

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and De Novo Planning Group, a California corporation ("Consultant").

### **RECITALS**

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. Consultant shall perform the General Plan Update services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated June 18, 2020, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the General Plan Update services is sometimes referred to herein as “the Project.”

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant’s services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than June 30, 2021. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed FOUR HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED DOLLARS AND EIGHTY CENTS (\$434,900.80). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

**SELECTION PROCEDURE**

Proposals submitted will be evaluated by City staff, with selection by the Community Development Director and contract approval by the City Council. Firms meeting the mandatory elements will have their proposals evaluated and scored.

Mandatory Elements are as follows:

- The consulting firm and sub consultants are independent contractors properly licensed to practice in California.
- The consulting firm has no conflict of interest with regard to any other work performed for the City.
- The consulting firm has adhered to the instructions within this RFP on preparing and submitting the proposal.

The following represent the principal selection criteria which will be considered during the evaluation process. The City reserves the right to select any consulting firm that submits a complete and timely proposal regardless of their score in relation to other firms.

Selection criteria will include the following:

Qualifications of Project Personnel -----	25%
Experience with Similar Work -----	25%
Ability to Complete Project on Schedule -----	25%
Ability to Stay Within Budget -----	25%

The percentages above help in the selection of a qualified firm, however consultants may be required to give a brief presentation if there is not a clearly superior candidate in the written proposals. Firms will be notified by May 23<sup>rd</sup> if a presentation is necessary.

The request for proposal does not commit the City of Manteca to award a contract, or to pay any costs incurred in the preparation of a response to this request. The City of Manteca reserves the right to reject any or all proposals received if it is in the best interest of the City. All consultants submitting proposals will be notified of the results.

**AGREEMENT**

A fully executed contract between the consultant and the City of Manteca will be required for City Council approval prior to start of work.

The Consultant shall enter into an Agreement for Professional Services provided by the City, a copy of which is attached hereto as an Appendix.

**INSURANCE**

The Consultant shall carry insurance during the life of the contract in accordance with the requirements of "Insurance Requirements for Professional Services", an exhibit to the Agreement for Professional Services.

Before any agreement is finalized, the selected consultant shall provide the required Certificate/s of Insurance and Endorsement forms.

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be Beth Thompson. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with

respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Manteca  
   1001 W. Center Street  
   Manteca, CA 95337  
   Attention: J.D. Hightower

If to Consultant: De Novo Planning Group 1020  
Suncast Lane, Suite 106  
El Dorado Hills, CA 95762  
Attention: Beth Thompson

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five

mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal dated June 18, 2020 and this Agreement (which includes Attachment 1, Attachment 2, and Attachment 3) this Agreement and its attachments shall take precedence over Consultant's proposal.



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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

**CONSULTANT:**

\_\_\_\_\_  
Benjamin J. Cantu,  
Mayor

\_\_\_\_\_  
De Novo Planning Group

**ATTEST:**

By:   
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
John Tresidder,  
Director of Legislative Services

\_\_\_\_\_  
Beth Thompson  
Principal

**COUNTERSIGNED:**

By:   
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Lisa Blackmon,  
Acting Director of Finance

\_\_\_\_\_  
Ben Ritchie  
Principal

**COUNTERSIGNED:**

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

\_\_\_\_\_  
Dawn Lichti,  
Acting Administrative Services Director

Telephone: (916) 812-7927

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Brinton,  
City Attorney

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

**CONSULTANT:**

\_\_\_\_\_  
Benjamin J. Cantu,  
Mayor

\_\_\_\_\_  
De Novo Planning Group

**ATTEST:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
John Tresidder,  
Director of Legislative Services

\_\_\_\_\_  
Beth Thompson  
Principal

**COUNTERSIGNED:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Lisa Blackmon,  
Acting Director of Finance

\_\_\_\_\_  
Ben Ritchie  
Principal

**COUNTERSIGNED:**

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

\_\_\_\_\_  
Dawn Lichti,  
Acting Administrative Services Director

Telephone: (916) 812-7927

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Brinton,  
City Attorney

**ATTACHMENT 1**  
**REQUEST FOR PROPOSAL**



**REQUEST FOR PROPOSAL  
FOR  
PROFESSIONAL SERVICES TO PREPARE  
MANTECA GENERAL PLAN UPDATE**

City of Manteca  
Community Development Department

1001 West Center Street, Manteca, California 95337  
Phone: 209-456-8500 • Fax: 209-923-8949

[mmeissner@ci.manteca.ca.us](mailto:mmeissner@ci.manteca.ca.us)

**IMPORTANT DATES:**

RFP ISSUED: ----- April 8, 2016  
SUBMIT QUESTIONS BY: ----- April 22, 2016  
**RFP RESPONSE DUE DATE: ----- May 12, 2016 by 4:30 p.m.**  
PROPOSALS EVALUATED: ----- May 16 through 26, 2016  
NOTIFICATION OF INTERVIEW (If applicable):-----May 31, 2016  
INTERVIEWS (If applicable):----- June 6 – June 9, 2016  
NOTIFICATION OF SELECTION: ----- June 13, 2016

**GENERAL INFORMATION:**

CONTACT PERSON: Mark Meissner, Planning Manager  
PHONE: (209) 456-8511  
EMAIL: mmeissner@ci.manteca.ca.us  
SUBMITTAL ADDRESS: Community Development Department  
City of Manteca  
1001 West Center Street  
Manteca, California 95337

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# Manteca General Plan Update Request for Proposal

## **INTRODUCTION:**

The City of Manteca (“City”) is requesting proposals from experienced land use consulting firms to prepare a comprehensive update to the City’s General Plan. The General Plan update is intended to facilitate and support the City’s development for the next 20 years. This update will include preparation of an Environmental Impact Report (EIR), and Municipal Code consistency update including the Zoning Map. The City anticipates the Municipal Code consistency update to take place shortly after General Plan adoption. The City expects the General Plan EIR to support development of projects consistent with the General Plan with a minimum of additional environmental review.

