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. Implementation of the SWPPP minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. These provisions minimize the potential for the Project to violate any waste discharge requirements or otherwise substantially degrade surface or ground water quality. Further, runoff resulting from the Project would be managed in compliance with the approved grading and drainage plans. Thus, compliance with existing regulations including the General Construction Permit, BMPs, and AMC in addition to approved plans would reduce potential impacts related to water quality and waste discharge to less than significant levels.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact. The City's long-term water resource planning for existing and future demand is addressed in the City's 2020 Urban Water Management Plan (UWMP). [30] This plan is intended to serve as a tool for planning and phasing the construction of future domestic water supply infrastructure for the projected buildout of the City of Atwater, in accordance with the General Plan.

According to the UWMP, the City uses groundwater wells as the sole source of supply; the City does not use any other water sources including surface water, storm water, recycled water, or desalinated water. As such, groundwater should be viewed as a sustainable resource. The Merced Subbasin Groundwater Sustainability Plan (GSP), adopted in 2019 and revised in 2022, has a goal to achieve sustainable groundwater management on a long-term average basis by increasing recharge and/or reducing groundwater pumping, while avoiding undesirable results. [31] The implementation of the GSP is expected to improve the long-term water supply reliability for the City. Along with the adoption of the UWMP and GSP, the City adopted its Water Shortage Contingency Plan, which consists of four (4) stages to allow the City to reduce its water demand in addition to several restrictions and prohibitions on end users.

Projected water use for each sector is included in Table 4-7. Residential water uses account for approximately 57% of potable water used citywide.

Table 4-7 Projected Potable Water Demand by Sector, 2025 – 2040

Use Type	Water Use by Volume (AF)			
	2025	2030	2035	2040
Single-Family	4,582	4,907	5,254	5,626

[30] City of Atwater (2022). 2020 Urban Water Management Plan. Accessed January 4, 2024, https://www.atwater.org/wp-content/uploads/2022/04/Final-2020-Urban-Water-Management-Plan.pdf
[31] Merced SGMA. (2022). Resources. Accessed January 4, 2024, https://mercedsgma.org/resources#documents

Multi-Family	951	1,018	1,090	1,167
Commercial	2,449	2,622	2,808	3,007
Other	1,660	1,777	1,903	2,038
Total	**9,642**	**10,324**	**11,056**	**11,838**

Source: *City of Atwater, 2020 Urban Water Management Plan, 2022*

According the UWMP, the Project site is located within the City's current service area. The Project has been reviewed by the City and is required to connect to the available water facilities and install water meter box(es) for service. A Water Connection Fee, including Service Connection Fee, Water Capacity Fees, and Water Meter Fee, would be charged for the installation of new water services and meters to serve the property would be assessed based on the number of residential units proposed. Water services would be read and billed monthly on a volume-of use basis.

Potable water demands for the Project were estimated using UWMP's target/unconstrained per capita water use, which is 254 gallons per capita per day (gpcd). It should be noted that the actual water use recorded in 2020 was less than this target at 241 gpcd. The Project site has an existing General Plan land use designation of VLDR – Very Low Density Residential and proposes a GPA to the HDR – High Density Residential land use designation. Table 4-8 summarizes the total water demands to be expected. As shown, the existing land use would utilize approximately 2.6 acre-feet per year (AFY) compared to an estimated 22.0 AFY under the proposed use. Development of the Project site would account for a less than 1% increase above the City's 2020 water demand of 8,559 acre-feet (AF).[32] In addition, the minimal increase in demand would not exceed available groundwater supplies during a normal year water supply estimate of 24,195 AFY (according to pumping capacity). Therefore, the Project would be accommodated by existing groundwater supplies and impacts would be less than significant.

Table 4-8 Summary of Total Water Demands by Land Use

Land Use	# of Units	Water Demand Factor	Household Size *	Water Demand (Gallon per Day) **	Water Demand (Acre-Feet per Year)
VLDR – Very Low Density Residential	3 (maximum)	254 gpcd	3.09	2,354.58	2.6
HDR – High Density Residential	25 (proposed)	254 gpcd	3.09	19,621.50	22.0

** Source: U.S. Census Bureau. 2023. QuickFacts: Atwater city, California. Accessed on January 2, 2024, https://www.census.gov/quickfacts/fact/table/atwatercitycalifornia/PST120222*

*** Water Demand = # of Units * Household Size * Water Demand Factor.*

Furthermore, adherence to connection requirements and recommendations pursuant to the City's water conservation efforts (e.g., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact water supply or impede water management. In particular, the Project would be built accordance with all mandatory outdoor water use requirements as outlined in the applicable California Green Building Standards Code, Title 24, Part 11, Section 4.304 – Outdoor Water Use and verified through the building

[32] City of Fresno (2021). 2020 Urban Water Management Plan. Accessed February 24, 2023, https://www.fresno.gov/publicutilities/wp-content/uploads/sites/16/2021/06/Fresno-2020-UWMP_Public-Draft_2021-06-29.pdf

permit process. As a multi-family residential development that would contain landscaping, the Project shall comply with the updated Model Water Efficient Landscape Ordinance (MWELO) (California Code of Regulations, Title 23, Chapter 2.7, Division 2), as implemented and enforced through the building permit process. Therefore, through compliance, the potential for the Project to substantially decrease groundwater supplies is limited and impacts would be less than significant.

In addition, development of the Project site would increase impervious surfaces which could increase stormwater runoff and reduce groundwater recharge. However, the Project proposes the construction of two (2) bioretention areas to collect and retain groundwater recharge. Therefore, potential for the Project to interfere substantially with groundwater recharge such that the Project would impede sustainable groundwater management of the basin is limited and impacts would be less than significant.

Overall, the proposed Project would not generate significantly greater water demand than would otherwise occur with a higher intensity land use. As a result, it can be presumed that the existing and planned water distribution system and supplies should be adequate to serve the Project, and the Project would thereby not decrease groundwater supplies, interfere substantially with groundwater recharge, or impede sustainable groundwater management of the basin. In addition, adherence to connection requirements and recommendations pursuant to the City's water supply planning efforts (i.e., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact the City's water provision. For these reasons, a less than significant impact would occur as a result of the Project.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on- or off-site?

Less than Significant Impact. Erosion is a natural process in which soil is moved from place to place by wind or from flowing water. The effects of erosion within the Project site can be accelerated by ground-disturbing activities associated with development. Siltation is the settling of sediment to the bed of a stream or lake which increases the turbidity of water. Turbid water can have harmful effects to aquatic life by clogging fish gills, reducing spawning habitat, and suppressing aquatic vegetation growth.

Soil erosion and loss of topsoil can be caused by natural factors, such as wind and flowing water, and human activity. Bare soils, common within agricultural land, are more susceptible to erosion than an already developed urban land, thus it is not expected that erosion could occur on-site. Development of the Project site would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Soil disturbance during construction is largely caused by the use of water. Excessive soil erosion could cause damage to existing structures and roadways.

The likelihood of erosion occurring during construction would be reduced through site grading and surfacing, which would be subject to review and approval by the City for compliance with applicable standards. Future development of the Project site would be required to comply with the Project's SWPPP, construction-related erosion controls and BMPs would be implemented to reduce potential impacts related to erosion and siltation. These BMPs would include, but are not limited to, covering and/or binding soil surfaces to prevent soil from being detached and transported by water or wind, and the use of barriers such as straw bales and sandbags to control sediment. Together, the controls and BMPs are intended to limit soil transportation and erosion. As such, the likelihood of

erosion would be further reduced through compliance with regulations including the General Construction Permit, BMPs, and approved grading and drainage plans as described under criterion a). With these provisions in place, the impact on soil and topsoil by the Project would be considered less than significant.

ii. Substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Less than Significant Impact. Development of the site would result in an increase in the amount of impervious surface, which could increase the volume of runoff. Impervious area pre- and post-construction are estimated to be 49,425 sf. and 17,260 sf., respectively. The Project proposes two (2) bioretention areas to manage surfer runoff to prevent flooding. As previously discussed, development of the site would require compliance with the SWPPP, approved grading and drainage plan, and implementation of BMPs that would control and direct runoff. Compliance would ensure that construction impacts related to the alteration of the site's natural hydrology and the potential increase in runoff that would result in flooding on- or off-site would be less than significant.

iii. Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact. Development of the site would disturb the site's vegetation and soil and temporarily alter the natural hydrology of the site. However, compliance with the SWPPP, approved grading and drainage plan, and implementation of BMPs that would control, and direct runoff would reduce construction impacts related to alteration of the site's natural hydrology and the potential increase in runoff or polluted runoff in excess of existing or planned stormwater drainage systems. Therefore, construction would not result in the creation or contribution of additional sources of runoff or polluted runoff in exceedance of the existing or planned stormwater drainage systems and impacts would be less than significant.

Regarding operational impacts, development of the site would result in an increase in the impervious surface area which would increase runoff from the site. However, compliance with the approved grading and drainage plans would reduce the potential for the Project to cause substantial additional polluted runoff or runoff in excess of existing or planned stormwater drainage systems. A less than significant impact would occur.

iv. Impede or redirect flood flows?

Less than Significant Impact. Although the construction of the proposed Project would increase impervious surfaces, the Project would be required to maintain the site's drainage pattern through Project-specific grading and drainage plans that would be reviewed and approved by the City prior to the issuance of building permits. Through compliance, the potential for the Project to impede or redirect flood flows would be minimized or eliminated and a less than significant impact would occur.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant Impact. The Project site is designated as Zone X on the most recent Flood Insurance Rate Map (FIRM) No. 06047C0405G, dated December 2, 2008. [33] Zone X is a flood hazard area with a 0.2 percent annual

[33] FEMA. FEMA Flood Map Service Center: Search by Address. Accessed December 13, 2023, https://msc.fema.gov/portal/search?AddressQuery=255%20E%20Bellevue%20Rd%20Atwater%2C%20CA%2095301#searchresultsanchor

chance of flood hazard and one (1) precent annual chance flood with average depth less than one foot or with drainage areas of less than one (1) square mile. In addition, the City, inclusive of the Project site, has historically been subject to low to moderate ground shaking and has a relatively low probability of shaking. Seiches are unlikely to form due to the low seismic energy produced in the area. Therefore, as a low-risk area, the Project would have a less than significant impact as it relates to the risk release of pollutants due to project inundations.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact. The Project site is located within the jurisdiction of the Merced Irrigation-Urban GSA and is therefore subject to the Merced Groundwater Subbasin GSP adopted in 2019 and revised in 2022. As described under criterion (b) above, the Project would not decrease groundwater supplies or interfere substantially with groundwater recharge. In addition, the GSP anticipates that implementation of the GSP will reinforce Atwater's General Plan goals in addition to the groundwater quality monitoring and remediation described therein. Therefore, based on compliance with such plans, it can be determined that the Project would not conflict with or obstruct implementation of water quality control plans or sustainable groundwater management plans. For these reasons, a less than significant impact would occur because of the Project.

4.10.3 Mitigation Measures

None required.

4.11 LAND USE PLANNING

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Physically divide an established community?			X	
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

4.11.1 Environmental Setting

The Project proposes a General Plan Amendment to change the Atwater General Plan land use designation from VLDR – Very Low Density Residential to HDR – High Density Residential. A Zone Change is also proposed to change the zoning of the site from R-E – Residential Estate to R-3-1.5 – High Density Residential. A Tentative Parcel Map (TPM) is proposed to split the 1.13-acre site into three (3) parcels, and a Site Plan Review (SPR) would facilitate the development of a 2-story apartment structure on each parcel, totaling 25 dwelling units.

4.11.2 Impact Assessment

Would the project:

a) Physically divide an established community?

Less than Significant Impact. Typically, physical division of an established community would occur if a Project introduced new incompatible uses inconsistent with the planned or existing land uses or created a physical barrier that impeded access within the community. Typical examples of physical barriers include the introduction of new, intersecting roadways, roadway closures, and construction of new major utility infrastructure (e.g., transmission lines, storm channels, etc.).

Surrounding Land Uses

The Project site is generally surrounded by institutional use, residential use and vacant land. Properties to the east, and west are planned and zoned for residential uses, and properties to the south are zoned for agricultural use within the County and planned as Urban Reserve. The Project site is currently vacant with improvements along street frontages and proposes to be developed with multi-family residential use. Proposed site improvements are regulated by development standards and zoning regulations, including height, landscaping, setbacks, improvements, right-of-way dedications, open space, and parking, etc. Review of SPR 23-19-0500 ensures that the Project is consistent and therefore compatible with the existing residential use surrounding the Project site. Therefore, implementation of the Project would be generally consistent with the existing and planned land uses within the Project area.

Circulation System

Access to the site would be provided via one (1) point of ingress/egress on Matthew Street and one (1) point of ingress/egress on Everett Street. Existing 5-feet public sidewalks are located along the north, east, and west of the

site, connecting to existing sidewalks to the adjacent property to the west. Internal circulation of the site would include a 25-feet drive aisle for automobiles and 5-feet wide concrete sidewalks for pedestrians. As such, the Project would be served by the existing circulation system and related infrastructure. Therefore, implementation of the Project would not include the introduction of new, intersecting roadways.

Utility Infrastructure

The Project site would be required to connect to the City's water, wastewater, and stormwater services. Natural gas, electricity, telecommunications, and solid waste services are provided by private companies. Utility systems are described and analyzed in Section 4.10 and Section 4.15. Based on the analysis, implementation of the Project would not result in the construction of new, major utility infrastructure.

As such, the Project does not represent a significant change in the surrounding area as it would develop a vacant and undeveloped site with residential uses that are consistent and compatible with existing uses surrounding the Project site. In addition, the Project does not propose new roadways and does not include major utility infrastructure. For these reasons, the Project would not result in the physical division of an established community and would thereby have a less than significant impact.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. The Project proposes to construct a 25-unit multi-family development with the approval of the associated General Plan Amendment, Zone Change, Tentative Subdivision Map, and Site Plan Review. Approval of the General Plan Amendment and Zone Change would increase the residential density that is permitted on the Project site.

Generally, policy conflicts are environmental impacts when they would result in direct physical impacts or where those conflicts relate to avoiding or mitigating environmental impacts. As such, associated physical environmental impacts are discussed in this document under specific topical sections, such as Biological Resources, Cultural Resources, and Tribal Cultural Resources. The Project includes a General Plan Amendment and Zone Change to provide increased density for residential development. A discussion of land use policies that are applicable to the Project are included in Table 4-9. As discussed below, the Project is generally consistent with the proposed General Plan residential land use designation.

Table 4-9 Discussion on Land Use Policies in the General Plan for Residential Development

General Plan Policy	Project Consistency
Policy LU-1.4 Limit Residential Development Along Highways. *The City shall limit residential development from fronting State Highway 145 and State Highway 180 to ensure public safety. Residential development along these facilities shall be designed and buffered to reduce noise and air pollutant impacts to the maximum extent reasonably feasible and consistent with CEQA review.*	**Consistent.** The Project site does not front and is not within the vicinity of any State Highways.

4.11.3 Mitigation Measures

None required.

4.12 MINERAL RESOURCES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

4.12.1 Environmental Setting

For the purposes of CEQA, mineral resources are land areas or deposits deemed significant by the California Department of Conservation (DOC). Mineral resources include oil, natural gas, and metallic and nonmetallic deposits, including aggregate resources. The California Geological Survey (CGS) classifies and designates areas within California that contain or potentially contain significant mineral resources. Lands are classified into Aggregate and Mineral Resource Zones (MRZs), which identify known or inferred significant mineral resources. According to the California Department of Conservation, CGS's Surface Mining and Reclamation Act (SMARA) Mineral Lands Classification (MLC) data portal, the Project site is in the "MRZ-4" zone, which are "areas where available geologic information is inadequate to assign to any other mineral resource zone category". [34] In addition, the City of Atwater, inclusive of the Project site, is not within a CalGEM-recognized oilfield and there are no oil and gas wells on-site. [35]

4.12.2 Impact Assessment

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project site is not located in an area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, no impact would occur as a result of the Project.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As described above, the Project site is not located in an area designated for mineral resource preservation or recovery and as a result, the Project would not result in the loss of availability of a known mineral

[34] California Department of Conservation. (2021). Mineral Lands Classification. Accessed on January 2, 2024, https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc
[35] California Department of Conservation. Well Finder. Accessed on January 2, 2024, https://maps.conservation.ca.gov/doggr/wellfinder/

resource that would be of value to the region and the residents of the state. Further, the site is not delineated in the General Plan, a Specific Plan, or other land use plan as a locally important mineral resource recovery site, thus it would not result in the loss of availability of a locally important mineral resource. Therefore, no impact would occur as a result of the Project.

4.12.3 Mitigation Measures

None required.

4.13 NOISE

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b)	Generation of excessive groundborne vibration or groundborne noise levels?			X	
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

4.13.1 Environmental Setting

In general, there are two (2) types of noise sources: 1) mobile source and 2) stationary sounds. Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Stationary sounds are sources that do not move such as machinery or construction sites. Two (2) noise generating activities of the Project would include construction (short-term, temporary) and operational (long-term) noise.

Sensitive land uses include residential, schools, churches, nursing homes, hospitals, and open space/recreation areas. Commercial, farmland, and industrial areas are not considered noise sensitive and generally have higher tolerances for exterior and interior noise levels. The nearest sensitive land uses are single-family residential subdivisions adjacent to the Project site on the east and west, in addition to the mobile home parks to the south of the site.

The Atwater General Plan Noise Element and Atwater Municipal Code *Chapter 8 – Health and Safety* outlines policies and regulations to mitigate health effects of noise in the community and prevent exposures to excessive noise levels. Specific to residential uses in the city of Atwater, 55-60 dB is an acceptable level of community noise exposure. Anything above 75 dB is considered to be generally unacceptable. [36]

Existing Ambient Noise Environment

[36] General Plan, Figure 13.1 Land Use Compatibility Guidelines for Development, 1990

The Project site's existing noise environment is impacted by various noise sources. As previously discussed, the Project site is bounded by single-family residences to the east and south, and a community school to the north. Associated noise from residential uses includes vehicles and typical neighborhood noise (i.e. talking, car doors shutting, dogs barking, etc.), which are usually minimized by trees and landscaping. The Project site is also bounded by vacant land to the west. The Project site is not located within the Airport Influence Area of the Castle Airport, nor is it within the Airport's CNEL noise contour. Other sources of noise include the vehicular traffic on Sunset Drive, a local road.

4.13.2 Impact Assessment

Would the project:

a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?*

Less than Significant Impact. Noise generating activities of the Project would include traffic noise and stationery-source noise, such as operations and construction as described below. It is not anticipated that Project would generate substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards, given the type of development proposed (i.e., residential).

Traffic Noise Exposure

Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Sensitive land uses include residential, schools, churches, nursing homes, hospitals, and open space-recreation areas. Commercial, farmland, and industrial areas are not considered noise sensitive and generally have higher tolerances for exterior and interior noise levels. The nearest sensitive land uses are single-family residences to the east and south of the Project site and the community school to the north of the Project site.

According to the General Plan Noise Element, the Project site is not within the 60 dB L_{dn} contour under existing conditions. However, the Project site is projected to be within the 60 dB L_{dn} contour for projected future conditions on major roadways within the City. The primary source of on-going noise from the future residential project will be from vehicles traveling to and from the site. The Project will generate an increase in traffic on some roadways in the Project vicinity. However, the relatively low number of new trips (i.e., 168.5 ADTs) associated with the Project is not likely to increase the ambient noise levels by a significant amount as the area is active with vehicles. As such, it is expected that the traffic noise levels will increase minimally and will not cause a significant impact.

Operational Noise Exposure

The proposed residential use is expected to generate typical neighborhood noise (i.e. talking, car doors shutting, dogs barking, etc.). These noises are expected to be minimal due to the relatively low number of units proposed (i.e., 25 units), and will not introduce a new significant source of noise that isn't already occurring in the area. In addition, household machinery sounds (e.g., HVAC systems, refrigerators, etc.) will be confined within the interior of the buildings. As such, it is expected that the operational noise generated by the Project will be minimal and most likely not cause significant impact to existing uses.

Construction Noise Exposure

Construction Noise Exposure

Construction noise will result from construction activities through the use of construction equipment for grading the site and building the proposed structures. Construction phases would include demolition, site preparation, grading, building construction, architectural coating, and paving. Of all construction phases, it is anticipated that grading would produce the loudest noise.

Construction noise was estimated using the FHWA Roadway Construction Noise Model (RCNM) Version 1.0. For the purpose of this noise assessment, general construction equipment, including air compressors, mixers, cranes, forklifts, generator sets, graders, pavers, paving equipment, rollers, dozers, tractors, and welders, are included in the construction noise modeling. According to existing and anticipated land use within and around the Project site, the baseline and receptors that are analyzed in the RCNM are shown in Table 4-9.

Table 4-10 Receptors and Baseline Analyzed in the RCNM

Location	Land Use	Total dB L_{eq} *
165 feet to the north	School	76.7
100 feet to the east	Residential	81.0

** This number estimates noise when all equipment is used at the same time.*

Short-term construction noises include traffic noise generated from transporting construction equipment and materials and construction worker commuting. These activities would raise noise levels near the site. According to modeling of the FHWA RCNM Version 1.0, construction noise generated from the offroad equipment is estimated to be 76.7 and 81.0 dB L_{eq} if all equipment was used at the same time. Ambient noise from construction activities would cease upon completion of construction. Since the City of Atwater does not have a threshold for construction noise, the construction noise assessment is done for informational purposes.

Although the nearby residential uses would experience elevated noise levels from construction, these activities would be temporary and would generally take place in accordance with AMC *Section 8.44.050* which regulates permissible hours of construction between the hours of 7:00 am and 7:00 pm, Monday through Friday, and 9:00 am and 5:00 pm, Saturdays and Sundays.

Overall, Project construction is not expected to result in a significant impact because the noise would be regulated by the AMC. Noise would thereby be generated during daylight hours and not during evening or more noise-sensitive time periods; and the increase in noise would cease upon completion of the Project. For these reasons, a less than significant impact would occur.

Although the Project would result in increased ambient noise level at the Project site, compliance with the General Plan policies and AMC requirements would result in the Project's compliance with applicable standards. Overall, the Project would result in a less than significant impact in regard to noise.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Ground borne vibration may result from operations and/or construction, depending on the use of equipment (e.g., pile drivers, bulldozers, jackhammers, etc.), distance to affected structures, and soil type. Depending on the method, equipment-generated vibrations could spread through the ground and affect nearby buildings. It is not anticipated that the Project would generate excessive ground borne vibration or ground borne noise levels, given the type of development. Further, construction or operation of the Project would not involve equipment that would generate substantial groundborne vibration of ground borne noise levels. As

discussed under criterion project-generated stationary noise sources would be regulated by the AMC. Through compliance with the AMC, the Project would result in a less than significant impact.

c) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The nearest public airport to the Project site is the Merced County Castle Airport which is 3.4 miles northeast of the site. According to the Merced County Airport Land Use Compatibility Plan (2012) and the Castle Airport Master Plan (2011), the Project site is located outside of the airport's Airport Influence Area and is therefore not subject to land use compatibility policies. [37] [38] Therefore, the Project would have no impact.

4.13.3 Mitigation Measures

None required.

[37] County of Merced. (2021). Merced County Airport Land Use Compatibility Plan. Accessed on January 2, 2024, https://www.co.merced.ca.us/406/Airport-Land-Use-Commission

[38] County of Merced. (2011). Castle Airport Master Plan. Accessed on January 2, 2024, http://web2.co.merced.ca.us/pdfs/env_docs/castle/CAED/Castle_AMP_full.pdf

4.14 POPULATION AND HOUSING

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

4.14.1 Environmental Setting

CEQA Guidelines *Section 15126.2(d)* requires that a CEQA document discuss the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The CEQA Guidelines provide an example of a major expansion of a wastewater treatment plant that may allow for more construction within the service area. The CEQA Guidelines also note that the evaluation of growth inducement should consider the characteristics of a project that may encourage or facilitate other activities that could significantly affect the environment. Direct and Indirect Growth Inducement consists of activities that directly facilitate population growth, such as construction of new dwelling units. A key consideration in evaluating growth inducement is whether the activity in question constitutes "planned growth."

City of Atwater General Plan

The City of Atwater General Plan estimates the capacity of existing residential uses to hold a total of 64,172 people at full buildout of the city's Planning Area.

U.S. Census Bureau

According to the U.S. Census Bureau, the population of Atwater is 32,372 with an average household size of 3.09 in 2022. [39]

4.14.2 Impact Assessment

Would the project:

[39] U.S. Census Bureau. 2023. QuickFacts: Atwater city, California. Accessed on January 2, 2024, https://www.census.gov/quickfacts/fact/table/atwatercitycalifornia/PST120222

a) *Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

Less than Significant Impact. The Project includes a General Plan Amendment and Rezone that requests a land use change from VLDR – Very Low Density Residential to HDR – High Density Residential and a rezone from R-E – Residential Estate to R-3-1.5 – High Density Residential, consistent with the proposed land use designation.

The Project proposes the development of a 25-unit multi-family residential development. Based on an average household size of 3.09, 25 units could generate approximately 77 new residents thereby increasing the city's population from 32,372 to 32,449.

Overall, the population and housing units generated by the proposed Project would be within the Atwater General Plan projections for Atwater. Therefore, the Project would not induce substantial unplanned population growth and a less than significant impact would occur.

b) *Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact. The Project site is currently vacant with no structures. The site does not contain any existing housing or residential uses. Since the site does not currently provide housing, future development of the Project site would not result in the physical displacement of people or housing. No impact would occur because of the Project.

4.14.3 Mitigation Measures

None required.

4.15 PUBLIC SERVICES

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i.	Fire protection?			X	
ii.	Police protection?			X	
iii.	Schools?			X	
iv.	Parks?			X	
v.	Other public facilities?			X	

4.15.1 Environmental Setting

The Project is located within Atwater city limits and thus, would receive public services provided by the City of Atwater and will be subject to fees to provide such services, as applicable. Services provided are described as follows.

Fire Protection Services

Fire protection services in the city are provided by Cal Fire; the City also has a mutual aid agreement with the City of Merced that was established in 1993. The City of Atwater operates two (2) fire stations: Station 41 at 699 Broadway Avenue and Station 42 at 2006 Avenue Two. In 2017, the City updated the Municipal Service Review and cited a response time of less than seven (7) minutes for 90 percent of responses. The Project would be reviewed by Cal Fire and is subject to regulations and standards such as the California Uniform Fire Code (UFC), which includes regulations on construction, maintenance, and building use.

Police Protection Services

Police protection services within the city are provided by the Atwater Police Department. The Police Department currently operates from the main police station located at Bellevue Road. The Police Department divides the city into two (2) sectors, north and south. The Police Department reviews all projects to ensure that building and site designs consider utilization of crime prevention features and techniques.

Schools

Educational services within the Project area are primarily served by Atwater Elementary School District and the Merced Union High School District. Funding for schools and school facilities impacts is outlined in Education Code Section 17620 and Government Code *Section 65995 et. Seq.*, which governs the amount of fees that can be levied against new development. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute is deemed "full and complete mitigation."

Parks and Recreation

Park and Recreational facilities are overseen by the Atwater Recreation Department. According to the Atwater General Plan, the City's park standard is a minimum of 3.0 park acres per 1,000 population. To mitigate any impacts to park and recreational facilities, residential projects may be conditioned by the City to pay the Park and Recreation Facilities Tax in addition to any requirements of the Quimby Act.

4.15.2 Impact Assessment

Would the project:

a) ***Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:***

i. Fire protection?

Less than Significant Impact. The Project will be served by Cal Fire. Atwater Fire Station 41 is approximately 0.9 miles northeast of the Project site. The Project's proximity to the existing fire station would support adequate service ratios, response times, and other performance objectives for fire protection services. In addition, Cal Fire will review the Project for requirements related to water supply, fire hydrants, and fire apparatus access to the structures proposed on site. For these reasons, it can be determined that the Project can be served by existing facilities and would not result in the need for new or altered facilities and as a result, a less than significant impact would occur.

ii. Police protection?

Less than Significant Impact. The Project will be served by the Atwater Police Department. The Project site is approximately 1.7 miles southwest of the city's Police Department. The Project is subject to the Police Facilities Fee for construction and acquisition costs for improvements to police protection services and facilities. For these reasons, it can be determined that the Project can be served by existing facilities and would not result in the need for new or altered facilities and as a result, a less than significant impact would occur.

iii. Schools?

Less than Significant Impact. Since the Project proposes the development of 25 residential units, the Project is subject to school fees. The development and management of school sites are the responsibility of school districts and elected governing school boards. Funding for schools and school facilities impacts is outlined in Education Code *Section 17620* and Government Code *Section 65995 et. Seq.*, which governs the amount of fees that can be levied against new development. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute is deemed "full and complete mitigation." In addition, the site is planned and zoned for

residential development and has been previously accounted for in siting school facilities. Therefore, a less than significant impact would occur.

iv. Parks?

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from residential development. The Project proposes residential development that would introduce residents to the area and therefore increase the demand for and use of existing neighborhood and regional parks or other recreational facilities. The nearest parks to the Project site include Bloss Park (0.8 miles northeast), Atwater Memorial Ballpark (0.9 miles northeast), Ralston Park (0.9 miles northeast), and Heller Park (0.9 miles north). As a multi-family residential development, the Project would be subject to providing on-site open space pursuant to AMC *Section 17.24* in addition to the Park and Recreation Facilities Tax and in-lieu fee requirements to mitigate any potential impacts to municipally owned parks. The Project includes approximately 17,552 sf. of landscaped area throughout the site including two (2) bioretention areas. Compliance with these requirements would reduce any impacts resulting from increased residential demand for park and recreational facilities so as to not cause substantial physical deterioration of the facilities. For these reasons, the Project would have a less than significant impact.

v. Other public facilities?

Less than Significant Impact. The Project introduces residences to the area, thus increasing the demand for other public services, such as courts, libraries, hospitals, etc., which could result in development or expansion of public facilities. Typical environmental impacts associated with the development of these facilities include air quality, greenhouse gas emissions, noise, traffic, etc. The expansion of these facilities would be subject to CEQA as they are proposed. In addition, future development would be subject to the payment of the Development Impact Fee in order to mitigate any potential impacts to these public facilities. As a result, the Project would have a less than significant impact.

4.15.3 Mitigation Measures

None required.

4.16 RECREATION

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

4.16.1 Environmental Setting

Park and Recreational facilities are overseen by the Atwater Recreation Department. According to the Atwater General Plan, the City's park standard is a minimum of 3.0 park acres per 1,000 population. To mitigate any impacts to park and recreational facilities, residential projects may be conditioned by the City to pay the Park and Recreation Facilities Tax in addition to any requirements of the Quimby Act.

Atwater General Plan

The Atwater General Plan Land Use, Public Facilities and Community Infrastructure Element includes the following objectives and policies related to park and recreational facilities and services:

GOAL LU-23. *Develop a comprehensive strategy for parkland acquisition, construction, and maintenance which meets the community's adopted standards for recreation facilities.*

> ***Policy LU-23.1.*** *Strive to maintain or exceed a minimum standard of 3.0 acres of public park land per 1,000 population.*
>
> ***Policy LU-23.2.*** *Ensure that park and recreation facilities are distributed equitably throughout the community.*
>
> ***Policy LU-23.3.*** *Identify areas of the City that are deficient in park and recreational facilities and assign top priority for future park construction to these areas.*
>
> ***Policy LU-23.4.*** *Incorporate park and recreation facilities within the CAADC into the City's park system, as appropriate.*
>
> ***Policy LU-23.5.*** *Encourage private ownership and operation of park and recreation facilities located within the CAADC that are not incorporated into the City's system.*

4.16.2 Impact Assessment

Would the project:

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from residential development. The Project proposes residential development that would introduce residents to the area and therefore increase the demand for and use of existing neighborhood and regional parks or other recreational facilities. The nearest parks to the Project site include Bloss Park (0.8 miles northeast), Atwater Memorial Ballpark (0.9 miles northeast), Ralston Park (0.9 miles northeast), and Heller Park (0.9 miles north). As a multi-family residential development, the Project would be subject to providing on-site open space pursuant to AMC *Section 17.24* in addition to the Park and Recreation Facilities Tax and in-lieu fee requirements to mitigate any potential impacts to municipally owned parks. The Project includes approximately 17,552 sf. of landscaped area throughout the site including two (2) bioretention areas. Compliance with these requirements would reduce any impacts resulting from increased residential demand for park and recreational facilities so as to not cause substantial physical deterioration of the facilities. For these reasons, the Project would have a less than significant impact.

b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

Less than Significant Impact. The Project includes on-site recreational facilities as described under criterion a). Other than the on-site facilities, the Project would not require the construction or expansion of recreational facilities. The on-site recreational facilities would be developed in accordance with on-site open space requirements pursuant to AMC *Section 17.24*. Compliance would ensure that the facilities would not be in an area or be built to a scale that would cause an adverse physical effect on the environment. As a result, a less than significant impact would occur.

4.16.3 Mitigation Measures

None required.

4.17 TRANSPORTATION

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b)	Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			X	
c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d)	Result in inadequate emergency access?			X	

4.17.1 Environmental Setting

The Project site is currently vacant with no structures. The site contains existing improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south, along Sunset Drive and Matthew Street. Sunset Drive, a two-lane, east-west local road forms the southerly site boundary. Matthew Street, a two-lane loop, forms the eastern and northern site boundary. The Project proposes the development of three (3) apartment buildings totaling 25 dwelling units.

CEQA Guidelines

Under Senate Bill 743 (SB743), traffic impacts are related to Vehicle Miles Traveled (VMT). The VMT metric became mandatory on July 1, 2020. Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual automobile travel (additional miles driven) a proposed Project would create on California roads. If the project adds excessive automobile travel onto roads, then the project may cause a significant transportation impact. Therefore, LOS measures of impacts on traffic facilities are no longer a relevant CEQA criteria for transportation impacts.

To implement SB 743, the CEQA Guidelines were amended by adding *Section 15064.3*. According to *Section 15064.3*, VMT measures the automobile travel generated from a proposed project (i.e., the additional miles driven). Here, 'automobile' refers to on-road passenger vehicles such as cars and light-duty trucks. If a proposed project adds excessive automobile travel on California roads thereby exceeding an applicable threshold of significance, then the project may cause a significant transportation impact.

Among its provisions, *Section 15064.3(b)* establishes criteria for analyzing transportation impacts. Specifically, *Section 15064.3(b) (1)* establishes a less than significant presumption for certain land use projects that are proposed

within ½-mile of an existing major transit stop or along a high-quality transit corridor. If this presumption does not apply to a land use project, then the VMT can be qualitatively or quantitatively analyzed.

In the case that quantitative models or methods are not available to the lead agency to estimate the VMT for the project being considered, provisions of CEQA Guidelines *Section 15064.3(b)(3)* permits the lead agency to conduct a qualitative analysis. The qualitative analysis may evaluate factors including but not limited to the availability of transit, proximity to other destinations, and construction traffic.

Lastly, *Section 15064.3(b)(4)* of the CEQA Guidelines states that *"[a] lead agency has discretion to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revision to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section."*

SB 743 Technical Advisory

In April 2018, the Governor's Office of Planning and Research (OPR) issued the Technical Advisory on Evaluating Transportation Impacts in CEQA (Technical Advisory) (revised December 2018) to provide technical recommendations regarding VMT, thresholds of significance, and mitigation measures for a variety of land use project types.

The Technical Advisory includes screening thresholds for agencies to use in order to identify when a project should be expected to cause a less-than-significant impact without conducting a detailed study.

- *Screening Thresholds for Small Project.* Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than significant transportation impact. This threshold is based on a CEQA categorical exemption for existing facilities, including additions to existing structures of up to 10,00 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area.
- *Map-Based Screening Threshold for Residential and Office Projects.* Residential and office projects that locate in areas with low VMT, and that incorporate similar features (i.e., density, mix of uses, transit accessibility), will tend to exhibit similarly low VMT. Maps created with VMT data, for example from a travel survey or a travel demand model, can illustrate areas that are currently below threshold VMT. Because new development in such locations would likely result in a similar level of VMT, such maps can be used to screen out residential and office projects from needing to prepare a detailed VMT analysis.
- *Presumption of Less Than Significant Impact Near Transit Thresholds.* Proposed CEQA Guideline *Section 15064.3*, subdivision (b)(1), states that lead agencies generally should presume that certain projects (including residential, retail, and office projects, as well as projects that are a mix of these uses) proposed within ½ mile of an existing major transit stop or an existing stop along a high quality transit corridor will have a less-than-significant impact on VMT. This presumption would not apply, however, if project-specific or location-specific information indicates that the project will still generate significant levels of VMT.

- *Presumption of Less Than Significant Impact for Affordable Residential Development.* Adding affordable housing to infill locations generally improves jobs-housing match, in turn shortening commutes and reducing VMT. Therefore, a project consisting of a high percentage of affordable housing may be a basis for the lead agency to find a less-than-significant impact on VMT.

According to the Technical Advisory, lead agencies, using more location-specific information, may develop their own more specific thresholds, which may include other land use types. The Merced County Association of Governments (MCAG) adopted VMT Thresholds and Guidelines in 2022 for seven (7) jurisdictions, including the City of Atwater.

MCAG VMT Thresholds and Guidelines

MCAG VMT Thresholds and Guidelines includes project screening criteria, methodologies for estimating project specific VMT, regional and local thresholds, and VMT mitigation strategies. Similar to the OPR, a project is presumed less than significant with no further VMT analysis necessary if it meets one of the project screening criteria, including

- *Project is within a Transit Priority Area/High Quality Transit Corridor: within 0.5 miles of a transit stop, consistent with RTP/SCS, FAR >0.75, limited parking, does not reduce the number of affordable housing units.*
- *Project is a Local-Serving Retail less than 50,000 sf.*
- *Project is a Low Trip Generator: less than 1,000 ADT for projects consistent with the General Plan and less than 500 ADT for projects inconsistent with the General Plan.*
- *Project is 100% Affordable Housing Units.*
- *Project is Institutional or Government and Public Service Uses.*
- *Project is located in Low VMT Zones.*

If the project does not meet any of the screening criteria listed above, the project is subject to further analysis using the MCAG Travel Demand Model (TDM).

Atwater General Plan

The Atwater General Plan establishes a street classification system to categorize roadways and transportation facilities. [40] The classification system is used for engineering design and traffic operation standards. The following roadway classifications are applicable to the Project site, as defined by the General Plan:

> **Urban Local Roads.** These roads provide access to abutting property and link properties to the collector system.

The General Plan identifies the following objective and policy related to analyzing transportation impacts.

GOAL CIRC-1. *Maintain adopted Level of Service (LOS) for City streets and intersections.*

> ***Policy CIRC-1.1*** *Establish and maintain a minimum LOS of D for all arterial and collector streets within the City.*

[40] City of Atwater. (2000). General Plan. 3. Circulation. Accessed January 4, 2024, https://www.atwater.org/docs/generalplan/CHAPTER_3__CIRCULATION.PDF

Policy CIRC-1.2. Establish intersection LOS standards when more specific intersection traffic data becomes available.

Policy CIRC-1.3. Design roadway improvements and evaluate development projects using established LOS standards.

Policy CIRC-1.4. Develop the City's roadway system in conformance with the planned roadway system shown on the Circulation Plan and the City's adopted cross section standards.

Policy CIRC-1.5. Access for land uses adjacent to Castle Parkway will be provided by frontage roads which parallel the Parkway. Direct access to the Parkway will be limited to the primary east-west corridors in the area.

GOAL CIRC-2 Creation of a comprehensive financing strategy for local roadway improvements.

Policy CIRC-2.1 Consider financing strategies required to implement the "local" traffic portion of the Merced/Atwater Corridor Major Investment Study (MIS).

Policy CIRC-2.2 Provide "fair share" City funding for regional transportation improvements at a level equal to the contribution of Atwater-generated traffic on the roadway or intersection. Seek regional, state, or other funding for improvements whose need is generated by traffic originating outside Atwater.

GOAL CIRC-3 Support efforts to improve vehicular connections between Atwater and the UC Merced access system.

Policy CIRC-3.1 Support efforts to obtain funding for the projects proposed in the MIS and any subsequent documents approved on a regional basis.

Policy CIRC-3-2 Explore improvements to other roadways connecting the City with UC Merced.

GOAL CIRC-4 Creation of new entrances into Atwater north of the Applegate interchange.

Policy CIRC-4.1 Support efforts to implement the projects proposed in the MIS, which includes improvements to the 99/Applegate interchange, extension of Bellevue Road to the west, and the creation of a new interchange at SR 99/Westside Boulevard.

Policy CIRC-4.2 Support the implementation of the Atwater Redevelopment Agency's Implementation Plan, which includes improvements to the Applegate interchange.

GOAL CIRC-5 Provide sufficient parking for all commercial, industrial, residential, and other uses, either off-street or on-street as appropriate.

Policy CIRC-5.1 Require that all new development provides sufficient on- or offstreet parking to meet the standards of the City's Zoning Code or any other applicable planning document (such as the Downtown Specific Plan).

GOAL CIRC-8 Provide a safe and efficient pedestrian circulation system which connects residential areas, schools, and commercial areas with parking lots and public transportation.

Policy CIRC-8.1 Require new public and private development and infrastructure projects to include sidewalks or on-site pedestrian features.

Policy CIRC-8.2 Ensure that pedestrian circulation within commercial development projects is considered and that safe walkways separated from parking stalls and drive aisles are provided.

4.17.2 Impact Assessment

Would the project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less Than Significant Impact. The Project would be required to comply with all project-level requirements implemented by a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Compliance is further discussed below. Overall, the Project would not conflict with a program plan, ordinance, or policy addressing the circulation system and a less than significant impact would occur.

Roadway Facilities

The Project site is a vacant site with existing street improvements, including curb, gutter, sidewalks, overhead utilities, and streetlights, to its north, east, and south boundary of the site, along Sunset Drive and Matthew Street. Sunset Drive, a two-lane, east-west local road forms the southerly site boundary. Matthew Street, a two-lane loop, forms the eastern and northern site boundary. These roadways are local and not shown on the General Plan Circulation Plan.

While street improvements are existing, the Project would construct new driveway approaches on the east and north boarder of the site per City of Atwater Public Works standards. The Project would be required to submit Improvement Plans for the required off-site improvements through the Building Permit process, for review and approval by the City to ensure improvements would be consistent with the city's standards.

The Project also proposes 38 parking stalls, including 32 standard stalls, 3 compact stalls, and 3 accessible stalls. This meets the requirement of 1.5 spaces per unit, i.e., 37.5 parking stalls in total. As such, the Project is compliant with General Plan *Policy CIRC-5.1*. Overall, the Project would be generally consistent with the General Plan's goals and policies and would not conflict with a program plan, ordinance, or policy addressing roadway facilities.

Pedestrian and Bicycle Facilities

There are existing pedestrian facilities (i.e., sidewalks) adjacent north, east, and south of the Project site. There are no existing or proposed bicycle facilities adjacent to or in proximity to the Project site as identified in the General Plan. The Project proposes a six-ft. wide concrete sidewalk for onsite pedestrian circulation. The proposed facilities would help achieve the General Plan's goal by providing on-site pedestrian features (*Policy CIRC-8.1*).

Transit Facilities

There are no existing or planned transit facilities adjacent to or in proximity to the Project site as identified by the General Plan. The nearest transit bus stop to the Project site is the Atwater Target (Stop ID: 4305) stop on Route A1 – Atwater Loop, which is approximately 0.4 mile from the site. Therefore, the Project would not conflict with a program, plan, ordinance, or policy addressing transit facilities.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less than Significant Impact. SB 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as VMT instead of LOS. MCAG VMT Thresholds and Guidelines (2022) adopted a screening criteria that can be used to screen out qualified projects that meet the adopted criteria from needing to prepare a detailed VMT analysis. According to the Guidelines, the proposed Project screens out as a Low Trip Generator, which has a threshold generating less than 500 ADT for projects that are inconsistent with the General Plan. Since the project is inconsistent with the General Plan because it proposes a General Plan Amendment to change the land use designation from VLDR – Very Low Density Residential to HDR – High Density Residential the 500 ADT threshold is appropriate. Trip generation is estimated using generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. ITE Land Use 220, Low-Rise Multifamily Housing, is used for the proposed development. Low-Rise Multifamily Housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Table 4-11 provides the Project's trip generation estimates. The proposed Project is anticipated to generate 168.5 ADT.

Table 4-11 Project Trip Generation

ITE Land Use	Dwelling Units	Average Rate (ADT)	Trip Generation (ADT)
Low-Rise Multifamily Housing (220)	25	6.74	168.5

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

Since the Project is expected to generate 168.5 ADT, it is under the threshold of 500 ADT that is set forth in the MCAG VMT Thresholds and Guidelines. Therefore, the Project would not conflict with CEQA Guidelines *Section 15064.3(b)* and impacts would be less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact. The Project design does not contain any geometric design features that would create hazards. Implementation of the Project would not require the improvement and expansion of the roadway network serving the Project site. The site would be accessible via two (2) point of ingress/egress on the north and east boundary of the site. An internal turning radius is also proposed per City of Atwater standards for fire and solid waste vehicle access. In addition, the Project would be required to submit Improvement Plans through the Building Permit process for review and approval by the City to ensure offsite improvements (i.e., driveway approach) would be consistent with adopted City of Atwater standards. Compliance with such standards, specifications, and plans would ensure that any traffic hazards are minimized. Lastly, the Project proposes a residential development of a site that is planned and zoned for residential use within an area comprising existing and planned residential uses. Therefore, the Project does not propose an incompatible use because it is consistent with the existing development in the area and is similar in nature to the surrounding uses. As a result, implementation of the Project would result in a less than significant impact related to hazards due to roadway design features or incompatible uses.

d) Result in inadequate emergency access?