## **BACKGROUND:**

Manteca has a population of 73,787 as of January 1, 2015 and is situated in southern San Joaquin County south of Stockton, east of Lathrop, and north of Ripon. Manteca is within the “Central Valley” between the San Francisco Bay Area and the Sierra Nevada’s and its foothills. The San Francisco Bay Area is approximately one hour to the west and Sacramento one hour to the north. Manteca is located at the crossroads of State highways 99 and 120, and is about a mile and a half east of Interstate 5. The City has substantial rail access along its western boundary and diagonally through the City from northwest to southeast. The City encompasses approximately 20.91 square miles.

The City was incorporated in 1918 and operates under the Council/Manager form of government. The Councilmembers serve staggered four-year terms with the Mayor being directly elected. Manteca’s recent elections resulted in a change in the Mayor’s seat and two other Council seats. The Council meets on the first and third Tuesdays of each month. The City’s Planning Commission is made up of 5 Mayor/City Council appointments and an Alternate. The Planning Commission meets the second and fourth Tuesdays of each month.

Manteca adopted its current General Plan in October of 2003 to cover a period of 20-years (2023). The General Plan has served its purpose for the past 13-years and has been amended as necessary to maintain compliance with State laws. The General Plan includes the seven mandated elements in addition to voluntary elements including Air Quality, Community Design, Economic Development, Public Facilities and Services, and Administration and Implementation.

The City has amended the General Plan Housing Element twice during the past 13 years. The first update was adopted June 15, 2010. The most recent Housing Element amendment was certified by the State Housing and Community Development Department late last year and subsequently adopted by the City Council on January 19, 2016.

The Circulation Element was amended in 2011 to support the State requirements for “complete streets”, to support the City’s change from its transportation design requirement of Level of Service (LOS) C to LOS D, to support exempting a designated area of the City’s Downtown from LOS design requirements due to fixed right of way constraints, and to establish Transportation Impact Analysis guidelines and impact thresholds. The updated Circulation Element was adopted April 5, 2011 along with certification of a programmatic environmental impact report to support construction of the planned facilities.

The City’s General Plan includes an Air Quality Element, which was included as a voluntary element in response to State legislation regarding Air Quality Guidelines for General Plans (65302.1) that were developed by the San Joaquin Valley Air Pollution Control District back in 2003. The City adopted an amendment to the Air Quality Element in October of 2013 to address Assembly Bill 32 and Greenhouse Gas Reductions. The resulting implementation



program to address the overall goal of reductions in greenhouse gases was the creation of a Climate Action Plan.

The Safety Element was amended in December of 2013 in an effort to address the requirements of the State and the Central Valley Flood Protection Plan that require a plan to protect urbanized areas at the 200-year flood protection level. The City is in the process of addressing the requirements more adequately based on new flood information and data that was unavailable during the previous Safety Element Amendment. A large portion of the southwest area of the City is affected by this legislation. The area includes existing residential developments, land with development entitlements, and land under application for development. The area is currently protected by a dryland levee at the 100-year flood protection level.

The City is currently in the process of public outreach and establishment of preferred alignments for the Antone Raymus Expressway and Dry Land Levee Alignments. Understanding and establishing the subject alignments is necessary to define the southern boundary of the General Plan Study area as well as the land uses along the expressway and on the dry and wet sides of the levee. The Antone Raymus Expressway, previously known as the McKinley Avenue Expressway, is identified in the City's Circulation Element. The goal is to realign the roadway to avoid existing rural homes on East Peach Avenue from fronting onto and accessing the expressway. As noted above, the City is subject to the requirements of SB5 and its related Senate and Assembly bills. There is an existing dryland levee that protects a large area of the southwestern portion of the City where the Antone Raymus expressway alignment is proposed as well as developing subdivisions, entitled subdivisions, and projects under application. The State requirement for a higher level of flood protection has provided the City with an opportunity to consider alternatives to the existing alignment that could have a significant effect on development.

The City has recently had its Municipal Services Review (MSR) update approved by the San Joaquin County Local Agency Formation Commission (SJLAFCo) and an updated Sphere of Influence (SOI). The MSR and SOI were adopted by SJLAFCo on July 16, 2015.

The City's Parks and Recreation Department is in the process of creating the City's first Parks and Recreation Master Plan and fee nexus study. A public review draft is in the process of being written and will tentatively be available mid-year 2016 if not earlier.

The City's Public Works Department started the process of updating the City's Urban Water Management Plan (UWMP) and the creation of a Recycled Waste Water Master Plan that will make use of the recycled water for City parks and other uses to be determined. Status of the updated UWMP is unknown. The most recent UWMP was established in 2005.