Less than Significant Impact. The Project does not involve a change to any emergency response plan. In addition, the Project site is subject to review by the City to ensure adequate site access including emergency access. In the case that Project construction requires lane closures, access through existing roadways would be maintained through standard traffic control and therefore, potential lane closures would not affect emergency evacuation plans. Thus, a less than significant impact would occur because of the Project.

4.17.3 Mitigation Measures

None required.

4.18 TRIBAL CULTURAL RESOURCES

Would the project: Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC section 5020.1(k), or,		X		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC section 5024.1. In applying the criteria set forth in subdivision (c) of PRC section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

4.18.1 Environmental Setting

See Section 4.5.

4.18.2 Impact Assessment

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Less than Significant Impact with Mitigation Incorporated. Based on the CHRIS Records Search conducted on December 12, 2023, there are no known local, state, or federal designated historical resources pursuant to *Section 5020.1(k)* on the Project site. While there is no evidence that historical resources exist on the Project site, there is some possibility that existing structures qualify as historical resources or hidden and buried resources may exist with no surface evidence that may be impacted by future physical development of the site. In the event of the accidental discovery and recognition of previously unknown historical resources before or during construction activities, the Project shall incorporate ***Mitigation Measure CULT-1*** to assure construction activities do not result in significant impacts to any potential historical resources discovered above or below ground surface. Thus, if such

resources were discovered, implementation of the required mitigation measures would reduce the impact to less than significant. As a result, the Project would have a less than significant impact with mitigation incorporated.

b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

Less than Significant Impact with Mitigation Incorporated. The Project site and its resources have not been determined by the City to be significant pursuant to *Section 5024.1*. However, as discussed in Section 4.5, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which could constitute a significant impact. Therefore, the Project shall incorporate ***Mitigation Measure CUL-1*** and ***Mitigation Measure CUL-2*** to assure construction activities do not result in significant impacts to any potential resources of significance to a California Native American tribe discovered above or below ground surface. Thus, if such resources were discovered, implementation of the required mitigation measures would reduce the impact to less than significant. As a result, the Project would have a less than significant impact with mitigation incorporated.

4.18.3 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Cultural Resources related mitigation measures CUL-1 and CUL-2 as identified above and in the MITIGATION MONITORING AND REPORTING PROGRAM contained in SECTION 5.

4.19 UTILITIES AND SERVICE SYSTEMS

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effect?			X	
b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c)	Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d)	Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				X

4.19.1 Environmental Setting

The Project is within the City of Atwater limits and thus, will be connected to water, sewer, stormwater, and wastewater services provided by the City of Atwater and may be subject to fees to be provided such services. The Project would be served by private companies for the provision of solid waste collection and disposal and electricity and natural gas, as needed. Each utility system is described below.

Water

Water supply, usage, and services are described in Section 4.10.

Wastewater

The City provides sewage disposal and treatment using a pipeline system, pump stations, and a wastewater treatment plant (WWTP) facility. The new WWTP, constructed in 2012, is located west of State Route 99 on Bert

Crane Road and handles an average flow of six (6) million gallons per day (MGD). The wastewater treatment plant (WWTP) is owned by the City but operated by a private contractor, Veolia Water North America, West. The 2020 average daily flow was 3.3 mgd, which is approximately 54% of the current average daily permitted flow. The WWTP receives and treats wastewater from the City as well as the Winton Water and Sanitary District (WWSD) and Castle Airport. [41]

Solid Waste

Solid waste in the city is collected by a private contractor, Mid Valley Disposal, and then transported and disposed in one (1) of two (2) Merced County Landfills. The Merced County Association of Governments (MCAG) is responsible for managing and implementing regional solid waste disposal services, known as the Merced County Regional Waste Management Authority (RWA). The RWA owns and operates the two (2) regional landfills within Merced County and administers integrated waste management contracts and grants on behalf of member jurisdictions.

Stormwater

Stormwater services are described in Section 4.10.

Natural Gas and Electricity

Major electrical transmission lines run through the northern and southern portions of the city. Electrical and natural gas service is largely provided by MID, primarily from fossil fuel and hydroelectric sources. State Route 99 contains a major natural gas main and crude oil pipeline. The gas main pipeline has an offshoot line running directly north through down, beginning approximately at Atwater Boulevard and First Street.

4.19.2 Impact Assessment

Would the project:

a) ***Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?***

Less than Significant Impact. The Project site is within city limits and thus, would be required to connect to water, stormwater, solid waste, and wastewater services. Natural gas, electricity, and telecommunications would be provided by private companies. The Project also proposes the construction of two (2) bioretention areas within the site boundaries to collect and treat on-site stormwater discharge. The City and responsible agencies have reviewed the Project to determine adequate capacity in these systems and ensure compliance with applicable connection requirements. In addition to connections to water, stormwater, solid waste, and wastewater services, the Project would be served by MID for natural gas and electricity and by the appropriate telecommunications provider for the Project Area. Therefore, all wet and dry public utilities, facilities, and infrastructure are in place and available to serve the Project site without the need for relocated, new, or expanded facilities. While new utility and service connections would need to be extended to and from the Project site (e.g., sewer, stormwater runoff, electrical),

[41] City of Atwater (2022). 2020 Urban Water Management Plan. Accessed January 4, 2024, https://www.atwater.org/wp-content/uploads/2022/04/Final-2020-Urban-Water-Management-Plan.pdf

these new connections would not result in a need to modify the larger off-site infrastructure. Therefore, the Project would not require or result in the relocation or construction of new or expanded facilities and as such, and impact would be less than significant.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than Significant Impact. As discussed in detail in Section 4.10, the City's long-term water resource planning is addressed in the City's 2020 UWMP. According to these plans, the city uses groundwater wells as the sole source of supply; the city does not use any other water sources including surface water, storm water, recycled water, or desalinated water. As such, groundwater should be viewed as a sustainable resource. As concluded in Section 4.10, it can be presumed that existing groundwater water supplies should be adequate to serve the Project's anticipated demand.

The UWMP projects normal water year, single dry water year, and five-year consecutive drought period supplies based on historic water allocations, sustainable yields, and utilization of recycled water. Based on these projections, the UWMP found that groundwater supplies remain reliable in all hydrologic conditions. The projections also show that the City will have greater than 10,000 AF available supply in normal years after meeting demands. In a single dry year and five-year consecutive drought periods, groundwater supplies will be reduced but the City would still be able to meet all potable demands. Based on these projections, it can be inferred that future development, such as the proposed Project, will not negatively impact the City's ability to provide water assuming adherence to requirements and recommendations from the City's water resources planning efforts.

Overall, based on the information collected from the UWMP, the Project would not generate significantly greater water demand as to substantially decrease groundwater supplies. As a result, it can be presumed that the existing and planned water distribution system should be adequate to serve the Project during normal, dry, and multiple dry years. In addition, adherence to connection requirements and recommendations pursuant to the City's water supply planning efforts (i.e., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact the City's water provision. For these reasons, a less than significant impact would occur as a result of the Project.

c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than Significant Impact. The City's long-term wastewater planning is addressed in the City's 2010 Sewer Master Plan (Master Plan). Land use types are important to determine projected demand and adequate sizing and capacity for pipes and facilities to maintain effective sanitary sewer system facilities. The land use assumptions in the Master Plan were based on the General Plan and projected future development within the City's proposed growth boundary. The Master Plan estimates the future quantity of wastewater generated at build out of the collections system. Wastewater flows associated with build out are projected to be approximately 7.08 millions of gallons per day (mgd).

The Project proposes a GPA to change the planned land use designation from VLDR – Very Low Density Residential to HDR – High Density Residential. Therefore, as a higher density residential development, the Project is anticipated to generate additional wastewater beyond existing conditions. As shown in Table 2-1 of Master Plan, the Very Low

Density residential land use type is projected to generate a wastewater flow coefficient (gpd/ac) of 300 gpd/ac and the High Density residential land use type is projected to generate 1,500 gpd/ac. Table 4-12 summarizes the total wastewater flows to be expected for the Project. Additionally, payment of Sewer Connection Fees and ongoing user fees would ensure that the Project's impacts on existing wastewater facilities are adequately offset (i.e., ensuring that sufficient capacity is available). The developer is also conditioned to provide sewer loading calculations and report for the development.

Table 4-12 Summary of Total Wastewater Flows by Land Use

Land Use Type	Area (ac)	Wastewater Flow Coefficient (gpd/ac)	Daily Average (GPD)
Very Low Density Residential	1.13	300	339
High Density Residential	1.13	1,500	1,695

Source: *City of Atwater Sewer Master Plan (2010)*

According to the Master Plan, the City manages and maintains gravity sewer lines ranging from 4 to 36 inches in diameter, 18 active lift stations, and force mains ranging from 4 to 14 inches in diameter. Wastewater generated in the sewer service area is conveyed to the Atwater's Wastewater Treatment Plant (WWTP). However, sewage from Castle Airport does not flow through the City's sewer network. Atwater's WWTP has a capacity of 6.0 mgd (millions of gallons per day) and the current average daily flow is 3.43 mgd. It is expected that future sewer mains need to be primarily 10 to 24 inches in diameter, based on capacity levels.

In summary, the Project is anticipated to generate additional wastewater beyond existing conditions. However, there are existing facilities available to convey wastewater generated from the Project subject to the installation of a new sewer house branch(es) and payment of Sewer Connection Fees and ongoing user fees. Payment of the required Sewer Connection Fees and ongoing user fees would ensure that sufficient capacity is available and that the Project's impacts on existing facilities are adequately offset. For these reasons, it can be determined that the wastewater treatment provider has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments. Therefore, the Project would have a less than significant impact.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact. Solid waste collection services provided within the City of Atwater are in compliance with the California Integrated Waste Management Act of 1989 (AB 939), which requires each jurisdiction in California to divert at least 50% of its waste stream away from landfills either through waste reduction, recycling, or other means. In addition, Mid Valley Disposal complies with SB 1383, which requires reduction of organic waste disposal by 75% by 2025. [42]

Construction

CALGreen mandates locally permitted new residential building construction and demolition to recycle and/or salvage for reuse a minimum 65% of the nonhazardous construction and demolition debris generated during the Project. Further, the recycling of construction and demolition materials is required for any City-issued building or demolition permit that generates at least eight (8) cubic yards of material by volume. Therefore, the Project would

[42] Mid Valley Disposal. Compliance and Regulation. Accessed January 4, 2023, https://www.midvalleydisposal.com/sustainability/compliance-and-regulation/

be required to implement techniques to reduce and recycle waste during construction activities in accordance with mandatory requirements under CALGreen as implemented through the building permit process. Compliance would be ensured through the building permit process. Therefore, through compliance, solid waste generated through construction activities is not anticipated to generate solid waste in excess of state or local standards, in excess of the capacity of the local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Therefore, the Project would have a less than significant impact.

Operations

The Project is anticipated to generate 100 to 215 pounds of solid waste per day (18.25 to 39.24 tons per year) as estimated using CalRecycle's generation rates. [43] According to the review of the Project by the City of Atwater Engineering Department, trash enclosures are required to be shown on the Final Map to ensure provision. As such, Project operations are not anticipated to generate solid waste in excess of state or local standards, in excess of the capacity of the local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Therefore, the Project would have a less than significant impact.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact. As described under criterion d), Project construction and operational activities that generate solid waste would be handled, transported, and disposed of in accordance with AB 939 and CALGreen regulations related to solid waste. As a multi-family development, the Project would also be subject to AB 341, the state's mandatory commercial recycling law, AB 827, the state's customer access to recycling law. AB 341 requires all businesses that generate four cubic yards or more of solid waste per week and multi-family properties with five or more units to arrange for recycling services. AB 827 requires recycling and organics recycling containers at the "front-of-house" to collect waste generated. These containers are required to be placed adjacent to trash containers and be visible, easily accessible, and clearly marked. Compliance would be ensured through the building permit process. Therefore, through compliance, the Project would comply with laws and regulations that would ensure impacts related to solid waste are reduced to less than significant levels.

4.19.3 Mitigation Measures

None required.

[43] CalRecycle. Estimated Solid Waste Generation Rates. Accessed January 4, 2024, https://www2.calrecycle.ca.gov/wastecharacterization/general/rates

4.20 WILDFIRE

If located in or near state responsibility or lands classified as very high fire hazard severity zones, **Would the project:**	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) 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?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

4.20.1 Environmental Setting

The Project site is located on a relatively flat property within the city limits and is in an area planned for urban uses, including residential development. According to the Atwater General Plan, grass and brush lands are the most likely places for wildlands in Merced County; however, Atwater lies outside of these areas and as a result, the risk of wildland fire is low. [44] Further, the Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Atwater as a Very High Fire Hazard Severity Zone (VHFHSZ); rather, the site is within an "area of local responsibility" as defined by Cal Fire and is considered an area of low fire risk.[45] Lastly, the Project would be required to be developed and operated in compliance with all regulations of the current California Fire Code.

4.20.2 Impact Assessment

[44] City of Atwater, California. (2000). City of Atwater 2000 General Plan.
[45] Cal Fire, "FHSZ Viewer." Accessed on January 4, 2024, https://egis.fire.ca.gov/FHSZ/

If located in or near state responsibility or lands classified as very high fire hazard severity zones, ***would the project:***

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project would not impair access to the existing roadway network. Construction may require lane closure; however, these activities would be short-term and access through Sunset Drive would be maintained through standard traffic control. Following construction, this roadway would continue to provide access to the site. Safe and convenient vehicular and pedestrian circulation would be provided in addition to adequate access for emergency vehicles. To determine and ensure adequate vehicular and pedestrian circulation and emergency vehicle access, the Project has been reviewed and conditioned by the City of Atwater Police Department and Fire Department for compliance with applicable code and regulations including applicable emergency response and evacuation plans. Therefore, the Project would not substantially impair any emergency response plan or emergency evacuation plan and no impact would occur.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The Project site is located on a relatively flat property with minimal slope and is not in an area that is subject to strong prevailing winds or other factors that would exacerbate wildfire risks. The site is highly disturbed and is not located within a wildland (i.e., wild, uncultivated, and uninhabited land), which precludes the risk of wildfire. Further, the Project site is within an "area of local responsibility" and is not identified by Cal Fire to be in a VHFHSZ. For these reasons, no impact would occur as a result of this Project.

c) 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?

No Impact. The Project is located within city limits in an area with existing infrastructure such as roads and utilities that are maintained accordingly. As previously discussed, all proposed project components (including utilities, roadway, buildings, walls, and landscaping) would be located within the boundaries of the Project site and have been reviewed and/or conditioned by the City of Atwater for compliance with applicable codes and regulations. Through compliance, such infrastructure would not exacerbate fire risk or result in temporary or ongoing impacts to the environment and no impact would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The Project site is not located in or near state responsibility or lands classified as very high fire hazard severity zones. The topography of the Project site is relatively flat with stable, native soils, and the site is not in the immediate vicinity of rivers or creeks that would be more susceptible to landslides. Therefore, no impact would occur because of the Project.

4.20.3 Mitigation Measures

None required.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

4.21.1 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study. Standard requirements that will be implemented through the entitlement process and the attached

mitigation monitoring and reporting program have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.

b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

Less than Significant Impact. CEQA Guidelines *Section 15064(i)* states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the Project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. All Project-related impacts were determined to be less than significant. The Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., increase in population could lead to an increased need for housing, increase in traffic, air pollutants, etc.). The Project is generally compliant with the AMC and General Plan, which indicates that the anticipated impacts from the Project are, to an extent, compliant and previously analyzed within the General Plan. As such, Project impacts are not considered to be cumulatively considerable given the insignificance of project induced impacts. The impact is therefore less than significant.

c) *Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?*

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the project is not expected to have substantial impact on human beings, either directly or indirectly. Standard requirements and conditions have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.

4.21.2 Mitigation Measures.

None required.

5 MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

January 2024

This mitigation measure monitoring and reporting checklist was prepared pursuant to California Environmental Quality Act (CEQA) Guidelines *Section 15097* and *Section 21081.6* of the PRC (PRC). The timing of implementing each mitigation measure is identified in in the checklist, as well as identifies the entity responsible for verifying that the mitigation measures applied to a project are performed. Project applicants are responsible for providing evidence that mitigation measures are implemented. As lead agency, the City of Atwater is responsible for verifying that mitigation is performed/completed.

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initials
Cultural Resources					
Mitigation Measure CULT-1: In the event of the accidental discovery and recognition of previously unknown resources before or during grading activities, construction shall stop in the immediate vicinity and a consultation with a qualified historical resources specialist shall be held to determine whether further study is required. Recommendations by the qualified historical resources specialist shall be made to the City on the necessary implementation measures to protect the resources discovered. If the resources meet the definitions under Section 15064.5 of the CEQA Guidelines, then protection measures shall be recommended to the City by the qualified historical resources specialist. The Lead Agency shall approve the protection measures before any further grading shall occur. Historical resources recovered as a result of mitigation shall be provided to an institution approved by the City in order to provide preservation and further study as required.	Submittal of Documentation and/or Onsite Verification	During Project Construction	City of Atwater		
Mitigation Measure CULT-2: In the event of the accidental discovery or recognition of any human remains on the Project site during construction, the following steps in accordance with Section 15064.5 of the CEQA Guidelines shall be taken prior to the continuation of, and during, construction activities, in order to mitigate potential impact: • There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:	Submittal of Documentation and/or Onsite Verification	During Project Construction	City of Atwater		

• The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and, • If the coroner determines the remains to be Native American: • The coroner shall contact the Native American Heritage Commission within 24 hours. • The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American. • The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.					
Tribal Cultural Resources					
See Cultural Resources					

6 REPORT PREPARATION

Names of Persons Who Prepared or Participated in the Initial Study:

Lead Agency		
Lead Agency	City of Atwater 750 Bellevue Road Atwater, CA 95301 (209) 357-6370	Greg Thompson, City Manager/ Community Development Director
Initial Study Consultant		
Initial Study	Precision Civil Engineering 1234 O Street Fresno, CA 93721 (559) 449-4500	Bonique Emerson, AICP, VP of Planning Shin Tu, AICP, Associate Planner

7 APPENDICES

7.1 Appendix A: CNDDB Occurrence Report

Downloaded from the California Natural Diversity Database dated December 12, 2023.

Query Criteria: Quad IS (Atwater (3712035))

Buteo swainsoni

Element Code: ABNKC19070

Swainson's hawk

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G5
	State:	Threatened		**State:**	S4
	Other:	BLM_S-Sensitive, IUCN_LC-Least Concern			
Habitat:	**General:**	BREEDS IN GRASSLANDS WITH SCATTERED TREES, JUNIPER-SAGE FLATS, RIPARIAN AREAS, SAVANNAHS, AND AGRICULTURAL OR RANCH LANDS WITH GROVES OR LINES OF TREES.			
	Micro:	REQUIRES ADJACENT SUITABLE FORAGING AREAS SUCH AS GRASSLANDS, OR ALFALFA OR GRAIN FIELDS SUPPORTING RODENT POPULATIONS.			

Occurrence No.	1690	**Map Index:** 69604	**EO Index:** 70377	**Element Last Seen:**	2007-06-28
Occ. Rank:	Good		**Presence:** Presumed Extant	**Site Last Seen:**	2007-06-28
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2007-07-02

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.35010 / -120.55762	**Accuracy:**	80 meters
UTM:	Zone-10 N4136510 E716330	**Elevation (ft):**	170
PLSS:	T07S, R13E, Sec. 04, SW (M)	**Acres:**	0.0

Location: JUST SOUTH OF CANAL CREEK, WHERE IT INTERSECTS WITH SANTA FE ROAD, SOUTH OF CASTLE AIR FORCE BASE AND EAST OF ATWATER.

Detailed Location: NEST TREE IS FOUND WITHIN A GROVE OF MATURE EUCALYPTUS TREES, AT THE EASTERN END. COUNTY AVENUE TWO IS ABOUT 100 YARDS TO THE SOUTH OF THE NEST TREE.

Ecological: NEST TREE IS A EUCALYPTUS; SURROUNDED BY AN IRRIGATION CANAL, SANTA FE RAILROAD, AND SANTA FE DRIVE TO THE NORTH. FALLOW FIELDS TO THE SOUTH AND EAST.

General: SWHA PAIR ACTIVITY AROUND NEST FIRST OBSERVED IN MAY 2007; 1 FLEDGLING OBSERVED IN NEST ON 28 JUN 2007, WITH FEMALE PERCHED ON NEST EDGE AND MALE PERCHED 50' TO THE SW.

Owner/Manager: MERCED IRRIGATION DISTRICT

Occurrence No.	1759	**Map Index:** 83231	**EO Index:** 84236	**Element Last Seen:**	2008-05-14
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2008-05-14
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2011-06-29

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.30219 / -120.56613	**Accuracy:**	80 meters
UTM:	Zone-10 N4131174 E715712	**Elevation (ft):**	145
PLSS:	T07S, R13E, Sec. 29, NE (M)	**Acres:**	0.0

Location: ALONG MCSWAIN ROAD (SR 140) ABOUT 0.3 MI EAST OF N GURR RD, AT MCSWAIN SCHOOL.

Detailed Location: IN EUCALYPTUS GROVE ABOUT 250 FEET EAST OF PERSIMMON WAY. BLACK RASCAL CREEK TO THE NORTH & BEAR CREEK TO THE SOUTH. MAPPED TO PROVIDED COORDINATES & MAPS.

Ecological: NEST IN TALLEST EUCALYPTUS TREE IN GROVE BORDERING ELEMENTARY SCHOOL. SURROUNDING LANDS ARE MOSAIC OF RESIDENTIAL, ROW CROP, SCHOOL, & PASTURE. VISIBLE DISTURBANCES INCLUDE TRAFFIC ON SR 140, AGRICULTURE ACTIVITIES & SCHOOL YARD CHILDREN.

General: ONE ADULT OBSERVED SITTING IN NEST WITH ONE ADULT SOARING CLOSE TO NEST TREE ON 14 MAY 2008. ASSUMED TO BE IN INCUBATION STAGE.

Owner/Manager: UNKNOWN

Occurrence No.	1760	**Map Index:**	83232	**EO Index:**	84238	**Element Last Seen:**	2008-05-14
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	2008-05-14
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2011-06-29

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.32504 / -120.54987	**Accuracy:**	80 meters
UTM:	Zone-10 N4133746 E717088	**Elevation (ft):**	155
PLSS:	T07S, R13E, Sec. 16 (M)	**Acres:**	0.0

Location:	JUST NORTH OF HWY 99, AT ASHBY RD & TRINIDADE RD INTERSECTION, JUST NW OF FERGUS, 4 MI NW OF MERCED POST OFFICE.
Detailed Location:	CENTER OF SECTION 16. MAPPED TO PROVIDED COORDINATES & MAPS.
Ecological:	NEST TREE IN ROW OF EUCALYPTUS TREES ALONG TRINIDADE ROAD. SURROUNDING LANDS ARE MOSAIC OF ROW CROP, RESIDENTIAL, INDUSTRIAL, ORCHARD, AND PASTURE. VISIBLE DISRBANCES: AGRICULTURE RELATED ACTIVITIES.
General:	1 LIGHT MORPH & 1 DARK MORPH ADULTS OBSERVED IN TREE EATING PREY THAT WAS CAUGHT IN FIELD DIRECTLY SOUTH OF HWY 99 ON 14 MAY 2009. NEST WAS IN INCUBATION STAGE AT TIME OF OBSERVATION.
Owner/Manager:	UNKNOWN

Occurrence No.	2683	**Map Index:**	A0387	**EO Index:**	101947	**Element Last Seen:**	2016-04-13
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	2016-04-13
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2016-06-08

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.28872 / -120.54212	**Accuracy:**	1/10 mile
UTM:	Zone-10 N4129734 E717881	**Elevation (ft):**	147
PLSS:	T07S, R13E, Sec. 28, SE (M)	**Acres:**	18.0

Location:	ALONG BAILEY AVE ABOUT 1 MILE EAST OF GURR RD, ABOUT 1.5 MILES W OF MERCED MUNICPAL AIRPORT, WEST OF THE CITY OF MERCED.
Detailed Location:	LOCATION GIVEN AS "TREES AT 3014 BAILEY AVE" AND APPEARS TO BE IN THE VICINITY OF THORNTON LATERAL AT BAILEY AVE.
Ecological:	RESIDENCE WITH "PINE AND EUCALYPTUS TREES AT END OF DRIVEWAY" SURROUNDED BY AGRICULTURE. PHOTOGRAPH SHOWS 2 SWHA PERCHED IN A REDWOOD/SEQUOIA. ADDITIONAL NEST TREES MAY BE ALONG SOUTH SLOUGH & BEAR CREEK. AG LIKELY USED FOR FORAGING.
General:	RESIDENT REPORTS 5 PAIRS SOARING ABOVE FIELDS & "NEST[ING] IN TREES ON PROPERTY" IN APR 2016. ALSO, JUVENILES SEEN WITH ADULTS IN SPRING OF 2015. THOUGH REPORT IS PLAUSIBLE, BIRD NUMBERS & SPECIFIC NEST INFORMATION IS QUESTIONABLE; NIMBY?
Owner/Manager:	PVT

Buteo regalis

Element Code: ABNKC19120

ferruginous hawk

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G4
	State:	None		**State:**	S3S4
	Other:	CDFW_WL-Watch List, IUCN_LC-Least Concern			
Habitat:	**General:**	OPEN GRASSLANDS, SAGEBRUSH FLATS, DESERT SCRUB, LOW FOOTHILLS AND FRINGES OF PINYON AND JUNIPER HABITATS.			
	Micro:	EATS MOSTLY LAGOMORPHS, GROUND SQUIRRELS, AND MICE. POPULATION TRENDS MAY FOLLOW LAGOMORPH POPULATION CYCLES.			

Occurrence No.	60	**Map Index:** 67366	**EO Index:** 67534	**Element Last Seen:**	2006-10-04
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2006-10-04
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2006-12-12

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.36272 / -120.54352	**Accuracy:**	1/10 mile
UTM:	Zone-10 N4137942 E717542	**Elevation (ft):**	175
PLSS:	T06S, R13E, Sec. 33, SE (M)	**Acres:**	0.0

Location: NORTH OF W BELLEVUE ROAD AND JUST EAST OF CANAL CREEK, EAST OF CASTLE AIR FORCE BASE.

Detailed Location: LOCATION MAPPED ACCORDING TO UTM COORDINATES AND MAP.

Ecological:

General: 1 ADULT OBSERVED FLYING/FORAGING OVER OPEN HAY FIELD ON 4 OCT 2006. CURRENT/SURROUNDING LAND: LOW DENSITY AGRICULTURAL PROPERTIES WITH HIGHLY DISTURBED LAND. VISIBLE DISTURBANCE: LONG TERM MANIPULATION OF LAND.

Owner/Manager: UNKNOWN

Athene cunicularia

Element Code: ABNSB10010

burrowing owl

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G4
	State:	None		**State:**	S2
	Other:	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_LC-Least Concern, USFWS_BCC-Birds of Conservation Concern			
Habitat:	**General:**	OPEN, DRY ANNUAL OR PERENNIAL GRASSLANDS, DESERTS, AND SCRUBLANDS CHARACTERIZED BY LOW-GROWING VEGETATION.			
	Micro:	SUBTERRANEAN NESTER, DEPENDENT UPON BURROWING MAMMALS, MOST NOTABLY, THE CALIFORNIA GROUND SQUIRREL.			

Occurrence No.	812	**Map Index:**	64827	**EO Index:**	64906	**Element Last Seen:**	2006-05-25
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	2006-05-25
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2006-06-07

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.27390 / -120.50677	**Accuracy:**	specific area
UTM:	Zone-10 N4128172 E721057	**Elevation (ft):**	150
PLSS:	T07S, R13E, Sec. 35, SE (M)	**Acres:**	18.4

Location: SE END OF MERCED MUNICIPAL AIRPORT, ON THE SW EDGE OF MERCED.

Detailed Location: BURROWS ARE FOUND IN TWO DISTINCT AREAS, ABOUT 0.2 MILE APART. BOTH ARE LOCATED AT SOUTHERN END OF AIRPORT RUNWAY.

Ecological: HABITAT CONSISTS OF DISTURBED (MOWED) NON-NATIVE GRASSLAND.

General: 6 ACTIVE BURROWS (WITH 6 ADULTS) OBSERVED ON 25 MAY 2006.

Owner/Manager: CITY OF MERCED

Occurrence No.	876	**Map Index:**	67347	**EO Index:**	67514	**Element Last Seen:**	2006-10-06
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	2006-10-06
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2006-12-11

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.35908 / -120.53123	**Accuracy:**	80 meters
UTM:	Zone-10 N4137567 E718642	**Elevation (ft):**	175
PLSS:	T07S, R13E, Sec. 03, NE (M)	**Acres:**	0.0

Location: 0.1 MILE SOUTH OF BELLEVUE ROAD AND 0.5 MILE EAST OF FRANKLIN ROAD, EAST OF CASTLE AIR FORCE BASE.

Detailed Location:

Ecological: HABITAT CONSISTS OF LOW-DENSITY AGRICULTURAL PROPERTY CONTAINING NUMEROUS DETENTION BASINS; LAND IS HIGHLY DISTURBED/MAINPULATED.

General: 1 ADULT OBSERVED AT BURROW ON 6 OCT 2006 AND DURING TWO OTHER VISITS TO THE PROPERTY.

Owner/Manager: UNKNOWN

Occurrence No.	877	**Map Index:**	67348	**EO Index:**	67516	**Element Last Seen:**	2006-10-24
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	2006-10-24
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2006-12-11

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.33611 / -120.56332	**Accuracy:**	80 meters
UTM:	Zone-10 N4134944 E715864	**Elevation (ft):**	160
PLSS:	T07S, R13E, Sec. 08, SE (M)	**Acres:**	0.0

Location: 0.25 MILE WEST OF GURR ROAD AND 0.4 MILE SOUTH OF AVENUE ONE, SE OF ATWATER.

Detailed Location:

Ecological: HABITAT CONSISTS OF LOW-DENSITY AGRICULTURAL PROPERTY AND RUDERAL FIELD.

General: 1 ADULT OBSERVED ON 24 OCT 2006 AND DURING ONE OTHER VISIT TO THE PROPERTY.

Owner/Manager: UNKNOWN

Occurrence No.	988	**Map Index:** 70100	**EO Index:**	70964	**Element Last Seen:**	2007-07-16
Occ. Rank:	Excellent		**Presence:**	Presumed Extant	**Site Last Seen:**	2007-07-16
Occ. Type:	Natural/Native occurrence		**Trend:**	Unknown	**Record Last Updated:**	2007-10-03

Quad Summary: Atwater (3712035)
County Summary: Merced

Lat/Long:	37.29057 / -120.51700	**Accuracy:**	non-specific area
UTM:	Zone-10 N4129998 E720101	**Elevation (ft):**	154
PLSS:	T07S, R13E, Sec. 26 (M)	**Acres:**	28.0

Location: MERCED MUNICIPAL AIRPORT, SW OF MERCED.
Detailed Location:
Ecological: HABITAT SURROUNDING BURROW SITES CONSISTS OF DISTURBED ANNUAL GRASSLAND DOMINATED BY PERENNIAL RYEGRASS (LOLIUM PERENNE), YELLOW STAR THISTLE (CENTAUREA SOLSTITIALIS), CURLY DOCK (RUMEX CRISPUS), AND SPRING VETCH (VICIA SATIVA SSP. SATIVA).
General: 9 INDIVIDUALS OBSERVED ON 16 JUL 2007.
Owner/Manager: CITY OF MERCED

Agelaius tricolor

Element Code: ABPBXB0020

tricolored blackbird

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G1G2
	State:	Threatened		**State:**	S2
	Other:	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_EN-Endangered, USFWS_BCC-Birds of Conservation Concern			
Habitat:	**General:**	HIGHLY COLONIAL SPECIES, MOST NUMEROUS IN CENTRAL VALLEY AND VICINITY. LARGELY ENDEMIC TO CALIFORNIA.			
	Micro:	REQUIRES OPEN WATER, PROTECTED NESTING SUBSTRATE, AND FORAGING AREA WITH INSECT PREY WITHIN A FEW KM OF THE COLONY.			

Occurrence No.	65	**Map Index:** 13166	**EO Index:**	24755	**Element Last Seen:**	1971-05-09
Occ. Rank:	Unknown		**Presence:**	Presumed Extant	**Site Last Seen:**	1971-05-09
Occ. Type:	Natural/Native occurrence		**Trend:**	Unknown	**Record Last Updated:**	2016-01-27

Quad Summary: Atwater (3712035)
County Summary: Merced

Lat/Long:	37.29715 / -120.58380	**Accuracy:**	1 mile
UTM:	Zone-10 N4130574 E714161	**Elevation (ft):**	135
PLSS:	T07S, R13E, Sec. 30 (M)	**Acres:**	0.0

Location: ABOUT 1.8 MI ESE OF HWY 140 & APPLEGATE RD INTERSECTION, 2.6 MI S OF HWY 99 & BUHACH RD INTERSECTION, W OF MERCED.
Detailed Location: LOCATION DESCRIBED AS "SOUTH SIDE OF HIGHWAY 140; 4.5 MILES WEST OF MERCED." COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "SOUTH BUHACH ROAD AT HIGHWAY 140" & "WEST MERCED." EXACT LOCATION UNKNOWN.
Ecological: BLACKBERRIES IN IRRIGATED PASTURES. COLONY APPROXIMATELY 1/25 ACRE. DOMINANT SURROUNDING LAND USE WAS HALF ALFALFA AND HALF RESIDENTIAL, NO SUITABLE NESTING HABITAT IN 2014. 4.5 MILES MEASURED FROM HWY 99 & HWY 140 INTERSECTION.
General: ABOUT 1500 BIRDS OBSERVED ON 9 MAY 1971 BY DEHAVEN; PRESUMED NESTING, AREA TOO INACCESSIBLE TO REACH. 0 BIRDS OBSERVED ON 18 APR 2014; UNCLEAR IF THIS SURVEY WAS AT THE SAME LOCATION AS THE 1971 LOCATION.
Owner/Manager: UNKNOWN

Occurrence No.	633	**Map Index:**	97347	**EO Index:**	98620	**Element Last Seen:**	1933-04-26
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	1933-04-26
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-27

Quad Summary:	Sandy Mush (3712025), Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.26050 / -120.51959	**Accuracy:**	4/5 mile
UTM:	Zone-10 N4126655 E719959	**Elevation (ft):**	150
PLSS:	T08S, R13E, Sec. 02 (M)	**Acres:**	0.0

Location:	ABOUT 2.6 MI SW OF HWY 59 & CHILDS AVE INTERSECTION, 5.4 MI NNW OF HWY 59 & SANDY MUSH RD, SW OF MERCED.
Detailed Location:	LOCATION DESCRIBED ONLY AS "THREE MILES SOUTHWEST OF MERCED." EXACT LOCATION UNKNOWN. MAPPED AS BEST GUESS TO AREA THAT APPEARED TO HISTORICALLY HAVE WATER (HARTLEY SLOUGH) BASED ON A 1918 USGS TOPO MAP FOR ATWATER QUAD.
Ecological:	HABITAT ONLY DESCRIBED AS CATTAIL MARSH. COLONY PRESUMED EXTIRPATED BY BEEDY (1991). FURTHER RESEARCH NEEDED TO DETERMINE STATUS OF COLONY.
General:	A BREEDING COLONY COMPOSED OF ABOUT 100 NESTS OBSERVED ON 26 APR 1933.
Owner/Manager:	UNKNOWN

Occurrence No.	634	**Map Index:**	97352	**EO Index:**	98624	**Element Last Seen:**	1933-05-19
Occ. Rank:	None			**Presence:**	Possibly Extirpated	**Site Last Seen:**	1933-05-19
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-27

Quad Summary:	Merced (3712034), Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.28790 / -120.50908	**Accuracy:**	1 mile
UTM:	Zone-10 N4129719 E720811	**Elevation (ft):**	150
PLSS:	T07S, R13E, Sec. 35 (M)	**Acres:**	0.0

Location:	ABOUT 2 MI NW OF HWY 59 & VASSAR AVE INTERSECTION, 2.9 MI W OF HWY 99 & CHILDS AVE INTERSECTION, SW EDGE OF MERCED.
Detailed Location:	MAPPED AS BEST GUESS TO CANALS JUST SW OF MERCED CITY PROPER. CANALS IDENTIFIED USING 1917 & 1947-48 USGS TOPO MAPS FOR MERCED & ATWATER QUADS. EL CAPITAN CANAL & MERCED LATERAL WERE POSSIBLE CANALS FOR COLONY LOCATION.
Ecological:	HABITAT DESCRIBED AS CATTAILS ALONG CANAL. COLONY PRESUMED EXTIRPATED BY BEEDY (1991). VERY LITTLE TO NO HABITAT VISIBLE IN AERIAL PHOTOS. COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "SOUTHWEST MERCED."
General:	A BREEDING COLONY COMPOSED OF ABOUT 1500 NESTS OBSERVED ON 19 MAY 1933 (NEFF 1937).
Owner/Manager:	UNKNOWN

Occurrence No.	635	**Map Index:**	97354	**EO Index:**	98627	**Element Last Seen:**	1933-04-27
Occ. Rank:	None			**Presence:**	Possibly Extirpated	**Site Last Seen:**	1933-04-27
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-27

Quad Summary:	Merced (3712034), Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.31620 / -120.48409	**Accuracy:**	1 mile
UTM:	Zone-10 N4132919 E722944	**Elevation (ft):**	175
PLSS:	T07S, R14E, Sec. 19 (M)	**Acres:**	0.0

Location:	ALONG BEAR CREEK, JUST E OF HWY 59 & SANTA FE AVE INTERSECTION, 2.4 MI NW OF HWY 140 & CHILDS AVE INTERSECTION, MERCED.
Detailed Location:	MAPPED AS BEST GUESS BY CNDDB TO PROVIDED LOCATION DESCRIPTION OF "NORTH OF MERCED." FEATURE MAPPED ALONG BEAR CREEK ALONG THE NORTHERN SIDE OF MERCED. CREEK HISTORICALLY BOUNDED THE N SIDE OF MERCED (USGS 1917 & 1948 TOPO, MERCED QUAD).
Ecological:	HABITAT DESCRIBED AS CATTAIL MARSH. COLONY PRESUMED EXTIRPATED BY BEEDY (1991). AREA APPEARS TO HAVE BEEN HEAVILY DEVELOPED SINCE TIME OF DETECTION BASED ON AERIAL IMAGERY. COLONY DATA STORED IN UC DAVIS TRBL PORTAL; SITE "NORTH MERCED."
General:	A BREEDING COLONY COMPOSED OF ABOUT 250 NESTS OBSERVED ON 27 APR 1933 (NEFF 1937).
Owner/Manager:	UNKNOWN

Occurrence No.	639	**Map Index:**	97371	**EO Index:**	98652	**Element Last Seen:**	2014-04-19
Occ. Rank:	Unknown			**Presence:**	Presumed Extant	**Site Last Seen:**	2014-04-19
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2015-08-28

Quad Summary:	Merced (3712034), Atwater (3712035), Yosemite Lake (3712044), Winton (3712045)
County Summary:	Merced

Lat/Long:	37.37760 / -120.49598	**Accuracy:**	2/5 mile
UTM:	Zone-10 N4139704 E721709	**Elevation (ft):**	190
PLSS:	T06S, R13E, Sec. 25, SW (M)	**Acres:**	0.0

Location:	JUST E OF HWY 59 & NEVADA ST INTERSECTION, ABOUT 0.6 MI NNE OF BREEZE RD & UTAH ST INTERSECTION, N OF MERCED.
Detailed Location:	MAPPED ACCORDING TO PROVIDED LOCATION IN PORTAL. ENTRANCE TO MERCED HORSEMEN'S ARENA VISIBLE IN GOOGLE STREET VIEW. COLONY DATA STORED IN THE UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "MERCED HORSEMEN'S ARENA."
Ecological:	HABITAT WAS TRITICALE BEFORE BEING HARVESTED ON 22 APR 2014. DISTANCE TO STORED GRAINS WAS "100-500" METERS. DISTANCE TO WATER WAS OVER 100 METERS.
General:	ABOUT 2,000-2,500 BIRDS OBSERVED ON 19 APR 2014; BEHAVIOR CLASSIFIED AS SINGING, BREEDING, AND COLONY QUIET (INCUBATION INFERRED). COLONY WAS DESTROYED DUE TO HARVEST ON 22 APR 2014.
Owner/Manager:	UNKNOWN, PVT

Vulpes macrotis mutica **Element Code:** AMAJA03041

San Joaquin kit fox

Listing Status:	**Federal:**	Endangered	**CNDDB Element Ranks:**	**Global:**	G4T2
	State:	Threatened		**State:**	S3
	Other:				
Habitat:	**General:**	ANNUAL GRASSLANDS OR GRASSY OPEN STAGES WITH SCATTERED SHRUBBY VEGETATION.			
	Micro:	NEED LOOSE-TEXTURED SANDY SOILS FOR BURROWING, AND SUITABLE PREY BASE.			

Occurrence No.	23 **Map Index:** 42082	**EO Index:**	42082	**Element Last Seen:**	1999-08-20
Occ. Rank:	Poor	**Presence:**	Presumed Extant	**Site Last Seen:**	1999-08-20
Occ. Type:	Natural/Native occurrence	**Trend:**	Unknown	**Record Last Updated:**	1999-12-27

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.36666 / -120.60137	**Accuracy:**	non-specific area
UTM:	Zone-10 N4138247 E712407	**Elevation (ft):**	160
PLSS:	T06S, R12E, Sec. 36 (M)	**Acres:**	286.7

Location: LIVINGSTON CANAL, FROM APROXIMATLY BELLEVUE ROAD TO WINTON WAY, ATWATER.

Detailed Location: ALONG CANAL AREA, MERCED COUNTY WATER DISTRICT.

Ecological: AREA IS FLAT WITH SANDY SOILS.

General: 1 OBSERVED IN BACKYARD, THEN TRAVELED WEST ALONG CANAL, 1999. 1 ADULT, 2 JUVENILES OBSERVED IN THE EARLY 1980'S, OVER A MONTH, FREQUENTING AN EXPOSED CONCRETE PIPE OPENING; AREA PREVIOUSLY BORDERED BY AG AND SOME RESIDENTIAL NOW HOUSING.

Owner/Manager: MER COUNTY

Emys marmorata

Element Code: ARAAD02030

western pond turtle

Listing Status:	**Federal:**	Proposed Threatened	**CNDDB Element Ranks:**	**Global:**	G3G4
	State:	None		**State:**	S3
	Other:	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_VU-Vulnerable, USFS_S-Sensitive			
Habitat:	**General:**	A THOROUGHLY AQUATIC TURTLE OF PONDS, MARSHES, RIVERS, STREAMS AND IRRIGATION DITCHES, USUALLY WITH AQUATIC VEGETATION, BELOW 6000 FT ELEVATION.			
	Micro:	NEEDS BASKING SITES AND SUITABLE (SANDY BANKS OR GRASSY OPEN FIELDS) UPLAND HABITAT UP TO 0.5 KM FROM WATER FOR EGG-LAYING.			

Occurrence No.	321	**Map Index:** 67349	**EO Index:** 67517	**Element Last Seen:**	2006-10-13
Occ. Rank:	Fair		**Presence:** Presumed Extant	**Site Last Seen:**	2006-10-13
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2006-12-11

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.36083 / -120.55443	**Accuracy:**	80 meters
UTM:	Zone-10 N4137708 E716581	**Elevation (ft):**	175
PLSS:	T06S, R13E, Sec. 33, SW (M)	**Acres:**	0.0

Location: CANAL CREEK, 0.3 MILE WEST OF FOX ROAD AND 0.3 MILE NORTH OF BRADSHAW ROAD, CASTLE AIR FORCE BASE.

Detailed Location:

Ecological: HABITAT WITHIN CANAL CREEK CONSISTS OF HERBACEOUS VEGETATION. SURROUNDING LAND CONSISTS OF LOW-DENSITY AGRICULTURAL LAND, WHICH IS HIGHLY MANIPULATED FOR AGRICULTURE, DAIRY, AND CASTLE AFB.

General: 1 JUVENILE OBSERVED ON THE BANK OF CANAL CREEK ON 13 OCT 2006.

Owner/Manager: UNKNOWN

Branchinecta lynchi

Element Code: ICBRA03030

vernal pool fairy shrimp

Listing Status:	**Federal:**	Threatened	**CNDDB Element Ranks:**	**Global:**	G3
	State:	None		**State:**	S3
	Other:	IUCN_VU-Vulnerable			
Habitat:	**General:**	ENDEMIC TO THE GRASSLANDS OF THE CENTRAL VALLEY, CENTRAL COAST MOUNTAINS, AND SOUTH COAST MOUNTAINS, IN ASTATIC RAIN-FILLED POOLS.			
	Micro:	INHABIT SMALL, CLEAR-WATER SANDSTONE-DEPRESSION POOLS AND GRASSED SWALE, EARTH SLUMP, OR BASALT-FLOW DEPRESSION POOLS.			