The last full comprehensive General Plan update took place in 2003. Since that time, the City has continually updated the General Plan as necessary to meet the requirements of the State of California, and to accommodate development trends and to support economic development. The City is now committed to a comprehensive revision to avoid continued project by project amendments to land use that loosely consider the development needs of the greater area.

The General Plan amendments listed above that were primarily initiated by requirements of the State have kept the City in compliance and incorporated planning concepts including sustainability, pedestrian friendly practices, complete streets, compact development, reduction in vehicle miles travelled, etc. The City is looking for an experienced consultant who can help the City apply these planning concepts in a more comprehensive manner, and a consultant that is in tune with land use and planning concepts that are destined to be mandated by the State legislature so the City can consider incorporating them into the General Plan and avoid additional amendments.

## SCOPE OF WORK

The City is requesting that the consulting team prepare a comprehensive update to the Manteca General Plan and Municipal Code Consistency Update including Zoning Map. As noted earlier the City's current general plan includes the seven mandated General Plan Elements in addition to Air Quality, Community Design, Economic Development, Public Facilities and Services, and Administration and Implementation. The City anticipates that the update will include the seven required elements (land use, circulation, conservation, open space, noise, and safety) as well the optional elements listed above; however, we are unsure of the extent that the recently adopted housing element will need to be updated.

The following describes specific components that should be included in the scope of work. However, the City is open to suggestions other than those listed here, which would be of value to producing a General Plan that reflects unique aspects of the City of Manteca.

### A) Work Program:

Prepare a detailed work program for the General Plan update, including detailed schedules of dates and activities. In consideration of the City's Capital Improvement Program, it is the desire of the City to complete the entire process within two years. The work program shall include but not be limited to the following:

- 1) Review existing data sources related to the City of Manteca including the existing available economic data, planning studies, population and development trends, and related reports. Compile the necessary additional information to prepare the updated General Plan document. Conduct field surveys to determine existing land uses, existing building conditions, public infrastructure conditions, and other field surveys as required.
- 2) Based upon the consultant's research, analysis, and community input, a draft updated and revised General Plan shall be prepared which proposes policies, programs, realistic objectives standards and schedules to:
  - a) Correct existing deficiencies
  - b) Guide the future development of the City of Manteca
- 3) The following mandatory and voluntary elements of the Manteca General Plan shall be updated:
  - a) Land Use, Circulation, Conservation, Open Space, Noise, and Safety.
  - b) Air Quality, Community Design, Economic Development, Public Facilities and Services, and Administration and Implementation.
- 4) Develop a community participation program which should include facilitating meetings of a citizen's General Plan committee and public workshops. The City considers this a key task in the update process.

A continued criticism is that staff is not able to get the public involved and engaged on issues that the Planning Commission feels should be of great public concern. For this reason the ideal consultant team should be able to actively engage the public in a variety of ways to get input on critical issues, keep them updated on the process, and to educate them on issues and concepts. The City expects documents to be prepared in a format that is clear, concise, and easy to read. We also expect that all documents are graphically driven, user-friendly, and take advantage of current technology to the extent reasonably and practically possible. Perhaps a General Plan that is available in a technically and legally correct printed

form, but that is also available in an online version that includes interactive examples of planning concepts and design ideas, animated illustrations, or even video.

- 5) Public survey to identify issues of concern. The public survey to solicit public input from the community, and City boards, commissions, and council. Reporting of the survey results should include the methodology, questions asked, and findings.

Public input should not be limited to face to face, time and date specific meetings, workshops, forums, etc. The consultant should include an online venue that will provide for input from those that are interested in the process and providing their ideas, input, support, or criticism, but are unable to attend or value their free time and are unwilling to commit to specific times and locations. We also feel that there are many members of the community that would participate but are not comfortable with public forums or making public statements. We feel that the youth of the community are more likely to participate in discussions that would take place in an online environment as well. City staff used an online survey service during preparation of an update to the City's Bicycle and Pedestrian Master Plan, and was able to obtain over 100 complete surveys with several including lengthy and detailed comments.

- 6) Staff anticipates the City Council will appoint a General Plan Advisory Committee of between approximately 5-10 people.
- 7) Prepare a general plan background report that identifies the current status of infrastructure capacity and other critical items. The background report will provide the necessary information for consultant, staff, General Plan Advisory Committee and the community to make informed decisions throughout the general plan update process.
- 8) Prepare a fiscal analysis of the City's Capital Improvement Program and Public Facilities Implementation Program. The fiscal analysis should review the impacts of proposed policies to determine if there are sufficient funding sources to accommodate anticipated infrastructure and services associated with build out of the preferred alternative in the new General Plan and the proposed programs to support it.
- 9) Conduct public hearings of the Planning Commission and City Council.
- 10) Conduct public outreach.
- 11) Consultation with interested Native American tribes as part of the General Plan Update process as required by SB18.
- 12) Provide digital copies of all documents and maps as they become available. The number of printed copies of each document will be determined prior to its release. Copies requested will be invoiced on a time and materials basis.
- 13) Integrate all elements into one General Plan document with uniform text layout and format. Given the recent adoption of the updated Housing Element we may need to leave this one out.
- 14) Prepare a comprehensive update of the General Plan and required Environmental Impact Report. The City's updated Circulation Element included preparation of a program level EIR with detailed traffic analysis of the City's existing and planned circulation network based four alternatives. The analysis included average daily

trips, level of service, and peak hour trips under a no project (constrained), no project (unconstrained), alternative investment strategy, and preferred (proposed) roadway network alternative scenarios. The additional level of traffic analysis helped reduce the level of environmental review of traffic related impacts of projects consistent with their general plan land use and the adopted circulation network.