Occurrence No.	181	**Map Index:**	36115	**EO Index:**	31112	**Element Last Seen:**	1997-02-13
Occ. Rank:	Fair			**Presence:**	Presumed Extant	**Site Last Seen:**	1997-02-13
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2014-10-02

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.34685 / -120.55031	**Accuracy:**	80 meters
UTM:	Zone-10 N4136165 E716987	**Elevation (ft):**	165
PLSS:	T07S, R13E, Sec. 04, SW (M)	**Acres:**	0.0

Location:	JUST NW OF THE INTERSECTION OF FOX ROAD AND CARDELLA ROAD, 2 MILES EAST OF ATWATER.
Detailed Location:	
Ecological:	HABITAT CONSISTED OF A ROADSIDE POOL, ADJACENT TO ATSF RAILROAD TRACKS, SURROUNDED BY AGRICULTURE.
General:	1 ADULT COLLECTED ON 13 FEB 1997 (CASIZ #111133).
Owner/Manager:	PVT

Occurrence No.	305	**Map Index:**	46094	**EO Index:**	46094	**Element Last Seen:**	2002-01-28
Occ. Rank:	Good			**Presence:**	Presumed Extant	**Site Last Seen:**	2002-01-28
Occ. Type:	Natural/Native occurrence			**Trend:**	Unknown	**Record Last Updated:**	2014-10-10

Quad Summary:	Atwater (3712035)
County Summary:	Merced

Lat/Long:	37.35203 / -120.50373	**Accuracy:**	non-specific area
UTM:	Zone-10 N4136848 E721098	**Elevation (ft):**	175
PLSS:	T07S, R13E, Sec. 01, SW (M)	**Acres:**	17.8

Location:	ABOUT 5 MILES EAST OF ATWATER, FROM INTERSECTION OF HIGHWAY 59 AND TAHOE STREET TO 0.2 MILE SOUTH ON HIGHWAY 59.
Detailed Location:	CALTRANS RIGHT-OF-WAY ADJACENT TO WEST SHOULDER OF HIGHWAY 59. SAMPLE POOLS 5A, 5B, & 5B1.
Ecological:	VERNAL POOLS IN OPEN GRASSLAND; SURROUNDING LAND USES WERE AGRICULTURE AND GRAZING AT TIME OF SURVEY.
General:	8 COLLECTED IN 2000 (CASIZ #154910). 2 POOLS, EACH WITH 100 ADULTS, AND 1 POOL WITH 10 ADULTS OBSERVED FEB 2001; 16 COLLECTED (CASIZ #154907, 154908). 13 COLLECTED ON 28 JAN 2002 (CASIZ #162474, 162487).
Owner/Manager:	CALTRANS

Occurrence No.	306	**Map Index:** 46095	**EO Index:**	46095	**Element Last Seen:**	2002-01-11
Occ. Rank:	Good		**Presence:**	Presumed Extant	**Site Last Seen:**	2002-01-11
Occ. Type:	Natural/Native occurrence		**Trend:**	Unknown	**Record Last Updated:**	2014-10-10

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.33240 / -120.50482	**Accuracy:**	non-specific area
UTM:	Zone-10 N4134668 E721059	**Elevation (ft):**	165
PLSS:	T07S, R13E, Sec. 11, SE (M)	**Acres:**	31.4

Location: ABOUT 5 MI EAST OF ATWATER; ALONG HIGHWAY 59, FROM 0.2 TO 0.7 MI SOUTH OF THE INTERSECTION OF HWY 59 AND BELCHER AVE.

Detailed Location: SURVEYED POOLS WERE IN THE CALTRANS RIGHT-OF-WAY ADJACENT TO THE WEST SHOULDER OF HIGHWAY 59.

Ecological: VERNAL POOLS IN OPEN GRASSLAND SURROUNDED BY LAND USED FOR AGRICULTURE & GRAZING AT TIME OF 2000-01 SURVEYS. SPEA HAMMONDII, LINDERIELLA OCCIDENTALIS, & INDICATOR PLANTS ALSO FOUND. AIR PHOTOS SHOW DEVELOPMENT IN SE PORTION OF OCCURRENCE.

General: THOUSANDS OF ADULTS IN 2 POOLS & 10 IN 1 POOL, NOV 2000; 24 COLLECTED (IN CAS). HUNDREDS OF ADULTS IN 2 POOLS, FEB 2001; UP TO 51 COLLECTED FEB & DEC 2001 (IN CAS). 7 COLLECTED ON 11 JAN 2002 (CASIZ #162476).

Owner/Manager: CALTRANS

Linderiella occidentalis

Element Code: ICBRA06010

California linderiella

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G2G3
	State:	None		**State:**	S2S3
	Other:	IUCN_NT-Near Threatened			
Habitat:	**General:**	SEASONAL POOLS IN UNPLOWED GRASSLANDS WITH OLD ALLUVIAL SOILS UNDERLAIN BY HARDPAN OR IN SANDSTONE DEPRESSIONS.			
	Micro:	WATER IN THE POOLS HAS VERY LOW ALKALINITY, CONDUCTIVITY, AND TOTAL DISSOLVED SOLIDS.			

Occurrence No.	196	**Map Index:** 47479	**EO Index:**	47479	**Element Last Seen:**	2000-11-21
Occ. Rank:	Fair		**Presence:**	Presumed Extant	**Site Last Seen:**	2000-11-21
Occ. Type:	Natural/Native occurrence		**Trend:**	Unknown	**Record Last Updated:**	2002-03-25

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.35963 / -120.50374	**Accuracy:**	80 meters
UTM:	Zone-10 N4137692 E721075	**Elevation (ft):**	175
PLSS:	T07S, R13E, Sec. 02, NE (M)	**Acres:**	0.0

Location: 5 MILES EAST OF ATWATER, 0.1 MILE SOUTH OF INTERSECTION OF WEST BELLEVUE ROAD AND HIGHWAY 59.

Detailed Location: POOL ALONG CULVERT LOCATED ON WEST SHOULDER OF HIGHWAY 59.

Ecological: HABITAT CONSISTS OF A SWALE. SURROUNDING AREA IS RURAL / GRAZING LAND.

General: 21 NOV 2000: 500 ADULTS AND 500 JUVENILES OBSERVED IN SAMPLE POOL 6A.

Owner/Manager: CALTRANS

Atriplex persistens

Element Code: PDCHE042P0

vernal pool smallscale

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G2
	State:	None		**State:**	S2
	Other:	Rare Plant Rank - 1B.2			
Habitat:	**General:**	VERNAL POOLS.			
	Micro:	ALKALINE VERNAL POOLS. 3-115 M.			

Occurrence No.	4	**Map Index:** 36774	**EO Index:** 31771	**Element Last Seen:**	2011-10-15
Occ. Rank:	Excellent		**Presence:** Presumed Extant	**Site Last Seen:**	2011-10-15
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	2013-06-03

Quad Summary: Sandy Mush (3712025), Atwater (3712035)

County Summary: Merced

Lat/Long:	37.24727 / -120.62010	**Accuracy:**	specific area
UTM:	Zone-10 N4124958 E711081	**Elevation (ft):**	110
PLSS:	T08S, R12E, Sec. 11, E (M)	**Acres:**	18.0

Location: NORTHWEST OF WHERE VENTURA ROAD GOES FROM E-W TO N-S, 6 MILES SOUTHWEST OF MERCED.

Detailed Location: RANGE ROAD/VENTURA ROAD ALSO NAMED JOHN SANDERS ROAD. SEVERAL POLYGONS MAPPED ACCORDING TO 2013 WITHAM DIGITAL DATA.

Ecological: ALKALI GRASSLAND WITH SHALLOW VERNAL POOLS. ASSOCIATED WITH HORDEUM MARINUM SSP. GUSSONEANUM, NEOSTAPFIA COLUSANA, AMARANTHUS ALBUS, FRANKENIA GRANDIFOLIA, CRYPSIS SCHOENOIDES, CRESSA TRUXILLENSIS, ERYNGIUM VASEYI, AND DISTICHLIS SPICATA.

General: UNKNOWN NUMBER OF PLANTS SEEN IN 1987. 100'S OF PLANTS SEEN IN 2009. 100,000S OF PLANTS SEEN IN 2011. 1989 TAYLOR COLLECTION AND 1994 & 1995 STUTZ COLLECTIONS ALSO ATTRIBUTED HERE. ONE OF THE MOST OUTSTANDING ATPE OCCURRENCES.

Owner/Manager: PVT

Occurrence No.	7	**Map Index:** 36783	**EO Index:** 31780	**Element Last Seen:**	1926-06-18
Occ. Rank:	None		**Presence:** Possibly Extirpated	**Site Last Seen:**	1926-06-18
Occ. Type:	Natural/Native occurrence		**Trend:** Unknown	**Record Last Updated:**	1998-04-29

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.26480 / -120.53386	**Accuracy:**	1 mile
UTM:	Zone-10 N4127099 E718682	**Elevation (ft):**	140
PLSS:	T08S, R13E, Sec. 03 (M)	**Acres:**	0.0

Location: 3 MILES SOUTHWEST OF MERCED.

Detailed Location:

Ecological:

General: MAIN SOURCE OF INFORMATION FOR THIS SITE IS 1926 COLLECTION BY HOWELL. OCCURRENCE EXTIRPATED ACCORDING TO D. TAYLOR.

Owner/Manager: UNKNOWN

Sagittaria sanfordii **Element Code:** PMALI040Q0

Sanford's arrowhead

Listing Status:	**Federal:**	None	**CNDDB Element Ranks:**	**Global:**	G3
	State:	None		**State:**	S3
	Other:	Rare Plant Rank - 1B.2, BLM_S-Sensitive			
Habitat:	**General:**	MARSHES AND SWAMPS.			
	Micro:	IN STANDING OR SLOW-MOVING FRESHWATER PONDS, MARSHES, AND DITCHES. 0-605 M.			

Occurrence No.	75 **Map Index:** 83260	**EO Index:**	84280	**Element Last Seen:**	2010-05-25
Occ. Rank:	Good	**Presence:**	Presumed Extant	**Site Last Seen:**	2010-05-25
Occ. Type:	Natural/Native occurrence	**Trend:**	Unknown	**Record Last Updated:**	2011-06-30

Quad Summary: Atwater (3712035)

County Summary: Merced

Lat/Long:	37.32415 / -120.54171	**Accuracy:**	specific area
UTM:	Zone-10 N4133667 E717814	**Elevation (ft):**	150
PLSS:	T07S, R13E, Sec. 16, E (M)	**Acres:**	1.0

Location: CANAL WEST OF FRANKLIN ROAD ACROSS FROM LOBO AVE, ABOUT 0.2 MILE NORTH OF STATE ROUTE 99, MERCED.

Detailed Location: TWO COLONIES MAPPED ACCORDING TO 2010 COORDINATES PROVIDED BY GRAENING.

Ecological: AGRICULTURAL CANAL; OCCASIONAL INUNDATION. ASSOCIATED WITH POLYGONUM HYDROPIPEROIDES, SORGHUM HALEPENSE, JUNCUS BALTICUS, LYTHRUM HYSSOPIFOLIA, AVENA BARBATA, ERODIUM BOTRYS, PLANTAGO LANCEOLATA, ETC.

General: ABOUT 750 PLANTS OBSERVED IN EASTERN COLONY AND 96 PLANTS OBSERVED IN WESTERN COLONY IN 2010.

Owner/Manager: UNKNOWN

Neostapfia colusana

Element Code: PMPOA4C010

Colusa grass

Listing Status:	**Federal:**	Threatened	**CNDDB Element Ranks:**	**Global:**	G1
	State:	Endangered		**State:**	S1
	Other:	Rare Plant Rank - 1B.1			
Habitat:	**General:**	VERNAL POOLS.			
	Micro:	USUALLY IN THE BOTTOMS OF LARGE, OR DEEP VERNAL POOLS; ADOBE SOILS. 5-125 M.			

Occurrence No.	40	**Map Index:** 13099	**EO Index:**	6295	**Element Last Seen:** 2011-10-15
Occ. Rank:	Fair		**Presence:**	Presumed Extant	**Site Last Seen:** 2011-10-15
Occ. Type:	Natural/Native occurrence		**Trend:**	Decreasing	**Record Last Updated:** 2013-05-20

Quad Summary: Sandy Mush (3712025), Atwater (3712035)

County Summary: Merced

Lat/Long:	37.24933 / -120.61933	**Accuracy:**	specific area
UTM:	Zone-10 N4125188 E711145	**Elevation (ft):**	110
PLSS:	T08S, R12E, Sec. 11, E (M)	**Acres:**	19.0

Location: NORTHWEST OF JUNCTION OF RANGE ROAD AND VENTURA ROAD, 4.5 MILES NORTH OF THE MERCED NATIONAL WILDLIFE REFUGE.

Detailed Location: SEVERAL POLYGONS MAPPED ACCORDING TO A 1982 MAP WITH AERIAL PHOTO, A 1988 MAP BY BIOSYSTEMS ANALYSIS, AND 2013 WITHAM DIGITAL DATA.

Ecological: VERNAL POOLS APPARENTLY FORMED OVER LEWIS SALINE-ALKALINE SOILS. POOLS SURROUNDED BY VALLEY GRASSLAND. POOL ASSOCIATES INCLUDE AMARANTHUS ALBUS, POLYPOGON, CRYPSIS, ATRIPLEX, FRANKENIA, CRESSA, ERYNGIUM, DISTICHLIS, SIDA, NAVARRETIA, ETC.

General: >10,000 PLANTS IN 1982, 13,000+ IN 1986, 23,000 IN 1987, 1300 IN 1988, NONE IN 2009 & 2010, ~600 PLANTS IN 2011.

Owner/Manager: PVT

7.2 Appendix B: CHRIS Search Record

Prepared by Central California Information Center dated December 12, 2023.

CENTRAL CALIFORNIA INFORMATION CENTER
California Historical Resources Information System
Department of Anthropology – California State University, Stanislaus
One University Circle, Turlock, California 95382
(209) 667-3307

Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus & Tuolumne Counties

Date: 12/12/2023

Records Search File #: 12747I
Project: 7212 Sunset Drive Apartments
APN 056-640-004-000

Shin Tu, Associate Planner
Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721
559-449-4500 ext. 116 stu@precisioneng.net

We have conducted a non-confidential extended records search as per your request for the above-referenced project area located on the Atwater USGS 7.5-minute quadrangle map in Merced County.

Search of our files includes review of our maps for the specific project area and the immediate vicinity of the project area, and review of the following:

National Register of Historic Places (NRHP)
California Register of Historical Resources (CRHR)
California Inventory of Historic Resources (1976)
California Historical Landmarks
California Points of Historical Interest listing
Office of Historic Preservation Built Environment Resource Directory (BERD) and the Archaeological Resources Directory (ARD)
Survey of Surveys (1989)
Caltrans State and Local Bridges Inventory
General Land Office Plats
Other pertinent historic data available at the CCaIC for each specific county

The following details the results of the records search:

Prehistoric or historic resources within the project area:

- There are no formally recorded prehistoric or historic archaeological resources or historic buildings or structures within the project area.

- The project area is within the overall boundary of the proposed Merced Irrigation District (P-24-001909), but no contributing water conveyance features are referenced within the project area. The Office of Historic Preservation Built Environment Resource Directory (BERD) shows this proposed multi-county district with a National Register of Historic Places (NRHP) evaluation of 6Y, determined ineligible for the NRHP by consensus through the Section 106 process, not evaluated for the California Register of Historical

Resources or for local listing.

- The General Land Office survey plat for T7S R12E (dated 1855) does not reference any historical land divisions or features with Section 11.

- The 1918 and 1948 editions of the Atwater USGS quadrangle show the alignments of Sunset Drive and Applegate Road; the 1960 edition shows the entire City of Atwater street configuration.

Prehistoric or historic resources within the immediate vicinity of the project area: None have been formally reported to the Information Center.

Resources that are known to have value to local cultural groups: None has been formally reported to the Information Center.

Previous investigations within the project area: No project-specific survey has been formally reported to the Information Center, but the project area is with the boundary of an overview document, referenced as follows:

Holman, M. and R. Hellmann (Holman & Associates, for Jerry Haag, Environmental Consultant, Berkeley, CA)

2008 *An Archival Study to Identify Potential Cultural Resources Located in the City of Atwater General Plan and Program EIR Project Area, Merced County, California.*
CCaIC Report ME-06858

Recommendations/Comments:

Please be advised that a historical resource is defined as a building, structure, object, prehistoric or historic archaeological site, or district possessing physical evidence of human activities over 45 years old. Since the project area has not been subject to previous investigations, there may be unidentified features involved in your project that are 45 years or older and considered as historical resources requiring further study and evaluation by a qualified professional of the appropriate discipline.

If the current project does not include ground disturbance, further study for archaeological resources is not recommended at this time. If ground disturbance is considered a part of the current project, we recommend further review for the possibility of identifying prehistoric or historic-era archaeological resources.

If the proposed project contains buildings or structures that meet the minimum age requirement (45 years in age or older) it is recommended that the resource/s be assessed by a professional familiar with architecture and history of the county. Review of the available historic building/structure data has included only those sources listed above and should not be considered

comprehensive.

If at any time you might require the services of a qualified professional the Statewide Referral List for Historical Resources Consultants is posted for your use on the internet at http://chrisinfo.org

If archaeological resources are encountered during project-related activities**,** work should be temporarily halted in the vicinity of the discovered materials and workers should avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations. Project personnel should not collect cultural resources.

If human remains are discovered, California Health and Safety Code Section 7050.5 requires you to protect the discovery and notify the county coroner, who will determine if the find is Native American. If the remains are recognized as Native American, the coroner shall then notify the Native American Heritage Commission (NAHC). California Public Resources Code Section 5097.98 authorizes the NAHC to appoint a Most Likely Descendant (MLD) who will make recommendations for the treatment of the discovery.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the State Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

We thank you for contacting this office regarding historical resource preservation. Please let us know when we can be of further service. Thank you for transmitting the signed Access Agreement Short Form

Note: Billing will be transmitted separately via email from the Financial Services office ($150.00
days of receipt of the invoice.

If you wish to include payment by Credit Card, you must wait to receive the official invoice

from Financial Services so that you can reference the CMP # (Invoice Number), and then contact the link below:

https://commerce.cashnet.com/ANTHROPOLOGY

Sincerely,

E. A. Greathouse

E. A. Greathouse, Coordinator
Central California Information Center
California Historical Resources Information System

* Invoice Request sent to: ARBilling@csustan.edu, CSU Stanislaus Financial Services

7.3 Appendix C: NAHC SLF Results Letter

Prepared by NAHC dated December 21, 2023.

NATIVE AMERICAN HERITAGE COMMISSION

CHAIRPERSON
Reginald Pagaling
Chumash

VICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki, Nomlaki

SECRETARY
Sara Dutschke
Miwok

PARLIAMENTARIAN
Wayne Nelson
Luiseño

COMMISSIONER
Isaac Bojorquez
Ohlone-Costanoan

COMMISSIONER
Stanley Rodriguez
Kumeyaay

COMMISSIONER
Laurena Bolden
Serrano

COMMISSIONER
Reid Milanovich
Cahuilla

COMMISSIONER
Vacant

EXECUTIVE SECRETARY
Raymond C. Hitchcock
Miwok, Nisenan

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710

December 21, 2023

Shin Tu
Precision Civil Engineering

Via Email to: stu@precisioneng.net

Re: Native American Consultation, Pursuant to Senate Bill 18 (SB18), Government Codes §65352.3 and §65352.4, as well as Assembly Bill 52 (AB52), Public Resources Codes §21080.1, §21080.3.1 and §21080.3.2, 7212 Sunset Drive Apartments Project, Merced County

Dear Mr. Tu:

Attached is a consultation list of tribes with traditional lands or cultural places located within the boundaries of the above referenced counties or projects.

Government Codes §65352.3 and §65352.4 require local governments to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to cultural places when creating or amending General Plans, Specific Plans and Community Plans.

Public Resources Codes §21080.3.1 and §21080.3.2 requires public agencies to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to tribal cultural resources as defined, for California Environmental Quality Act (CEQA) projects.

The law does not preclude local governments and agencies from initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction. The NAHC believes that this is the best practice to ensure that tribes are consulted commensurate with the intent of the law.

Best practice for the AB52 process and in accordance with Public Resources Code §21080.3.1(d), is to do the following:

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section.

The NAHC also recommends, but does not require that lead agencies include in their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential affect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:

    - A listing of any and all known cultural resources have already been recorded on or adjacent to the APE, such as known archaeological sites;
    - Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
    - Whether the records search indicates a low, moderate or high probability that unrecorded cultural resources are located in the APE; and
    - If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.

2. The results of any archaeological inventory survey that was conducted, including:

    - Any report that may contain site forms, site significance, and suggested mitigation measures.

      All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code Section 6254.10.

3. The result of the Sacred Lands File (SFL) check conducted through the Native American Heritage Commission was negative.

4. Any ethnographic studies conducted for any area including all or part of the potential APE; and

5. Any geotechnical reports regarding all or part of the potential APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS is not exhaustive, and a negative response to these searches does not preclude the existence of a tribal cultural resource. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event, that they do, having the information beforehand well help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance we can assure that our consultation list remains current.

If you have any questions, please contact me at my email address:

Pricilla.Torres-Fuentes@nahc.ca.gov.

Sincerely,

Pricilla Torres-Fuentes

Pricilla Torres-Fuentes
Cultural Resources Analyst

Attachment

7.4 Appendix D: CalEEMod Results

Prepared by Precision Civil Engineering, Inc., on March 5, 2024.

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

7212 Sunset Drive Apartments

San Joaquin Valley Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Low Rise	25.00	Dwelling Unit	1.13	25,000.00	72

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.7	**Precipitation Freq (Days)**	45
Climate Zone	3			**Operational Year**	2027
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - The project site is 1.13 acres.

Construction Phase - The site is vacant. Demolition will be restricted to areas with newly proposed driveway approachs.

Architectural Coating - Effective January 1, 2022, nonflat gloss and semigloss paints are required to meet the 50 g/l standard, providing lower VOC emissions for buildings constructed after that date.

Area Coating - Effective January 1, 2022, nonflat gloss and semigloss paints are required to meet the 50 g/l standard, providing lower VOC emissions for buildings constructed after that date.

Mobile Land Use Mitigation -

Area Mitigation - Effective January 1, 2022, nonflat gloss and semigloss paints are required to meet the 50 g/l standard, providing lower VOC emissions for buildings constructed after that date.

Waste Mitigation - The Project will recycle 50% of the solid waste in compliance with state requirements.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	150.00	50.00

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblArchitecturalCoating	EF_Nonresidential_Interior	150.00	50.00
tblArchitecturalCoating	EF_Parking	150.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	150.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	150.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	150	50
tblAreaCoating	Area_EF_Nonresidential_Interior	150	50
tblAreaCoating	Area_EF_Parking	150	50
tblAreaCoating	Area_EF_Residential_Exterior	150	50
tblAreaCoating	Area_EF_Residential_Interior	150	50
tblConstructionPhase	NumDays	20.00	5.00
tblConstructionPhase	PhaseEndDate	5/31/2024	6/7/2024
tblLandUse	LotAcreage	1.56	1.13
tblWoodstoves	NumberCatalytic	1.13	0.00
tblWoodstoves	NumberNoncatalytic	1.13	0.00

2.0 Emissions Summary

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2024	3.6900e-003	0.0348	0.0345	6.0000e-005	2.6000e-004	1.5800e-003	1.8400e-003	7.0000e-005	1.4700e-003	1.5400e-003	0.0000	5.4780	5.4780	1.3400e-003	1.0000e-005	5.5132
Maximum	**3.6900e-003**	**0.0348**	**0.0345**	**6.0000e-005**	**2.6000e-004**	**1.5800e-003**	**1.8400e-003**	**7.0000e-005**	**1.4700e-003**	**1.5400e-003**	**0.0000**	**5.4780**	**5.4780**	**1.3400e-003**	**1.0000e-005**	**5.5132**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2024	3.6900e-003	0.0348	0.0345	6.0000e-005	2.6000e-004	1.5800e-003	1.8400e-003	7.0000e-005	1.4700e-003	1.5400e-003	0.0000	5.4780	5.4780	1.3400e-003	1.0000e-005	5.5132
Maximum	**3.6900e-003**	**0.0348**	**0.0345**	**6.0000e-005**	**2.6000e-004**	**1.5800e-003**	**1.8400e-003**	**7.0000e-005**	**1.4700e-003**	**1.5400e-003**	**0.0000**	**5.4780**	**5.4780**	**1.3400e-003**	**1.0000e-005**	**5.5132**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2024	8-31-2024	0.0385	0.0385
		Highest	0.0385	0.0385

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050
Energy	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	27.7619	27.7619	1.8900e-003	5.2000e-004	27.9646
Mobile	0.0796	0.1412	0.7551	1.8800e-003	0.1980	1.6500e-003	0.1997	0.0530	1.5500e-003	0.0545	0.0000	179.8614	179.8614	8.7500e-003	9.6900e-003	182.9669
Waste						0.0000	0.0000		0.0000	0.0000	2.3344	0.0000	2.3344	0.1380	0.0000	5.7834
Water						0.0000	0.0000		0.0000	0.0000	0.5168	1.1480	1.6648	0.0533	1.2800e-003	3.3765
Total	**0.1935**	**0.1684**	**0.9512**	**2.0500e-003**	**0.1980**	**4.7100e-003**	**0.2028**	**0.0530**	**4.6100e-003**	**0.0576**	**2.8512**	**219.9047**	**222.7559**	**0.2024**	**0.0117**	**231.2964**

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050
Energy	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	27.7619	27.7619	1.8900e-003	5.2000e-004	27.9646
Mobile	0.0738	0.1242	0.6645	1.5900e-003	0.1673	1.4100e-003	0.1687	0.0448	1.3200e-003	0.0461	0.0000	152.7833	152.7833	7.8800e-003	8.4600e-003	155.5022
Waste						0.0000	0.0000		0.0000	0.0000	1.1672	0.0000	1.1672	0.0690	0.0000	2.8917
Water						0.0000	0.0000		0.0000	0.0000	0.5168	1.1480	1.6648	0.0533	1.2800e-003	3.3765
Total	**0.1878**	**0.1514**	**0.8606**	**1.7600e-003**	**0.1673**	**4.4700e-003**	**0.1717**	**0.0448**	**4.3800e-003**	**0.0491**	**1.6840**	**192.8266**	**194.5106**	**0.1325**	**0.0105**	**200.9400**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**2.95**	**10.10**	**9.52**	**14.15**	**15.54**	**5.10**	**15.30**	**15.55**	**4.99**	**14.67**	**40.94**	**12.31**	**12.68**	**34.52**	**10.52**	**13.12**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2024	6/7/2024	5	5	
2	Site Preparation	Site Preparation	6/1/2024	5/31/2024	5	2	
3	Grading	Grading	6/1/2024	5/31/2024	5	4	

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Building Construction	Building Construction	6/1/2024	5/31/2024	5	200	
5	Paving	Paving	6/1/2024	5/31/2024	5	10	
6	Architectural Coating	Architectural Coating	6/1/2024	5/31/2024	5	10	

Acres of Grading (Site Preparation Phase): 1.88

Acres of Grading (Grading Phase): 4

Acres of Paving: 0

Residential Indoor: 50,625; Residential Outdoor: 16,875; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	18.00	3.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	4.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.6000e-003	0.0347	0.0337	6.0000e-005		1.5800e-003	1.5800e-003		1.4700e-003	1.4700e-003	0.0000	5.2729	5.2729	1.3300e-003	0.0000	5.3063
Total	**3.6000e-003**	**0.0347**	**0.0337**	**6.0000e-005**		**1.5800e-003**	**1.5800e-003**		**1.4700e-003**	**1.4700e-003**	**0.0000**	**5.2729**	**5.2729**	**1.3300e-003**	**0.0000**	**5.3063**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	6.0000e-005	7.5000e-004	0.0000	2.6000e-004	0.0000	2.6000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2051	0.2051	1.0000e-005	1.0000e-005	0.2070
Total	**9.0000e-005**	**6.0000e-005**	**7.5000e-004**	**0.0000**	**2.6000e-004**	**0.0000**	**2.6000e-004**	**7.0000e-005**	**0.0000**	**7.0000e-005**	**0.0000**	**0.2051**	**0.2051**	**1.0000e-005**	**1.0000e-005**	**0.2070**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.6000e-003	0.0347	0.0337	6.0000e-005		1.5800e-003	1.5800e-003		1.4700e-003	1.4700e-003	0.0000	5.2729	5.2729	1.3300e-003	0.0000	5.3062
Total	**3.6000e-003**	**0.0347**	**0.0337**	**6.0000e-005**		**1.5800e-003**	**1.5800e-003**		**1.4700e-003**	**1.4700e-003**	**0.0000**	**5.2729**	**5.2729**	**1.3300e-003**	**0.0000**	**5.3062**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	6.0000e-005	7.5000e-004	0.0000	2.6000e-004	0.0000	2.6000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2051	0.2051	1.0000e-005	1.0000e-005	0.2070
Total	**9.0000e-005**	**6.0000e-005**	**7.5000e-004**	**0.0000**	**2.6000e-004**	**0.0000**	**2.6000e-004**	**7.0000e-005**	**0.0000**	**7.0000e-005**	**0.0000**	**0.2051**	**0.2051**	**1.0000e-005**	**1.0000e-005**	**0.2070**

3.3 Site Preparation - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.4 Grading - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Paving	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Paving	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Improve Walkability Design

Increase Transit Accessibility

Improve Pedestrian Network

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0738	0.1242	0.6645	1.5900e-003	0.1673	1.4100e-003	0.1687	0.0448	1.3200e-003	0.0461	0.0000	152.7833	152.7833	7.8800e-003	8.4600e-003	155.5022
Unmitigated	0.0796	0.1412	0.7551	1.8800e-003	0.1980	1.6500e-003	0.1997	0.0530	1.5500e-003	0.0545	0.0000	179.8614	179.8614	8.7500e-003	9.6900e-003	182.9669

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	183.00	203.50	157.00	528,024	445,971
Total	183.00	203.50	157.00	528,024	445,971

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	10.80	7.30	7.50	45.60	19.00	35.40	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.527584	0.052861	0.171901	0.146917	0.025722	0.006994	0.013595	0.026310	0.000640	0.000310	0.022677	0.001379	0.003111

5.0 Energy Detail

Historical Energy Use: N

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	9.5555	9.5555	1.5500e-003	1.9000e-004	9.6500
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	9.5555	9.5555	1.5500e-003	1.9000e-004	9.6500
NaturalGas Mitigated	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146
NaturalGas Unmitigated	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	341176	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146
Total		**1.8400e-003**	**0.0157**	**6.6900e-003**	**1.0000e-004**		**1.2700e-003**	**1.2700e-003**		**1.2700e-003**	**1.2700e-003**	**0.0000**	**18.2064**	**18.2064**	**3.5000e-004**	**3.3000e-004**	**18.3146**

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	341176	1.8400e-003	0.0157	6.6900e-003	1.0000e-004		1.2700e-003	1.2700e-003		1.2700e-003	1.2700e-003	0.0000	18.2064	18.2064	3.5000e-004	3.3000e-004	18.3146
Total		**1.8400e-003**	**0.0157**	**6.6900e-003**	**1.0000e-004**		**1.2700e-003**	**1.2700e-003**		**1.2700e-003**	**1.2700e-003**	**0.0000**	**18.2064**	**18.2064**	**3.5000e-004**	**3.3000e-004**	**18.3146**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	103276	9.5555	1.5500e-003	1.9000e-004	9.6500
Total		**9.5555**	**1.5500e-003**	**1.9000e-004**	**9.6500**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	103276	9.5555	1.5500e-003	1.9000e-004	9.6500
Total		**9.5555**	**1.5500e-003**	**1.9000e-004**	**9.6500**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050
Unmitigated	0.1121	0.0115	0.1894	7.0000e-005		1.7900e-003	1.7900e-003		1.7900e-003	1.7900e-003	0.0000	11.1334	11.1334	5.0000e-004	2.0000e-004	11.2050

7212 Sunset Drive Apartments - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	7.8200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0976					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	1.0900e-003	9.3500e-003	3.9800e-003	6.0000e-005		7.6000e-004	7.6000e-004		7.6000e-004	7.6000e-004	0.0000	10.8302	10.8302	2.1000e-004	2.0000e-004	10.8945
Landscaping	5.5700e-003	2.1400e-003	0.1855	1.0000e-005		1.0300e-003	1.0300e-003		1.0300e-003	1.0300e-003	0.0000	0.3032	0.3032	2.9000e-004	0.0000	0.3105
Total	**0.1121**	**0.0115**	**0.1894**	**7.0000e-005**		**1.7900e-003**	**1.7900e-003**		**1.7900e-003**	**1.7900e-003**	**0.0000**	**11.1334**	**11.1334**	**5.0000e-004**	**2.0000e-004**	**11.2050**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	7.8200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0976					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	1.0900e-003	9.3500e-003	3.9800e-003	6.0000e-005		7.6000e-004	7.6000e-004		7.6000e-004	7.6000e-004	0.0000	10.8302	10.8302	2.1000e-004	2.0000e-004	10.8945
Landscaping	5.5700e-003	2.1400e-003	0.1855	1.0000e-005		1.0300e-003	1.0300e-003		1.0300e-003	1.0300e-003	0.0000	0.3032	0.3032	2.9000e-004	0.0000	0.3105
Total	**0.1121**	**0.0115**	**0.1894**	**7.0000e-005**		**1.7900e-003**	**1.7900e-003**		**1.7900e-003**	**1.7900e-003**	**0.0000**	**11.1334**	**11.1334**	**5.0000e-004**	**2.0000e-004**	**11.2050**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1.6648	0.0533	1.2800e-003	3.3765
Unmitigated	1.6648	0.0533	1.2800e-003	3.3765

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	1.6648	0.0533	1.2800e-003	3.3765
Total		**1.6648**	**0.0533**	**1.2800e-003**	**3.3765**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	1.6648	0.0533	1.2800e-003	3.3765
Total		**1.6648**	**0.0533**	**1.2800e-003**	**3.3765**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Institute Recycling and Composting Services

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	1.1672	0.0690	0.0000	2.8917
Unmitigated	2.3344	0.1380	0.0000	5.7834

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Total		**2.3344**	**0.1380**	**0.0000**	**5.7834**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	5.75	1.1672	0.0690	0.0000	2.8917
Total		**1.1672**	**0.0690**	**0.0000**	**2.8917**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Michael Salvador, Police Chief
PREPARED BY: Michael Salvador, Police Chief
SUBJECT: **Approving an Agreement Between the City of Atwater and the County of Merced to Lease Space at the Merced County Emergency Operations Center for a Police 911 Communications Center** (Police Chief Salvador)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3478-24 approving an agreement with the County of Merced to Lease Space at the Merced County Emergency Operations Center for a Police 911 Communications Center for $2,890.91 per month, and authorizes and directs the City Manager to execute the contract on behalf of the City; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

Background

The current police dispatch center is located at 750 Bellevue in a building constructed in the late 1960s, prior to the passage of the Americans with Disabilities Act (ADA). The facility is outdated and space is at a premium. Relocating to a more modern facility will address these issues by providing improved accessibility, infrastructure, and space to accommodate current and future needs. The City Council directed staff to engage with the County to find solutions, and this agreement fulfills that directive.

Purpose

The purpose of this agreement is to relocate the current police department 911 communications center of the City of Atwater to a more modern and equipped facility

provided by the County of Merced. This move aims to enhance the operational efficiency and effectiveness of emergency response services.

Overview of the Agreement

Space and Facilities Provided

- **Location**: The County of Merced will provide the City of Atwater with approximately 960.5 net square feet within the Merced County Sheriff Dispatch Center located at the Emergency Operations Center building, 3500 North Apron, Atwater, California.
- **Shared Space**: The total dispatch center space is 1,921 square feet, shared between the County and the City.
- **Infrastructure**: The provided space includes the necessary infrastructure such as internet connectivity, electricity, heating, air conditioning, and break room space.
- **Equipment Installation**: The City is allowed to install four dispatch consoles within the Dispatch Center.

Terms and Conditions

- **Non-Exclusive License**: The County grants the City a non-exclusive license to occupy and use the Dispatch Center for office dispatch and related purposes.
- **City's Responsibilities**: The City may install and maintain their own equipment, including computers, portable communications equipment, and office equipment necessary for their operations.
- **Term**: The agreement starts on July 1, 2024, and continues until June 30, 2027.
- **Compensation**: The City agrees to pay the County $2,890.91 per month for use of the Dispatch Center. This amount represents half of the budgeted cost for the Dispatch Center in the annual cost plan of the Merced County Budget associated with the Dispatch Center. If the Sheriff's budget increases, the City agrees to pay its proportioned increased amount upon receiving written notice and sufficient documentation from the County.

Termination Clauses

- **Termination for Convenience**: Either party may terminate the agreement without cause by providing the other party with sixty (60) calendar days' written notice. The City shall incur no liability or obligation upon exercising this right.

- **Termination for Cause**: The County may terminate the agreement if the City fails to perform any material duty or obligation and fails to cure such default within thirty (30) days after receiving written notice specifying the default. If the default cannot reasonably be cured within thirty (30) days, the period may be extended as necessary. The County shall be entitled to recover amounts due from the City as of the termination date.

Benefits

Operational Efficiency

- **Modern Facilities**: The new Dispatch Center offers a modern facility with adequate infrastructure, which will likely improve the response time and efficiency of emergency communications.
- **Shared Resources**: Sharing the Dispatch Center with the County may foster better coordination and resource sharing between the City and County law enforcement agencies.

Cost-Effectiveness

- **Infrastructure Savings**: The City will benefit from the existing infrastructure provided by the County, potentially saving costs related to setting up a new facility.
- **Enhanced Capabilities**: Access to a larger and more equipped facility may enhance the City's emergency response capabilities without the need for significant capital investment.

Potential Concerns

Space Sharing

- **Coordination**: Effective coordination will be necessary to ensure that shared space and resources do not lead to conflicts or operational inefficiencies.
- **Security**: Maintaining the security and confidentiality of both City and County operations within a shared facility will be crucial.

Costs

- **Operational Costs**: While the agreement specifies the provision of infrastructure, the City will need to manage ongoing operational costs such as equipment maintenance and potential upgrades.
- **Budget Increases**: The City must be prepared to adjust its budget in response to any increases in the Sheriff's budget for the Dispatch Center.

Stakeholders

- **City of Atwater**: Responsible for the installation and maintenance of their dispatch consoles and equipment.
- **County of Merced**: Provides the space, infrastructure, and non-exclusive license for the City's use of the Dispatch Center, as well as notifying the City of any budget increases.
- **Emergency Responders**: Both City and County law enforcement and emergency services will benefit from improved communication capabilities.

Estimated Timeline

- **Agreement Approval by City Council**: August 12, 2024
- **Agreement Approval by Board of Supervisors**: End of August 2024
- **Coordination and Infrastructure Improvements**: Completed by March 2025
- **Project Completion**: First quarter of 2025

Conclusion

The agreement between the City of Atwater and the County of Merced to move the police department's 911 communications center to the Merced County Sheriff Dispatch Center appears to be a beneficial move that will enhance the operational efficiency of emergency services. The modern facilities and shared resources will provide significant advantages, though careful planning and coordination will be required to address potential concerns. Based on the analysis, the benefits of improved infrastructure and operational efficiency outweigh the potential concerns, staff recommends that the City Council approves the agreement with the County of Merced.

II. FISCAL IMPACTS:

The total cost of the lease agreement for fiscal year 2024-2025 is not to exceed $34700.00

The lease payments have been included in the fiscal year 2024-2025 budget in account number 0001-2020-3034 (General Fund-Police Administration, Rents and Leases)

Equipment for this project has also been included in this budget in account number 0004-2020-6021 (Public Safety Transactions and Use Tax Fund, Machinery and Equipment)

This item has been reviewed by the Finance Director.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

Do not approve the agreement and initiate a project to remodel and complete ADA upgrades to the current dispatch center.

VI. INTERDEPARTMENTAL COORDINATION:

The City will coordinate with the County of Merced and the Merced County Sheriff's Office with the implementation of the agreement.

VII. PUBLIC PARTICIPATION:

The public will have the opportunity to comment at the time of the item's presentation.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "Project" under tunder Section 15378 of the CEQA Guidelines, as leasing office space is not an activity that will result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

IX. STEPS FOLLOWING APPROVAL:

Next Steps

1. Finalize the detailed implementation plan and timeline.
2. Ensure all necessary equipment and resources are prepared for the move.
3. Establish a coordination committee to manage the shared use of the Dispatch

Center and address any arising issues.

Submitted by:

Michael Salvador, Police Chief
Approved by:

Chris Hoem, City Manager

Attachments:

1. Approving an Agreement Between the City of Atwater and the County of to Lease Space at the Merced County Emergency Operations
2. Atwater Dispatch Co-Location Agreement Draft 07-25-24 - Final

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AN AGREEMENT BETWEEN THE CITY OF ATWATER AND THE COUNTY OF MERCED TO LEASE SPACE AT THE MERCED COUNTY EMERGENCY OPERATIONS CENTER FOR A POLICE 911 COMMUNICATIONS CENTER

WHEREAS, the City Council of the City of Atwater finds that the Atwater Police Department is committed to using the most up-to-date tools, facilities and equipment to safeguard the citizens of Atwater; and

WHEREAS, the Police Department Dispatch Center is located in a building constructed prior to current ADA standards and is at the end of its service life; and

WHEREAS, the Police Department has identified that costs to upgrade its current dispatch center exceed current budget resources; and

WHEREAS, the Police Department has collaborated with the Merced County Sheriff's Office on possible solutions and has identified that the current vacant space in the Sheriff's Office Dispatch Center, located in the Merced County Emergency Operations Center, has sufficient space to accommodate the Atwater Police Department Dispatch Center; and

WHEREAS, the City of Atwater and County of Merced have successfully drafted a lease agreement for the Atwater Police Department to relocate its Dispatch Center to the Merced County Emergency Operations Center; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater as follows that the City Manager is authorized to enter into an Agreement between the City of Atwater and the County of Merced to Lease Space at the Merced County Emergency Operations Center for a Police 911 Communications term ending June 30, 2027.

The foregoing resolution is hereby adopted this 12th day of August 2024.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

LICENSE AND CO-LOCATION AGREEMENT
BETWEEN
MERCED COUNTY
AND
CITY OF ATWATER

THIS LICENSE AND CO-LOCATION AGREEMENT (“Agreement”), is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), on behalf of the Merced County Sheriff’s Office and the City of Atwater, a California municipal corporation (hereinafter referred to as "City").

The purpose of this AGREEMENT is to prescribe the terms and conditions upon which the County will allow City dispatchers to co-locate with County dispatchers at the 3500 North Apron, Atwater, California.

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF LICENSE

County shall provide approximately 960.5 net square feet of Sheriff Office dispatch space, which is shared between the County and City in 1921 square feet of total Merced County Sheriff Dispatch center space in the Emergency Operation’s Center building located at 3500 North Apron, Atwater, California, hereinafter called “Dispatch Center.” Space will be provided by County to install four dispatch consoles inside the Dispatch Center, which shall include adequate internet, electricity, heating, and air conditioning. County hereby grants City a non-exclusive license to occupy and use the Dispatch Center for office dispatch and related purposes. City shall provide equipment (including computers, portable communications equipment, office equipment, and other equipment) as necessary to carry out their use of the Dispatch Center.)

2. TERM

The term of this AGREEMENT shall commence on the 1st day of July 2024, and continue until the 30th day of June, 2027, unless sooner terminated in accordance with the sections entitled “TERMINATION FOR CONVENIENCE”, or “TERMINATION FOR CAUSE”, as set forth elsewhere in this AGREEMENT. The initial term may be extended, by mutual agreement, for two (2) additional one (1) year periods on the same terms and conditions set forth herein.

3. COMPENSATION

As consideration for use of the Dispatch Center, the City agrees to pay to County, Two Thousand Eight Hundred Ninety Dollars and 91/100 ($2,890.91) per month, on or before the 10th day of each month. Such amount is one half of the amount budgeted by the office of the Sheriff, in the annual cost plan of the Merced County Budget associated with the Dispatch Center. To extent the Sheriff's budget reflects an increase to such cost plan, City agrees to pay its proportioned increased amount upon receiving written notice and sufficient documentation from County supporting the increase.

4. NOTICES

All notices, requests, demands or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes as follows provided however, that any notice regarding any default or breach by City shall also be sent by first class mail, postage prepaid, or by overnight courier:

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Information for notice to the parties to this AGREEMENT at the time of endorsement of this AGREEMENT is as follows:

County of Merced c/o	**City**
County Executive Officer	City Manager
County of Merced	City of Atwater
2222 M Street, Third Floor	1160 Fifth Street
Merced, California 95340	Atwater, California 95301

Any party may change its address by giving the other party notice of the change in any manner permitted by this AGREEMENT.