- 15) Work with City to identify inconsistencies between the updated General Plan and the Municipal Code, and recommend language to establish consistency with the General Plan.
- 16) Prepare amendments to City's Municipal Code to establish consistency with the adopted General Plan.
- 17) Prepare amendments to the City's Zoning Map to establish consistency with the adopted General Plan Land Use Map.

B) Current and Recently Completed Planning Studies:

There are several studies recently started, ongoing, or completed that should be incorporated into the text or included as an appendix, considered, referenced, into the general plan document.

- 1) Draft Parks and Recreation Master Plan
- 2) Adopted Housing Element
- 3) Draft Bicycle and Pedestrian Master Plan
- 4) Safety Element for SB5
- 5) Adopted Municipal Services Review and updated Sphere of Influence

C) Tasks and Deliverables:

The following is a list of tasks to be completed along with expected meetings and deliverables. All deliverables shall include an editable, digital copy, in Microsoft Word and Adobe PDF.

Task 1.0 – Project Coordination Meetings

- 1) Kickoff Meeting with City
- 2) Monthly Coordination Meetings with City
- 3) Monthly General Plan Advisory Committee Meetings
- 4) Six Community-wide Workshops.
- 5) One meeting with each of the following:
  - a) Recreation and Parks Commission
  - b) Senior Advisory Committee
  - c) Youth Advisory Commission
- 6) Two study sessions:
  - a) One with City Council
  - b) One with Planning Commission

Task 2.0 – Preparation of General Plan Background Report

The background report will help identify issues that need to be considered within the updated general plan.

Deliverables:

- 1) Resident Survey Report
- 2) General Plan Background Report.

#### Task 3.0 – Preparation of the General Plan

Meetings:

- 1) Two Planning Commission hearings
- 2) Two City Council hearings

Deliverables:

- 1) Administrative Draft General Plan and Technical Reports (2 rounds of reviews)
- 2) Draft General Plan for Planning Commission and City Council Hearings

#### Task 4.0 – Preparation of Environmental Impact Report (EIR):

- 1) Prepare Notice of Preparation (NOP) and Schedule Scoping Meeting:
  - a) Submit Administrative Draft NOP to the City for review and comment.
  - b) Submit Final NOP based on City comments.
  - c) Conduct public scoping meeting.
  - d) Meet with City to discuss comments received and determine if changes in scope of work are needed.
- 2) Prepare Draft EIR (DEIR):
  - a) Prepare Administrative Draft EIR (ADEIR) for City review and comment.
  - b) Meet with City if necessary
  - c) Prepare Screencheck ADEIR for City review and comment.
  - d) Provide copies of DEIR and Appendices
  - e) Prepare Notice of Completion and distribute DEIR to responsible agencies and State Clearinghouse.
  - f) Meet with City to coordinate presentation and materials for public hearings.
  - g) Attend Planning Commission and City Council public hearings on Draft EIR.
- 3) Prepare Final EIR (FEIR), Responses to Comments, and Mitigation Monitoring Program (MMRP):
  - a) Meet with City if necessary
  - b) Provide copies of Administrative FEIR, Responses to Comments, and MMRP
  - c) Provide copies of FEIR, Response to Comments, and MMRP
- 4) Prepare Findings of Fact and Statements of Overriding Conditions:
  - a) Prepare administrative Findings of Fact and Statements of Overriding Conditions for City review and comment

- b) Provide copies of Findings of Fact and Statements of Overriding Conditions
  - c) Meet with City to coordinate presentation and materials for public hearings.
  - d) Attend Planning Commission and City Council public hearings to certify the FEIR.
- 5) Prepare Notice of Determination (NOD)
- a) Prepare NOD and forward to City for posting at San Joaquin County Clerk Recorders Office.
  - b) Coordinate with City on posting NOD with the State Clearinghouse.

Task 5.0 – Preparation of Adopted General Plan

- 1) Provide copies of adopted General Plan.

Task 6.0 – Preparation of General Plan and Municipal Code Consistency Update.

The City of Manteca Municipal Code (MMC) will need to be reviewed for consistency with the adopted General Plan. Review for consistency should not be limited to the City’s Zoning Title, but should include all land use related titles, chapters, and sections of the municipal code such as Subdivisions, Residential Growth Management, Health and Safety (Floodplain Management and Right to Farm), Buildings and Construction, etc. The consistency update includes text amendments, and Zoning Map changes (Rezones) to establish consistency with updated General Plan Land Use Designations.

Meetings:

- 1) Kickoff Meeting with City
- 2) Monthly Coordination Meetings with City
- 3) Two Community-wide workshops on text amendments and rezones.
- 4) Two study sessions:
  - a) 1 Planning Commission
  - b) 1 City Council
- 5) Two Planning Commission meetings. One being a public hearing to establish recommendation to the City Council.
- 6) City Council public hearing to consider Planning Commission recommendation.

Deliverables:

- 1) Administrative Draft MMC Amendments (2 rounds of review).
- 2) Administrative Draft of Zoning Map rezones and list of effected properties (2 rounds of review). List to include existing and proposed zone, address, and Assessor’s parcel number (APN) for each parcel.
- 3) Provide copies of Draft MMC Amendments for public hearings.
- 4) Provide copies of Draft Zoning Map.
- 5) Provide copies of adopted MMC Amendments for codification.
- 6) Coordinate with the City’s Information Technology, GIS Division to finalize Zoning Map.

## **PROCEDURE FOR SUBMITTING PROPOSALS:**

- Provide five (5) copies delivered to:  
City of Manteca  
Attn: Mark Meissner  
1001 West Center Street  
Manteca, California 95337
- If hand delivered, include address above and deliver to the Community Development Department front counter.
- Proposals must address the requirements of the RFP as set forth within.
- Proposals must be received at the Community Development Department no later than **April 27, 2016 by 5:00 p.m.**

### **Project Proposals must include the following:**

**Letter of Transmittal:** Include your firm's understanding of the work to be performed. In addition, state why your firm and your selected team of subs, believes it to be the best qualified to perform the services requested. State the Management Contact (Representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of the project). Include same for sub consultants that will be a part of the project team.

**Scope of Work:** At a minimum, proposals must address each item set forth in the scope of work. Additions to the scope of work, added as found necessary by proposing consultant firm, may be included if clearly identified as either a required missing item, or identified as a suggested optional item. Subtractions from the scope of work must also be supported with information that the task is unnecessary or suggested as optional.

**Allocation of Resources:** Provide a plan for services to the City that is appropriate for the City in accomplishing the scope of work. Indicate how the resources of the firm (e.g., personnel by skill level allocated by hours) will be allocated for this project in tabular format. Include same for each sub consultant responsible for tasks within the scope of work.

**Cost Proposal** Provide a cost proposal that is a condensed version of the Allocation of Resources table. Separate out or otherwise identify the cost of items within the proposal that are optional or recommended.

**Schedule** Provide a project schedule that identifies the order in which the project move forward including overlapping processes. There will be many tasks throughout the preparation of the General Plan Update, so providing an easy to read and understand, updatable schedule is an important aspect of this proposal.

**References** Provide a description of General Plan updates provided by the consultant team for other organizations and contact information if possible.

## TIMELINE

RFP ISSUED: ----- April 8, 2016  
SUBMIT QUESTIONS BY: ----- April 22, 2016  
**RFP RESPONSE DUE DATE: ----- May 12, 2016 by 4:30 p.m.**  
PROPOSALS EVALUATED: ----- May 16 through 26, 2016  
NOTIFICATION OF INTERVIEW (If applicable):-----May 31, 2016  
INTERVIEWS (If applicable):----- June 6 – June 9, 2016  
NOTIFICATION OF SELECTION: -----June 13, 2016

## GENERAL REQUIREMENTS

### Personnel

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with permission of the City.

### Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

### Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

### Public Record

All proposal submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

### Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

### Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.



**ATTACHMENT 2**  
**CONSULTANT'S PROPOSAL**



## MEMORANDUM

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TO: J.D. Hightower, Acting Community Development Director  
FROM: Beth Thompson, De Novo Planning Group  
SUBJECT: General Plan Update – Agreement Extension  
DATE: June 2, 2020 (updated June 18, 2020)

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This scope of work and cost estimate addresses the extension of the General Plan Update agreement, identifying the remaining tasks to be completed and the budget to complete the tasks. Please note that while the scope and budget have been updated to include preparation of an update to the City’s Municipal Services Review at the request of the City, there are no changes to the approved budget for the General Plan Update, Environmental Impact Report, and focused Zoning Code Update work efforts.

### **A. GENERAL PLAN UPDATE**

#### **TASK 1 – PROJECT INITIATION**

Complete.

#### **TASK 2 – COMMUNITY OUTREACH AND PARTICIPATION**

##### **TASK 2A COMMUNITY WORKSHOPS AND PUBLIC MEETINGS**

---

De Novo’s proposed approach to public workshops and meetings is described below. We have developed our approach to provide a consistent venue for community involvement, to ensure that the City residents and stakeholders feel that they have had adequate opportunity to participate in the process. Several meetings have been identified as “floating workshops” or “floating meetings” – if these workshops or meetings are not needed, the schedule will be adjusted accordingly.

We understand the demands that a General Plan Update place on City staff and are prepared to fully support and assist City staff through the entire process. We will prepare a staff report for each meeting that describes the process, key issues to be considered at the meeting, and any staff recommendations. Each staff report will be provided to City staff for review and De Novo will revise the report as directed.

At each meeting, the De Novo team will be prepared to make a powerpoint presentation regarding the project and will be prepared to answer questions, make recommendations (if requested), and assist in developing solutions if controversial issues arise.

##### **KICK-OFF MEETING AND VISIONING WORKSHOPS**

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Complete.

##### **GENERAL PLAN ADVISORY COMMITTEE– GOAL AND POLICY DEVELOPMENT**

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Complete.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## COMMUNITY OPEN HOUSE

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Complete.

## GENERAL PLAN UPDATE: ENVIRONMENTAL JUSTICE WORKSHOP

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De Novo will coordinate with City staff to host a workshop for City residents, stakeholders, and interested parties focusing on environmental justice issues, with an emphasis on inviting disadvantaged populations that may not typically participate in a General Plan Update process.