5. TERMINATION FOR CONVENIENCE

This AGREEMENT, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County or City at any time without cause or legal excuse by providing the other party with sixty (60) calendar days' written notice of such termination. City shall incur no liability or obligation upon exercising any of the termination rights listed in this Section.

6. TERMINATION FOR CAUSE

The County may terminate this AGREEMENT and be relieved of all duties to City should the City fail to perform any material duty or obligation of the AGREEMENT and fails to cure such default within thirty (30) days after receipt of written notice from County specifying in sufficient detail the default, provided, however, that if any such default or failure is such that it reasonably cannot be cured within such thirty (30) day period, such period shall be extended for such additional period of time as shall be reasonably necessary. Notice shall be given as otherwise provided herein. County shall be entitled to recover such amounts due to County from City, if any, as of the date of termination. Such remedy is in addition to such other remedies as may be available to the County provided by law.

7. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this AGREEMENT, the parties may agree to amend this AGREEMENT. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

8. INSURANCE

The Parties shall maintain, at their own expense, Commercial General Liability (CGL) insurance, Professional Liability insurance, Cyber Liability Insurance, Automobile Liability insurance, and Workers Compensation insurance in such forms and Agreements sufficient to cover claims arising from the duties and responsibilities under this AGREEMENT. Each Party shall provide the other certificates of insurance upon request. Each Party and its officers, employees and agents shall be endorsed to the other's CGL policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this AGREEMENT.

9. INDEMNIFICATION

Each party shall, at its own expense, defend, indemnify and hold the other party and its employees, officers, directors, Contractors and agents, harmless from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorney's fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising out of the active and/or passive negligence or willful misconduct of indemnifying party, its employees, officers, agents or subcontractors.

10. WORKSPACE AND EQUIPMENT

In the event that City requires workspace improvements or modifications, all such modifications must be approved in writing, prior to commencement of work, by County, which approval shall not be unreasonably withheld, conditioned, or delayed. County makes no warranty, implied or otherwise, regarding the fitness for intended purpose of the workspace or any equipment shared or utilized by City. City is solely responsible for costs associated with improvements or modifications necessary for use of the Workstations. City shall not use the workspace or equipment for any purpose other than those set forth in this Agreement.

11. PARTNERSHIP DISCLAIMER

City and any and all employees and agents of City shall act in an independent capacity and not as officers or employees of the County. Nothing herein contained shall be construed as constructing the parties herein as partners.

12. INTENTIONALLY OMITTED

13. ENTIRE AGREEMENT

This AGREEMENT and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT or any part thereof shall have any validity or bind any of the parties hereto.

14. THIRD PARTIES

County and City shall not be obligated or liable hereunder to any party other than the parties named to this AGREEMENT.

15. LAWS, LICENSES, PERMITS AND REGULATIONS

City and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to City and County.

City shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a default of this AGREEMENT. City shall correct its failure within thirty (30) days, after which time it shall be deemed in breach and County may terminate this AGREEMENT.

16. PERSONNEL

City represents that it has, or will secure at its own expense, all personnel required to perform dispatch services on behalf of the City. County personnel will not be utilized for City dispatch services during the term of this Agreement. All personnel performing dispatch services on behalf of the City shall perform such services under City supervision, and all personnel engaged in dispatch services on behalf of the City shall be subject to City personnel rules and regulations. Notwithstanding the mutual indemnification provision in Section 9 above, City agrees to indemnify County for any employment grievances or other labor or employment claims or actions brought against the County by City personnel. Such obligations to indemnify shall arise at the first allegation. In the event that City personnel are alleged to be disruptive or otherwise create hostile work conditions at the Dispatch Center, City agrees to take appropriate investigative and/or administrative actions, if warranted, and to the extent permissible under the City's applicable personnel manual(s), handbook(s), policies, and/or bargaining agreement/labor MOU's.

17. APPLICABLE LAW; VENUE

All parties agree that this AGREEMENT and all documents issued or executed pursuant to this AGREEMENT as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this AGREEMENT shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this AGREEMENT, any disputes concerning any question of fact or law arising under this AGREEMENT or any litigation or arbitration arising out of this AGREEMENT, shall be tried in Merced County, unless the parties agree in writing otherwise or are otherwise required by law.

18. BREACH OF CONTRACT

Upon breach of this AGREEMENT by each party, County and City, as the case may be, shall have all remedies available to it both in equity and/or at law. The remedies provided herein shall be cumulative and not exclusive of any remedies

provided by law

19. SUCCESSORS IN INTEREST

All the terms, covenants, and conditions of this AGREEMENT shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

20. CONFLICT OF INTEREST

City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this AGREEMENT. City shall make commercially reasonable efforts to: (i) ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County, (ii) ensure that no County officer or employee in a position that enables them to influence this AGREEMENT will have any direct or indirect financial interest resulting from this AGREEMENT and (iii) ensure that no County employee shall have any relationship to the City or officer or employee of the City, nor that any such person will be employed by City in the performance of this AGREEMENT without immediate divulgence of such fact to the County after discovery of the same.

21. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

City and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this AGREEMENT, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. City shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

City represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950 and regulations and guidelines issued pursuant thereto.

City agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

City shall include this nondiscrimination provision in all subcontracts related to this AGREEMENT and when applicable give notice of these obligations to labor organizations with which they have AGREEMENT.

22. DUPLICATE COUNTERPARTS

This AGREEMENT may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The AGREEMENT shall be deemed executed when it has been signed by both parties.

23. COVID-19 REQUIREMENTS

City at City's sole expense, shall follow all State and local laws, rules, regulations, guidelines, and orders related to the COVID-19 pandemic in the performance of its work under this AGREEMENT. This shall include, but not be limited to, creating a COVID-19 worksite-specific prevention plan prior to conducting City's business/activity. City is encouraged to frequently reference www.covid19.ca.gov for information on state requirements for operation of specified businesses/activities.

24. ASSIGNMENT

This Agreement may not be assigned by either party without prior written consent of the other party.

Signature page to follow

County of Merced

By _____
Raul Lomeli Mendez
County Executive Officer

_____
Dated

City of Atwater

By _____
Chris Hoem
City Manager

_____
Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL
FORREST W. HANSEN

By _____

_____
Dated

CITY COUNCIL
AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz — Tyler Button
John Cale — Brian Raymond

MEETING DATE: August 12, 2024
TO: Mayor and City Council
FROM: Robert Ayuso, Battalion Chief
PREPARED BY: Robert Ayuso, Battalion Chief
SUBJECT: **Awarding a Cooperative Government Obligation Contract with Republic First National Corporation to Finance the Purchase of One (1) New Rosenbauer Commander Type I Fire Engine** (CAL Fire Battalion Chief Ayuso)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3479-24 Awarding a Cooperative Government Obligation Contract with Republic First National Corporation in the amount of $994,22.74 to finance the purchase of one (1) new 2024 Rosenbauer Commander Type I Fire Engine and authorizing and directing the City Manager to execute the Contract and all related documents on behalf of the City; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

When the 2024-25 Fiscal Year Budget was approved on June 10, 2024, one (1) Type I Fire Engine was approved in the budget for purchase. This Budget contained a line item of $400,000 in the Public Safety Transactions and Use Tax Fund to be used towards the purchase of a new Type I fire engine.

Emergency vehicles are a vital part of fire service delivery. The City responds to almost 4,500 emergency service calls per year. A fire engine is staffed with life safety personnel and equipment to provide emergency medical services and fire protection to the individuals and property of the community.

Staff reached out to Rosenbauer America LLC, who sells vehicles/trucks through a Sourcewell government contract. Getting vehicles through Sourcewell is a great benefit to the City, as these have already been competitively sourced and procured to other government agencies with comparable competitive bidding requirements. These contracts give governmental entities discounts and are competitively bid for the opportunity for agencies to acquire vehicles at the lowest cost possible.

The City may join in purchases and contracts established by other jurisdictions, provided the cooperative agreement is established following a competitive bid process consistent with the City's competitive process. Sourcewell, formerly known as the National Joint Powers Alliance ("NJPA"), a public agency serving as a national municipal contracting agency, released a Request for Proposals ("RFP") for the procurement of Firefighting Apparatus, with related equipment, accessories, and supplies (EXHIBIT "A"). Rosenbauer America LLC is an authorized vendor.

Staff reviewed three financing proposals and finds that Republic First National Corporation offers the most competitive financing option. Staff recommends that the City enter into a two-year Government Obligation Contract ("Contract") with Republic First National Corporation (EXHIBIT "C") to finance the purchase of the new fire engine.

This purchase will allow the potential retirement of the oldest reserve engine (E241) within the fire fleet which was manufactured in 1999 and has over 160,000 miles. E241 is expensive to maintain and keep in service. The purchase of a new fire engine will lower the average age of the fire fleet and reduce the increasing maintenance costs associated with maintaining older fire equipment.

The engine is expected to arrive in 2025. Upon delivery of the engine, staff will purchase the necessary equipment to outfit the engine. The cost for the equipment is unknown, but will be included in the Fiscal Year 2025-2026 Budget.

II. FISCAL IMPACTS:

The regular cost of the new fire engine is $1,070,127.74 (non-equipped) minus a $75,900 prepay and loyalty discount making the regular cost of the apparatus $994,227.74. After a $400,000 down payment and using a two-year financing option with Republic First National Cooperation, the total net financed amount is $594,227.74. Funding is currently not available this year to purchase the new fire engine directly from Rosenbauer without financing. This recommendation for a two-year financing plan conforms with the Public Safety Transactions and Use Tax Fund budget and Expenditure Plan.

Should the City Council authorize staff to proceed with the purchase, the City would put $400,000 as a down payment. Sufficient funding for the payment is available in the Public Safety Transactions and Use Tax Fund, Machinery and Equipment; Account No. 0004-2030-6021. This item has been reviewed for fiscal impact by the Finance Department.

The first payment in the amount of $322,454.25 (including the 5.63% interest rate) is due in August 2025, this payment will be included in Fiscal Year 2025-2026 Budget. The second and final payment in the amount of $322,454.25 is due in August 2026. This payment will be included in Fiscal Year 2026-2027 Budget. This is a significant encumbrance that will be made in subsequent budget years as described in the

previous sentences.

The total cost of the apparatus, including the $400,000 down payment and two financed installments of $322,454.25 each, comes out to a total of $1,044,908.50. Therefore, the added cost to finance the apparatus is $50,680.76.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the CIty's Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a project as defined under Section 21065 of the Public Resources Code as this action would not directly or reasonably indirectly significantly impact the physical environment.

IX. STEPS FOLLOWING APPROVAL:

Staff will route the contract for signatures and will obtain a purchase order. Upon issuance of the purchase order, and all signed documentation, Rosenbauer will begin construction.

Submitted by:

Bobby Ayuso, CAL Fire Battalion Chief

Approved by:

Chris Hoem, City Manager

Attachments:

1. Awarding a Cooperative Gov Obligation Contract Rosenbauer Commander Type I Fire Engine
2. "EXHIBIT A" Rosenbauer Sourcewell Contract 113021
3. "EXHIBIT B" Atwater Type 1 Quote #1203 06-11-2024
4. "EXHIBIT C" Republic First National Loan Proposal 7-11-24
5. "EXHIBIT D" Atwater FD Sourcewell Purchase Order-Needs Signature

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AWARDING A COOPERATIVE GOVERNMENT OBLIGATION CONTRACT WITH REPUBLIC FIRST NATIONAL CORPORATION IN THE AMOUNT OF $594,227.74 TO FINANCE THE PURCHASE OF ONE (1) NEW 2020 ROSENBAUER COMMANDER TYPE 1 FIRE ENGINE

WHEREAS, National Joint Powers Alliance ("NJPA"), a public agency serving as a national municipal contracting agency, released a Request for Proposals ("RFP") for the procurement of Firefighting Apparatus; and

WHEREAS, Rosenbauer, LLC was awarded the contract with NJPA; and

WHEREAS, funding is currently not available this year to purchase the new fire engine without financing; and

WHEREAS, staff has negotiated a two (2) year Government Contract Obligation Contract with Republic First National Corporation ("Contract"); and

WHEREAS, funds have been appropriated in the fiscal 2024-2025 budget to fund the $400,000 down payment.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Atwater hereby resolves the following:

1. The above recitals are true and correct and incorporated herein by reference.

2. A two-year Government Obligation Contract, attached hereto and incorporated herein as **Exhibit C**, is hereby approved in the amount of $594,227.74, with Republic First National Corporation, for the purchase of one Rosenbauer Commander Type I Fire Engine.

3. The City Manager is hereby authorized and directed to execute the Contract and any other necessary documents to purchase the Fire Engine.

The foregoing resolution is hereby adopted this 12th day of August 2024.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rosenbauer America LLC, 100 Third St., Lyons, SD 57041 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 7BE6EEED-2346-4EEB-950E-23FBACDB2FFC

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Rosenbauer America LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: E81F80B2D7494FA...
By: _____	By: _____
Jeremy Schwartz	Brian Kueter
Title: Chief Procurement Officer	Title: CFO
Date: 2/7/2022 | 9:21 PM CST	Date: 2/11/2022 | 11:16 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/11/2022 | 12:54 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	Rosenbauer South Dakota LLC
Does your company conduct business under any other name? If yes, please state:	Rosenbauer America, Rosenbauer Minnesota
Address:	100 Third St Lyons, SD 57041
Contact:	Mike Harstad
Email:	mharstad@rosenbaueramerica.com
Phone:	605-543-5591 9720
HST#:	

Submission Details

Created On:	Thursday October 14, 2021 07:30:51
Submitted On:	Tuesday November 30, 2021 08:35:18
Submitted By:	Mike Harstad
Email:	mharstad@rosenbaueramerica.com
Transaction #:	a318a85d-bac7-498c-b040-cc38d5818eb9
Submitter's IP Address:	66.231.27.100

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rosenbauer America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rosenbauer South Dakota LLC, Rosenbauer Minnesota LLC, Rosenbauer Motors, Rosenbauer Aerials	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rosenbauer South Dakota, Rosenbauer Minnesota	*
4	Proposer Physical Address:	100 Third St. Lyons, SD 57041	*
5	Proposer website address (or addresses):	www.rosenbaueramerica.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Kueter CFO 100 Third St, Lyons, SD 57041 bkueter@rosenbaueramerica.com 605-543-5591	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Harstad Consortium Purchasing Manager 100 Third St. Lyons, SD 57041 mharstad@rosenbaueramerica.com 605-543-9720	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tague Johnson ARFF Sales Manager 5240 257th St Wyoming, MN 55092 tjohnson@rosenbaueramerica.com 651-462-8037	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With more than 150 years of manufacturing experience, Rosenbauer is a global leader in firefighting technology and resources. We are the world's largest manufacturer of fire equipment with eleven manufacturing locations worldwide. A family-owned business that was founded in 1866, Rosenbauer has built global partnerships that have helped us build the most innovative and safest firetrucks on the market. At Rosenbauer, we develop the latest technology and build the toughest vehicles. That's because when lives are at stake, anything less can be catastrophic. Our vehicles, production teams and service personnel are ready to do whatever it takes to ensure your community's safety and satisfaction. Every detail counts. Every time. Every apparatus at Rosenbauer is manufactured by skilled craftsmen who genuinely care about the final product. Every option, from body style to the way the unit is finished, is tailored to individual needs. Rosenbauer's sales and engineering departments work as a team. The company's estimating, engineering, sales staff, floor managers and supervisors have a depth of experience and can draw on worldwide resources to ensure the best customer experience and a rock-solid product. The Strength of Rosenbauer The quality of our firefighting vehicles is reason enough to choose Rosenbauer for your firefighting needs. But there are even more advantages to doing business with us. • World's largest producer of firefighting vehicles and solutions • Over 140 years of continued manufacturing experience • Over 2,000 employees worldwide, including 850 in North America • Over 2,000 vehicles produced worldwide annually including 700 in North America • Sold and serviced by 40 independent dealerships with over 250 sales and service professionals! FAMILY-OWNED, FAMILY CULTURE • Rosenbauer America is a 50-50 partnership between North American and European families • Family members still control the majority of Rosenbauer stock • Decisions about investments in product, facilities and research are based on long-term goals – not short-term profits • Rosenbauer is still managed by family members • You can still speak with a family member WORLDWIDE RESOURCES AND INNOVATIONS • 11 production facilities on four continents • Ability to share cutting-edge global technology with all firefighters • Open space cabs • Roll-up doors • Rear-mount pumps • Equipment storage systems INNOVATION AND CUSTOMIZATION • Ability to manufacture to your needs • Latest 3D engineering programs • Widest range of products available • Innovation • Smart aerial controls • High pressure foam • Green Star Idle Reduction Technology • EZ Load hose bed • Safe Scene control panel • Self-leveling aerial turntable • Simultaneous normal and high pressure pumping systems Robotic Welding FINANCIAL STABILITY • Over 150 years of financial stability • Rated by Dunn and Bradstreet • Excellent financial ratios show longevity • Long-term parts and service • No concern of losing your investment	*
10	What are your company's expectations in the event of an award?	Rosenbauer expects to continue leading the way in consortium purchasing once we are awarded a new contract. We have been diligent in the last 8 years training and educating our extensive dealer network on the advantages of utilizing Sourcewell in all of their customer dealings. We expect that our usage of the Sourcewell contract will continue to grow.	*

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded D&B reports for all of our companies in the uploads section.	*
12	What is your US market share for the solutions that you are proposing?	Our current market share in the US market is 13%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our current market share in the Canadian market is 17%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. Our sales staff are based in individual dealers throughout North America. Each individual dealer is the employer of their specific staff. Our dealer network consists of 32 partners that cover every corner of North America. 29 dealers work US territories while an additional 3 dealers cover Canada. Each dealer has exclusive territory within the Rosenbauer family to ensure no overlap. Each dealer has sales staff as well as service staff. Each Rosenbauer dealer is a fully authorized service center to handle not only warranty repair but ongoing maintenance on every product we offer. Once a sale is made our individual dealer sales personnel work between the customer and the manufacturing facility to ensure a detailed set of buildable specifications are developed and agreed upon. Once the vehicle is completed the dealer sales rep travels to the manufacturing facility with the customer to complete a final inspection and arrange for delivery. Once the truck is delivered the dealer is the prime contact for all warranty and service issues.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rosenbauer holds dealer and / or manufacture licenses in all US states and Canada where legally required and Rosenbauer is a licensed by the Free Trade Zone. Rosenbauer has the ability to sell in all 50 US states as well as every Canadian providence. All Rosenbauer manufacturing facilities are ISO 9001 Certified. We build all fire apparatus to the NFPA 1901 standard.	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Rosenbauer is a FAMA member company, Rosenbauer past president held the position of president and vice president. Rosenbauer continues by having the Rosenbauer team to hold positions as co-chairs of committees and other personnel taking part in committees. Rosenbauer has received awards from FAMA for the over achievers award to the past president and the good egg for our marketing team. The Better Business has given Rosenbauer accreditation for our ISO9000 and ISO9001. Rosenbaur has been recognized as a Free Trade Zone: registered non-resident importer in Canada; the Secretary of Commerce awarded Rosenbauer America with the Presidents E-Certificate for Exports.	*
19	What percentage of your sales are to the governmental sector in the past three years	99%	*
20	What percentage of your sales are to the education sector in the past three years	1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Average sales volume per year is $44,000,000 NASPO Valuepoint Average sales volume per year is $11,000,000 Florida Sheriff's Association Average sales volume per year is $4,000,000	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rosenbauer America has a current contract with GSA. Our average annual sales volume is $22,000,000	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Sioux Falls Fire & Rescue	Mark Bukovich	605-367-8092	*
Canby Fire District #62	Matt English	503-266-5851	*
Hillsdale-Copake Fire District	Robert Briggs	518-325-4721	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
US Air Force	Government	District of Columbia - DC	We currently build pumpers, tankers, rescues, aerials and ARFF vehicles for the US Air Force that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 29 contracts for 122 trucks	$42,156976	*
US Army	Government	District of Columbia - DC	We have built pumpers, tankers, aerials, rescues and ARFF units for the US Army that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 12 contracts fo28 trucks	$11,667,424	*
US Army Reserve	Government	District of Columbia - DC	We have built pumpers, mini pumpers and rescues for the US Army Reserves that have been delivered to several locations across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 10 contracts for 34 trucks	$7,833,538	*
Department of the Interior	Government	District of Columbia - DC	We have built pumpers and tankers for several Department of the Interior instillations across the United States.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 9 trucks	$5,285,412	*
Veterans Administration	Government	Virginia - VA	We have designed and delivered pumpers to several VA facilities across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 6 trucks	$3,489,447	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Rosenbauer America's sales is made up of our worldwide, third-party dealership network augmented by Rosenbauer direct employees. The Rosenbauer dealer network is 32 independent dealers with Rosenbauer exclusive territory that cover all the United States and Canada. The dealer network is supported by a Rosenbauer America affiliated sales manager, a group of regional sales managers in California, South Dakota, and Ohio; a group of aerial specialists in Pennsylvania, Nebraska, Georgia, New Jersey, and Minnesota; and in-house sales support staff in South Dakota and Minnesota. ARFF vehicles are sold by our Rosenbauer America sales force in Pennsylvania, Texas, and Minnesota, with support of the factory due to the complexity of the apparatus. Government sales, Army, Navy, Airforce, etc. is also sold by a Rosenbauer America sales force in Virginia and Rhode Island with support from the factory.	*
26	Dealer network or other distribution methods.	Rosenbauer America has an extensive dealer network that consists of 32 dealers throughout the United States and Canada. These individual dealer companies employ a total of 196 salespeople. This group is supported by Rosenbauer staff that includes a VP of Sales and Marketing, three regional sales managers, and four aerial specialists that travel to assist our dealers in sales. In-house this group is supported by an internal sales group including pre-bid engineering, sales coordinators, chassis specialists, marketing team, scrub team, and other internal sales assistants.	*