## PLANNING COMMISSION/CITY COUNCIL – OPPORTUNITIES, CONSTRAINTS, AND LAND USE ALTERNATIVES

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Complete.

## CITY COUNCIL AND PLANNING COMMISSION STATUS UPDATES

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Throughout the process, De Novo will be available to attend City Council and Planning Commission meetings on a regular basis to provide an update regarding the project status. It is anticipated that issues may arise, such as major requests for modification to the preferred Land Use Diagram or goals/policies that may conflict with themes identified during the Visioning process, that require City Council and/or Planning Commission input prior to completing the draft goals and policies. In these situations, De Novo recommends that a report be made to the City Council and/or Planning Commission updating them on the status of the GPAC activities and General Plan preparation, and requesting direction on any issues where the GPAC is not in agreement or GPAC direction conflicts with the directive provided by the City Council and Planning Commission regarding land use and vision. Our budget and schedule anticipate two remaining status update/check-in meetings with the City Council and/or Planning Commission prior to the public hearings.

## PLANNING COMMISSION/CITY COUNCIL – PUBLIC HEARINGS

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The Draft General Plan and Draft EIR will be presented to the Planning Commission and City Council during the public review period to provide the community an opportunity to comment on the documents. Following completion of the Final EIR and revised Draft General Plan, these documents will be brought to the Planning Commission for a recommendation and to City Council for consideration of adoption. Our scope assumes attendance at up to four public hearings for adoption of the General Plan and certification of the EIR.

## **TASK 2B STAKEHOLDER INTERVIEWS AND AGENCY CONSULTATIONS**

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The De Novo team will coordinate with the City to consult with stakeholders and agencies throughout the General Plan process. As part of this task, the De Novo team will present information regarding the General Plan Update process, including an overview of the General Plan, what the steps are to update the process, and key points in the project schedule. We will encourage those interested to become involved and will provide information on community visioning workshops and General Plan Advisory Committee meetings, the project website, and other methods to provide input to the General Plan process.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## **TASK 2C GENERAL PLAN UPDATE WEBSITE AND COMMUNITY SURVEYS**

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### **WEBSITE**

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The De Novo team maintain the General Plan Update website throughout the General Plan Update process. The website will provide regular updates regarding the status of the General Plan, identify the schedule of upcoming meetings, provide minutes and agendas for meetings, and serve as a library of General Plan documents, including staff reports, meeting agendas, technical reports, and public review drafts. De Novo will place all public documents (public drafts of studies, technical reports, land use alternatives, Opportunities and Constraints Report, General Plan, Draft EIR, and Final EIR) on the website in .pdf format and all documents will be provided to the City in a format appropriate for publication on the City’s website. The website will also provide a forum to receive comments on the General Plan Update process, and will host a variety of polls and surveys in order to foster increased public participation in the process.

### **COMMUNITY SURVEYS AND POLLS**

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Complete.

## **TASK 2D NEWSLETTERS**

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The De Novo team will prepare two newsletters that identify the status of the General Plan Update process, provide information regarding upcoming meetings, describe key issues that have been resolved and/or are being raised for discussion, and provide information on how to participate in the process. Each newsletter will be posted on the General Plan Update website and will also be provided to the City in a format suitable for high-quality reproduction. One newsletter will be prepared this summer identifying the status of the project and another newsletter will be released concurrent with the Draft EIR and Public Review Draft General Plan.

## **TASK 3 – EXISTING CONDITIONS REPORT**

Complete.

## **TASK 4 –VISION, OPPORTUNITIES, AND LAND USE ALTERNATIVES**

As part of this task, the De Novo team will prepare an Opportunities and Constraints Report that summarizes community input and identifies issues and opportunities and a Land Use Alternatives Report that evaluates three land use alternatives.

### **TASK 4A OPPORTUNITIES AND CONSTRAINTS REPORT**

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Complete

### **TASK 4B LAND USE ALTERNATIVES REPORT**

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Complete.

### **TASK 4C CITY OF MANTECA TRAVEL DEMAND MODEL UPDATE**

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This task will be conducted by Fehr & Peers, and consists of the following two primary efforts:

1. Update the City of Manteca base year model from a 2008 to 2016 condition. It is important to have a well-validated base year model, which can then be used to develop an accurate set of future year traffic forecasts. (Complete)

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

2. Update the City of Manteca future year model from a 2020 to a 2040 horizon. The selection of a 2040 horizon is appropriate for several reasons. First, it establishes consistency with SJCOG’s RTP/SCS horizon year. Second, it represents a forecast 20 years into the future, which is typical for a General Plan. (Complete)
3. Develop a 2019 baseline scenario and a 2019 baseline plus approved projects scenario, consistent with the growth assumptions for the General Plan Draft EIR.

## TASK 5 –GENERAL PLAN UPDATE

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and create land use alternatives that are consistent with the City’s vision for the future. The General Plan will reflect requirements of the California Government Code that have been introduced since preparation of the adopted General Plan, including changes promulgated by SB 5, SB 18, AB 32, AB 162, SB 7, AB 1358, and SB 375, and will also address recent best practices.