27	Service force.	At Rosenbauer service is provided either locally by one of our 32 dealers or from the factory directly at one of our four manufacturing facilities. To assist our dealers in repairs, we have mobile service trucks located in Florida, South Dakota, Minnesota, and Nebraska that will travel to any location in the continental United States and Canada. For Alaska and Hawaii, we fly personnel by air when necessary. We also provide our customers with a 24-hour 800-number that will contact our service personnel for chassis, body, and aerial problems. We provide an in-house service system (called SRS) that will allow a portion of the larger fire departments and all our dealers to submit warranty and service items online, 24-hours a day. The SRS has an accountability system incorporated within it which is continually monitored by upper management to make sure the service repairs or warranty issues are completed in a timely manner. Rosenbauer has a total of 30 service personnel internally. These 30 include a Rosenbauer America service manager and three regional service managers that oversee their region. Our dealer network employs a total of 167 service personnel. We offer training seminars several times each year that focus on individual areas. Some of those classes include pumps, chassis and body electrical, aerial maintenance and ARFF service. We make these classes open and free to all of our dealer network service technicians as well as any customer that has service or maintenance personnel. At all these seminars we offer EVT testing for convenience to the mechanics.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rosnbauer's dealers will work with a customer to develop custom specifications for their apparatus. The dealer will build the specification in our quote building software and send it in to the appropriate factory for engineering and feasibility review. In that process Roenbauer will create a two-dimensional line drawing of the proposed vehicle as well as assign it an appropriate price. When the dealer submits this proposal for review and pricing, they also alert us if the end user will be using a buying program such as Sourcewell. Rosenbauer can ensure that the pricing is appropriate. The dealer will then take the proposal with drawing and price back to the customer for final approval. The customer will write a purchase order to one of the Rosenbauer America factories (Rosenbauer South Dakota LLC or Rosenbauer Minnesota LLC). The dealer will then submit the original purchase order and cost analysist sheet to the appropriate factory. Once submitted it is revied for accuracy and completeness and a thank you letter is sent. If the dealer is able (see list below) to receive a purchase order, they send the order documents to the factory. Those documents include: the buying program that they are using, a copy of the purchase order they received and a purchase order from the dealer to Rosenbauer America for the product. Regardless whom accepts the purchase order (Rosenbauer or it's dealer) Rosenbauer absorbs the administrative fee for Sourcewell and this fee is not added to the price of the truck for the customer or dealer to pay. Within 30 days the dealer will submit a Rosenbauer order form and an approved chassis specification. Within 60 days the dealer will submit final production specifications that will be approved for production by a Rosenbauer factory staff member. The dealer that will receive purchase order are the dealers in the states of Texas, New York, California, Hawaii and all of the provinces of Canada. Dealer reference to location: California and Hawaii Burtons Fire Inc – 101 Doker Dr, Modesto, CA & JT&T – 311 pacific St, Honolulu, HI New York Empire Emergency 3995 Lockport Rd, Niagara Falls, NY Garrison Fire & Rescue Corp 3334 Route 23A, Palenville, NY Texas DACO Fire Equipment Inc 6000 Huddleston St, Haltom City, TX Canada Rocky Mountin Phoenix 6415 Golden West Ave, Red Deer, AB Res-Q-Tech 189 Bysham Park Dr, Woodstock, ON Areo-Fue 5205 J-A Bombardier St, Hubert Longueuil, QC	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All customer service requests are dealt with on a first-come, first-served basis, and scheduling is adjusted accordingly when considering factors such as location of apparatus, severity of issue, truck out of service status, and availability and current location of mobile service units. Any request for service will receive a response within two hours. We also have systems in place to enable support and reimbursement of repairs completed by the customer's own technicians, if required.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rosenabuer is fully able and willing to provide our services to all of the Unites States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rosenabuer is fully able and willing to provide our services to all of Canada.	*

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas of the United States or Canada that we will not be fully services through the proposed contract.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entitles or sectors that we will not be fully servicing though the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions on participating entities in Alaska or Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rosenbauer will continue to include the Sourcewell logo on all literature, and website. The Sourcewell logo will continue to be included in the proposal books that all our customers receive. The Sourcewell logo will be included in the company newsletter that go to 600 plus people monthly and quarterly. Sourcewell logo is also included in the semi-annual newsletter to our customers. Training is provided to our dealers at the annual dealer meeting, it is also a part of the training course that is offered to our dealers in both the spring and fall. Rosenbauer will continue to have adds in the Western Fire Chiefs including the Sourcewell logo.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have an active company Facebook and Twitter account, as well as maintain our own company website. We have immediate access to each of the web mediums and can make changes and post items at will. We have a national web campaign as well that utilizes e-mail blasts, drop-down banner web marketing and iPad ads. In addition, most of our dealers have begun making presentations using iPads instead of personal computers or laptop computers. All the content on our website is optimized for mobile devices and we put a specific focus on photo and video content to make it more appeasing to customers searching for fire apparatus. We have also developed our own CRM. For marketing purposes this CRM allows us to focus products to people that area interested and track the effectiveness of a marketing campaign.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Rosenbauer America feels that the role of Sourcewell in promoting contracts is to continue to market the Sourecewell brand and to expand the membership base. Rosenbauer America believes that our dealer network and staff's responsibility is to market and promote our product in combination with the Sourcewell brand to the customer. The dealer sales packet is offered to the dealer network to use when presentin aSourcewell solution. Included in the packet are the following items to assist in the sales process: a) Rosenbauer America supplied one page flyer about Sourcewell, b) A sample letter that they can use when the fire chief is requesting his board use a buying program, c) Sourecewell literature: Contract Directory, d) Sourecewll one page flyer: The Real Value, e) Sourcewell Literature: About Us, f) Kelly McAllister's, Mike Harstad's, and the dealer representative's business cards, - g) Dealers also have available, on Rosenbauers web site, a short video of the Rapid City, SD testimonial for Sourecewll h) They are shown how to access the member list, i) They are shown where the membership application is, if the customer is not a member already	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. Rosenbauer America currently utilizes several e-procurement systems in the marketplace, including GSA e-buy, Texas Multiple Award, HGAC, and NASPO Value Point. Each of these systems has proven successful along with all orders through the US government. We have been using HGAC as a part of our Texas orders for the past 13 years or more, and il has been growing in popularity in many states within the US	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is provided on each and every vehicle we sell. That training can be completed by factory authorized field sales men or Rosenbauer factory personnel. In order for a dealer level individual to be authorized to train recipients of a new vehicle they must demonstrate to Rosenbauer factory training staff that they are competent and proficient in all aspects of the vehicle in which they intend to deliver. Rosenbauer also has a training department that provides delivery training and on going training on all of our products. This training is provided without further charge to our customers.	*
40	Describe any technological advances that your proposed products or services offer.	Rosenbauer prides itself on being the most technologically advanced builder in the fire apparatus market. We've made technological advances in our aerial product line that make it safer and more effective to operate. We've made advances in our chassis lineup that make them more fuel efficient and safer to drive. All of our design and development work revolves around making a firefighters job safer and easier.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Rosenbauer has developed the world's first and only fully electric fire truck. This revolutionary technology will allow firefighters to do their job without any harmful diesel fuel emissions. This project was developed over a 5 year span and has been completely tested and proven. We are currently waiting on EPA and DOT certifications.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Rosenbauer has not received any awards.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rosenbauer does not have any of these certifications.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rosenbauer brings the widest array of products to the table. We are truly a one stop shop for all of your fire apparatus needs. We have more unique models of apparatus than anyone in the industry. All of those models are availbe to Sourcewell participating agencies.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes. A sample of our warranties will be provided in the uploads section.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our bumper to bumper warranty is limited to the first year and 100,000 miles whichever occurs first. We have several other warranties that cover specific parts of the apparatus (body warranty of 5 years with no millage restriction, paint warranty of 5 years, frame rails for lifetime of the vehicle).	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas of the Unites States or Canada that are not covered by a Rosenbauer certified technichian.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Rosenbauer is the sole handler of all warranty items. If parts suppplied by a 3rd party require warranty repair or replacement Rosenbauer handles all of the work. The end user only has to deal with Rosenbauer.	*
50	What are your proposed exchange and return programs and policies?	Any item that needs warranty repair or replacement is handled through our internal service program (SRS). A service technician will make a request for repair or replacement within the service system. It will be analyzed by Rosenbauer personnel. Once the appropriate course of action is determined the part is sent to the appropriate location for repair or replacement. Rosenbauer pays for the shipping cost if the parts are still under warranty. New or repaired products are then returned to the appropriate service technician so the repair can be completed.	*
51	Describe any service contract options for the items included in your proposal.	We receive many requests for different levels of service contracts from our customers. Those elevated levels of contracted service are negotiated by our certified dealer who handles that customer and is a contract between them.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Rosenbauers payment terms are 100% payment due upon delivery and acceptance of the vehicle. If a customer requests any sort of payment delays we consider it on a case by case basis and then require them to insure the truck and name Rosenbauer as a loss payee.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Rosenbauer offers leasing and financing options through third party agreement. it is the responsibility of the purchasing entity to make those arrangements.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Outside of our normal ordering procedure Rosenbauer proposes to utilize a Sourcewell specific purchase agreement that we have used in the past. The PO would be issued directly from the end user to Rosenbauer South Dakota or Rosenbauer Minnesota and becomes the official contract document. The PO captures all the required reporting information from the customer to include their Sourcewell ID number. Rosenbauer will keep this on file for the duration of the contract. A copy of this purchase agreement form is attached in the documents section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Rosenbauer does accept the P--card procurement and payment process. There is an additional 4% fee added to the final cost of the vehicle if this process is used.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rosenbauer is proposing a ceiling price of 15% off of MRSP specification. The fire truck will not be sold for any higher amount than it is listed for. The model of truck that is submitted can and will have many features on it. There are over 20,0000 options listed for each model of apparatus. Due to this complexity each option picked will have a credit or deduct affect on the proposed ceiling price. All of our proposed pricing is listed in the uploaded documents section. There is a master price document as well as a detailed price document.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rosenabauer is offering a 15% discount from MSRP.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are evaluated on a case by case basis. Rosenbauer will examine them from a stand point of difficulty of the build and component availability. If it is reasonable that the multiple units can be built at the same time then an additional 1% price reduction will be offered.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Rosenbauer views any "non-standard" option as a special option. These items require special review by our engineering and sales departments to determine feasibility. If a "special option" needs to be used it will be priced at up to 20% of standard cost. All of these options will be noted in the specification with a "S" code.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only fees not captured by our pricing proposal would be local taxes. Most areas of North America treat fire truck purchases as tax exempt. There are exceptions and when we make a sale in an area that requires tax to be paid on the purchase then that fee is 100% the responsibility of the purchasing entity.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included with the truck purchase.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have several options when choosing freight to Alaska, Hawaii and Canada. We utilize several off shore shipping companies that area available from almost every shipping port in the Unites States. Our typical plan would include contracting with a 3rd party shipping company and delivering the fire truck to the port of shipping. We utilize our dealer network to provide transportation of the truck form the receiving port the end user.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do allow for customers to pick up their completed apparatus directly from the manufacturing facility. The vehicle must be completely paid for and the department must prove they have adequate insurance.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	When pricing a proposal for our customer we use simple formula to verify the price of the apparatus comparted to the price submitted in this RFP. When the order is reviewed, Rosenbauer staff calculates each order to ensure that the pricing is within the proposed ceiling price. If the customer requests we will provide a price comparison sheet for their review. There will be an example of this comparison uploaded in the documents section.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	All incoming orders are tracked via their purchasing method (ie bid, negotiated sale via consotrium ect) We using this tracking for several different purposes. It helps us identify specific dealers that are proficient and those that need additional help utilizing Sourcewell. We use this data to compile our quarterly reports to Sourcewell and we also track and report to our sales force market share and overall sales volume.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee that Rosenbauer is proposing to Sourcewell is $2,000 per unit.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Outlined in our pricing detail document, Rosenbauer's has designed our offerings so a customer may pick their choice of body, chassis and/or aerial that best fits their needs. Each part (body, chassis and aerial) comes with an options page that is part of Rosenbauer's complete quoting system. This allows the customer to customize the apparatus to their needs without being locked in on pre-selected specifications. Our body choices consist of 4 distinct pumper bodies, five different aerial bodies, two water supply or tanker/tender bodies (one for single axle and the other for tandem axle) a rescue body a wildland body and a mini-pumper body. The chassis proposal section consists of Commander, Warrior and Avenger custom chassis (manufactured by Rosenbauer) and multiple commercial chassis options. The aerial proposal section consists of five unique aerials our 78-foot Viper, 109-foot Viper, 101-foot Cobra platform, the Roadrunner and 100-foot tillered aerials. There are also two specialty aerials listed which include our Raptor body and aerial as well as the T-Rex body and aerial. Each of the aerial types (standard and specialty) have option pages listed. The ARFF proposal pages include our Airwolf C2 and C3 products as well as our Panther 4x4, 6x6 and 6x6 with HRET.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our proposal consists of pricing breakdowns for bodies, chassis and aerial all priced separately. This allow our customer to customize those individual pieces to best fit the needs of their specific area. To best accomplish this customization we have included option pages for each of these categories which allow our customers the ability to add items, change body styles and further customize the specifications. In the body section there are four pumper bodies. The FX is a customizable aluminum or stainless steel body that is made from formed material and extrusions. The EXT is a customizable aluminum or stainless steel body the is made entirely from extrusions. The CT is an aluminum or stainless steel body that is made by laser cut, tab and slot assembly. The CRT body is a stainless steel body that has limited option content. Tankers/tenders can be built with either the FX or EXT body and with the single axle version have up to 2,000 gallons of water or up to 3,500 gallons of water with the tandem axle version. Rescues can be built with either the FX or EXT body. These vehicles can range from small and mid-sized rescues to larger walk-in rescues and command centers. Brush trucks and mini-pumpers can utilize any of the body options and additional have options for flat bed style or full body. Either are customizable using the options page. In the chassis proposal pages we haver the Commander, Warrior and Avenger custom chassis which are manufactured by Rosenbauer. These chassis have an options page that features our entire quoting system for chassis so every option is available for our customers. There are also commercial chassis listed. This listing shows all available commercial chassis options for Rosenbauers product line. The aerial section includes our 78 and 109-foot Vipers, 101-foot Cobra platform, 100-foot mid mount Cobra platform, Roadrunner extending waterway boom and 100-foot tillered Viper. There is an option page for these models that allows for customization. There is a specialty aerials section of our proposal with includes our Raptor aerial which is a 105-foot tactical aerial ladder with removable rescue basket and our T-Rex aerial which is a 115-foot articulating platform. These aerials are only available with our EXT extruded body. The ARFF section of our proposal consists of the Airwolf C2 and C3 which are rapid intervention vehicles and our Panther 4x4, 6x6 and 6x6 with HRET. The 4x4 Panther has 1,585 gallons of water and 500-lb. dry chemical system. The 6x6 Panther has 3,170 gallons of water and 500-lb. dry chem system and the Panther 6x6 with HRET has the same features but also includes a High Reach Extendable Turret.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Rosenbauer offers the most complete line up of equipment in the industry.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	We offer a full line of wildland fire suppression equipment.	*
72	Aircraft rescue and firefighting vehicles	(•) Yes ( ) No	We have several models of ARFF vehicles that are detailed in our offerings pages.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	We build three separate custom chassis.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Each of of bodies, chassis and aerials have a full listing of available options.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	Rosenbauer has full service capabilities that include pump testing, remount and refurbishment of old equipment and inspection, repair and maintenance of everything we sell.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	Rosenbauer's dealer network is fully capable of handling most service and repair from a basic oil change to major pump rebuilds. In the event that damage to a vehicle is too extensive for a local dealer to handle Rosenbauer always has the option to have the vehicle returned to the manufacturing facility for repairs.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Rosenbauer does offer remount and refurbishing of existing customer apparatus. Because of the complexity involved these procedures are only handled at the manufacturing facility. Each remount or refurbishment is extremely unique. Pricing for a remount or refurbishing project would be done through the options pages in our proposal and would follow the same ordering process as well.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	All trucks manufactured for the United States have to conform to DOT, FMVSS and NFPA 1901 standards. All Rosenbauer vehicles built for customers within the United States are audited by Underwriters Laboratories (UL) personnel to ensure compliance.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Any vehicle built to be delivered in Canada is built to the CMVSS and ULC standards. Rosenbauer works with Underwriters Laboratories (UL) as a third party independent audit and inspection to ensure all trucks going to Canada meet these standards.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Master Price list.pdf - Monday November 29, 2021 10:39:24
- Financial Strength and Stability - Dunn and Bradstreet reports.pdf - Monday November 29, 2021 10:15:09
- Marketing Plan/Samples - Literature.pdf - Monday November 29, 2021 10:54:25
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty forms.pdf - Monday November 29, 2021 10:15:46
- Standard Transaction Document Samples - Sourcewell PO.pdf - Monday November 29, 2021 11:24:47
- Upload Additional Document - Rosenbauer Ceiling Price 2022.xlsx - Monday November 29, 2021 10:39:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brian Kueter, CFO, Rosenbauer America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

June 11, 2024

City of Atwater Fire Department
699 Broadway Ave.
Atwater, Ca. 95301

Attention: Battalion Chief Ayuso

Thank you for the opportunity to propose the following Rosenbauer fire apparatus:

One (1) Rosenbauer FX Type 1 Commander Chassis Quote #1203

Body Price	**$ 452,875.00**
Chassis Price	**$ 531,422.00**
100% Pre-Pay Discount	**$ -65,900.00**
Customer Loyalty Discount	**$ - 10,000.00**
Delivery (Non-taxable)	**$ 6,346.00**
CA State Sales tax (8.75%)	**$ 79,484.74**
	$ 994,227.74

Included in above price:
Delivery, 690 days after receipt of order
100% Pre-Pay Time of Order
Performance Bond to Be Provided
Pre-Construction at Rosenbauer (2) from Fire Dept.
Final Inspection, at Rosenbauer. (2) from Fire Dept.
(1) Day Familiarization
Delivery, FD Headquarters

Pricing as quoted above is valid until August 15,2024.

Thank you again for this opportunity to work with the City of Atwater, if you have any questions regarding the above proposal, please contact me at (209) 765-6971 or at john@burtonsfire.com

Sincerely,

John Burton
Burton's Fire, Inc.

South Dakota Division
100 Third Street
Lyons, SD 57041
605-543-5591
605-543-9701 Fax
E-mail: sales@rosenbaueramerica.com

Minnesota Division
5181 260th Street
P.O. Box 549
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
E-mail: sales@rosenbaueramerica.com

Aerial Division
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
E-mail: sales@rosenbaueramerica.com

www.rosenbaueramerica.com

2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517
www.republicfirstnational.com

July 11, 2024

To:	Bobby Ayuso
Vendor:	Burton's Fire
From:	Angie Deming
Customer:	City of Atwater

Thanks for the opportunity to give you a quote on your latest project!

Equipment:	New Rosenbauer FX Type I on a Custom Commander Chassis
Unit Cost:	$ 1,070,127.74
Down Payment:	$ 400,000.00
Prepay Discount:	$ 75,900.00
Net Financed:	$ 594,227.74
Frequency of Payments:	Annual
Number of Payments:	2
Payments:	$ 322,454.25
Factor:	0.54264
APR:	5.63%
Prepay Date:	Immediate
First Lease Payment Due:	July, 2025

* To qualify for the quoted rates, audited financial statements required.
* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the $10,000,000 limit.
* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfnonline.com

PURCHASE ORDER

Purchaser			SUPPLIER	
Purchaser:	City of Atwater Fire Department		**Contract #**	Sourcewell Contract #: 113021-RSD
Address 1:	699 Broadway Ave.		**Supplier:**	Rosenbauer South Dakota, LLC
Address 2:			**Address 1:**	100 3rd Street
City, State, Zip:	Atwater, CA 95301		**Address 2:**	
			City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	0		**Delivery in Calendar Days,** after approved production ready specifications are released:	690
Date:	8/13/2024		**Member #**	20186

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	$994,227.74	$994,227.74
100% pre-pay discount at the time of the order for pre-pay discount. Note: Price good until Aug. 15, 2024.			
The contract/purchase order price includes sales tax in the amount of $79,484.74.			
TOTAL			$994,227.74

NOTES:	

Rosenbauer Dealer :	Burton's Fire Inc.
Salesperson:	John Burton
Signature:	John Burton

Purchaser:	City of Atwater Fire Department
Print Name:	
Title:	
Date	
Signature:	

City of Atwater

OFFICE OF THE CITY COUNCIL
1160 FIFTH STREET
ATWATER, CA 95301
(209) 357-6300

August 12, 2024

The Honorable Liz Ortega
1021 O Street, Room 5120
Sacramento, CA 95814

Re: **AB 2557 (Ortega): Local Agencies: Contracts for Special Services and Temporary Help: Performance Reports** (As amended 7/3/24)
OPPOSE

Dear Assembly Member Ortega,

The City of Atwater must respectfully **oppose AB 2557**, a bill related to contracting by local agencies. AB 2557 is overly burdensome and inflexible, which will likely result in worse outcomes for vulnerable communities and diminished local services for our residents.

Broad application has costly implications. The City of Atwater relies in part on contractors to provide a variety of programs and services. Given our current workforce shortages, it would be difficult to provide these services without their capable assistance. The City of Atwater currently uses contractors for services to improve efficiency, reduce costs, and access specialized expertise.

With the additional requirements of AB 2557 for local agencies with represented workforces and their contractors, we can expect fewer nonprofit providers, community-based organizations, and other private service providers willing to engage with local agencies. The requirements will also exacerbate already-demanding caseloads and workloads for our existing staff and increase city costs.

Making private employee data subject to the California Public Records Act deters effective partnerships with the private sector. This bill would require anyone who enters a special services contract over $100,000 in value with a city to perform functions that are currently, or were in the prior five years, performed by city employees represented by an employee organization to post the contract and any related documents, including any required performance reports on their website. This is an expensive endeavor that would require considerable investment in IT infrastructure and staff for our city.

Additionally, AB 2557 requires contractors to provide information about employees and retain records. This private employee data would be accessible to any member of the public. Public employee data subject to the CPRA has resulted in data mining for profit, as well as subjecting employees to harassment and threats.

Local agencies are already subject to statutory limitations on contracting. Cities are already subject to the statutory provisions of the Meyers-Milias-Brown Act and related state law

provisions. Local agencies cannot contract out work currently performed by bargaining unit employees simply to save money and most contracting-out decisions are already subject to meet-and-confer requirements. All the issues the bill seeks to address are better addressed at the bargaining table where local conditions can be appropriately considered.

Unclear terminology creates confusion and invites disputes.
We remain concerned that the notification timeframes provided are impractical. While the bill includes the requirement for a "reasonable" notification to the employee representative, we are unclear as to what exactly this requirement means. Further, the emergency exemption provided in the bill appears to only apply to portions of the notice provisions. Local agencies are first responders and need flexible and accessible means for contracting with clear understanding of what is required prior to doing so.

AB 2557 represents a sweeping change to the fundamental work of local governments, but we are unaware of a specific problem that this measure would resolve or prevent. The bill will not improve services, reduce costs, or protect employees.

For these reasons, the City of Atwater respectfully **opposes AB 2557.**

Sincerely,

_____
Mike Nelson
Mayor, City of Atwater

Cc: The Honorable Senator Anna Caballero, Chair, Senate Appropriations Committee
Stephen Qualls squalls@cacities.oirg
League of California Cities, (via email: cityletters@calcities.org)