In order to streamline the process, we propose to maintain the Existing Conditions Report as a separate document that identifies background conditions. The General Plan document will have a minimum amount of background text, which will allow it to have a streamlined goal and policy structure. Where applicable, goals, policies, and actions will be cross-referenced between sections to reduce overlap and redundancy. The intent of this approach is to provide a General Plan that is easy to use and is not quickly dated. The General Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of Manteca. The General Plan will include a liberal use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand.

### TASK 5A – ADMINISTRATIVE DRAFT GENERAL PLAN

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Complete.

### TASK 5B – PUBLIC REVIEW DRAFT GENERAL PLAN

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De Novo will prepare the Draft General Plan for public review/comment and use during the City’s review and approval process. The Draft General Plan will reflect the comments provided by the General Plan Advisory Committee, preferred land use map as directed by the City Council in 2019, and will address vehicle miles travelled (VMT) pursuant to SB 743 and the proposed truck route.

The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City’s website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

The Draft General Plan, as reviewed by the General Plan Advisory Committee, will be revised to address the expanded planning area and proposed truck route.

### EXPANDED PLANNING AREA

The General Plan, including figures and discussion, will be updated where appropriate to address the expanded Planning Area, which was revised in the Preferred Land Use Map to include approximately

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

500 acres north of Roth Road and west of South Airport Way. The General Plan will identify that development of this area would not occur until agreement with the City of Stockton has been reached and until additional assessment of this area has occurred.

## **TASK 5C – FINAL GENERAL PLAN**

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We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments to the staff report for consideration. De Novo will prepare a draft staff report and appropriate attachments prior to each hearing. De Novo will be available to present the General Plan and Final Environmental Impact Report at Planning Commission and City Council public hearings.

Based on City Council’s direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

## **TASK 6- MEETINGS, HEARINGS, AND PROJECT MANAGEMENT**

As described previously in this proposal, our strategy includes two dedicated project managers who will be hands-on for the development of the General Plan and EIR. Our management team will attend all of the workshops and meetings, and will also author the Existing Conditions Report, Opportunities and Constraints Report, Land Use Alternatives Report, General Plan, and EIR documents.

Our internal management procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: weekly project calls with the City, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables. This approach ensures open lines of communication, transparency in our work effort, and accountability. We are committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively. The De Novo project managers will be available for regular meetings with City staff, either at City Hall or via conference call, to discuss the project and address the tasks that are currently underway.

The project schedule is provided later in this proposal and illustrates the timing of community workshops, outreach to the public, hearings, document preparation, and the De Novo team submittal and City review period for each deliverable included in this scope.

## **B. ENVIRONMENTAL IMPACT REPORT**

The work program described below would result in the preparation of a Program-level EIR. The EIR would address all potential environmental impacts associated with implementation of the General Plan Update, as well as any changes to the City’s Municipal Code. The Program-EIR would serve as a “tiering document” to facilitate streamlined environmental review of all subsequent development and infrastructure projects undertaken in the City, which are consistent with the General Plan.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## TASK 1 – EIR KICK-OFF AND NOTICE OF PREPARATION/INITIAL STUDY

### TASK 1A – EIR INITIATION

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De Novo will meet with the City staff team to initiate the EIR portion of the work program. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process. De Novo will coordinate with City staff for the preparation of a base map that will be used during meetings and presentations, and will also be used to provide base information for figures and exhibits used in the EIR. De Novo’s GIS staff will be able to revise and amend the base map to address City staff comments.

### TASK 1B - PROJECT DESCRIPTION

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This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, circulation diagram, phasing of the General Plan Update, and planned roadway and infrastructure improvements,), expected rate/extent of development under the General Plan Update including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a “subsequent project” under the General Plan Update. The City’s objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects.

The Introduction section (see Task 2) will provide an overview of General Plan requirements and the update process, CEQA requirements for an EIR, an organizational outline of the EIR, and a discussion of the intended uses of the EIR.

The Project Description will be provided to City staff for review and acceptance prior to impact analysis.

### TASK 1C - SIGNIFICANCE CRITERIA

---

A draft set of significance criteria will be prepared for review by staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the City and, to the extent applicable, by state and regional agencies, such as the SJVAPCD, SJCOG, CDFW, USFWS, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

### TASK 1D - NOTICE OF PREPARATION/INITIAL STUDY/SCOPING MEETING

---

De Novo will prepare the Notice of Preparation (NOP) and associated initial study in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP and initial study will be prepared for City review. Upon two reviews by City staff of the NOP and initial study, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the City.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised. In addition, De Novo (in coordination with the City) will seek one-on-one meetings with key local, regional, and state agencies.

## TASK 2 DRAFT ENVIRONMENTAL IMPACT REPORT

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the chapters described below.

### EXECUTIVE SUMMARY

---

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project’s environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

### CHAPTER 1: INTRODUCTION

---

This Section of the Draft EIR would provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects. A flowchart will be included that shows the process for subsequent environmental documents, identifying when it would be appropriate to prepare a Mitigated Negative Declaration versus a Focused or Project-level EIR.

### CHAPTER 2: PROJECT DESCRIPTION

---

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description prepared under Task 1b, described above, and will be updated to address including the expanded Planning Area (approximately 500 acres north of Roth Road and west of South Airport Way) on the Preferred Land Use Map and related figures and the inclusion of the proposed STAA Truck Route in the Circulation Element.

### CHAPTER 3: ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES

---

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the General Plan Update. This chapter will include an introductory section providing details on the “baseline conditions” assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the General Plan Update (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and wildfire hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan



# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, revisions to the Zoning Code, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR.

The EIR will evaluate each of the following environmental issues in detail:

- Aesthetics and Visual Resources
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Energy
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population, Housing, and Employment
- Public Services
- Recreation, Parks, and Open Space
- Transportation
- Utilities and Service Systems

For each issue area, the following key components will be discussed in detail:

**Existing Setting** – This component will describe the existing affected environment as it pertains to each issue area. This section will be based on the information provided in the Existing Conditions Report (Task 2). The baseline setting will be updated to identify existing conditions near the time of the NOP as well as a baseline scenario that takes approved development into account, as described below.

## Updated Baseline Conditions

This task includes creation of an updated baseline condition to reflect existing (2019) land use conditions in the City and to ensure that the impact analysis in the Draft EIR does not overstate impacts due to development that has occurred, particularly in regard to projected air quality, greenhouse gases/climate change, noise, traffic, public services, and utility impacts. This task supports Fehr & Peers development of a new scenario to reflect land development that has occurred within the City since the base year of 2016. This task includes:

- Update to GIS base data to identify new development from 2017, 2018, and 2019 in the database of vacant and underdeveloped parcels
- Updates to base year traffic model land use files
- Inclusion of scenario roadway level of service results in transportation impact analysis

## Updated Baseline plus Approved Project Conditions

This task includes creation of scenario to reflect existing (2019) land use conditions in the City as well as approved projects. This scenario will provide the decision-makers and community with analysis of

## MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

impacts that would occur with development of approved projects, regardless of approval of the General Plan. This analysis will focus on projected air quality, greenhouse gases/climate change, noise, traffic, public services, and utility impacts. This task supports Fehr & Peers development of a new traffic analysis scenario to reflect land development that has occurred within the City since the base year of 2016. This task includes:

- Update to GIS base data to identify new development from 2017, 2018, and 2019 in the database of vacant and underdeveloped parcels
- Updates to base year traffic model land use files
- Inclusion of scenario roadway level of service results in transportation impact analysis

**Regulatory Framework** – This component will review federal, state, and local regulations and/or plans that apply to the specific issue area being discussed.

**Impacts and Mitigation Measures** – Adverse environmental impacts resulting from implementation of the General Plan Update will be identified, analyzed, and a determination will be made as to the significance of the impact. Any feasible mitigation measures and/or proposed General Plan policies that would reduce or eliminate potentially significant impacts will be identified. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

The technical analysis will include an updated noise analysis, traffic analysis, and health risk assessment to address development allowed under the General Plan and implementation of the Circulation Element, including the STAA Truck Route as described below. The additional effort for the expanded traffic analysis to address the STAA Truck Route is addressed through a separate agreement between the City and Fehr & Peers.

### NOISE ASSESSMENT

The noise analysis prepared for the General Plan Update will be expanded to include baseline analysis of up to three locations along the proposed truck route. The locations will be selected based on proximity of sensitive receptors to areas with the highest projected levels of heavy truck traffic. The noise analysis will identify future plus project noise conditions for each of the selected locations. The General Plan noise contour figure will be prepared to reflect projected heavy truck traffic along the truck route alignment. This scope of work assumes that analysis of a potential alternative alignment would be limited to a qualitative discussion. Please note that Saxelby Acoustics will complete the noise analysis for the General Plan Update project.

### CHAPTER 4 CUMULATIVE IMPACTS

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De Novo will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the General Plan Update to induce growth, either

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

## CHAPTER 5 OTHER CEQA REQUIREMENTS

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The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

## CHAPTER 6 ALTERNATIVES ANALYSIS

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De Novo will coordinate with City staff in the development of up to four alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. It is anticipated that the alternatives analysis will be closely coordinated with General Plan Update planning work and will address issues of concern identified by the community.

This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

## CHAPTER 7 REPORT PREPARERS AND REFERENCES

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This chapter would identify all persons assisting in the preparation of the EIR as well as agencies and materials referenced for preparation of the EIR.

### DRAFT ENVIRONMENTAL IMPACT REPORT PUBLICATION

Upon receiving comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a “Screencheck Draft EIR” for City review before Draft EIR production and public review. Any final City edits will be incorporated into the Draft EIR.

De Novo will attend and participate in one public meeting on the Draft EIR, which will include preparation of a presentation on the content of the Draft EIR, including the major findings, and an overview of the CEQA process.

In order to keep Draft EIR copy costs down, De Novo may have the technical appendices placed on a CD that will be included in a sleeve in the back of the Draft EIR, or placed online on the General Plan website. De Novo will also place the Draft EIR on the General Plan Update website and be responsible for printing and distribution of the Draft EIR to the State Clearinghouse. We will prepare a Notice of Availability for the Draft EIR; it is anticipated that the City will have one round of review of the draft notice.

As described under the General Plan Update Scope of Work above, De Novo will attend public workshops and hearings to receive comments on the Draft General Plan and EIR. De Novo will provide City staff with support in preparation for these meetings, including preparation of draft staff reports

## MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

and powerpoint presentation. We will attend meetings prepared to present the Draft General Plan and Draft EIR, and to answer questions regarding the scope and content of the documents.

### TASK 3 FINAL ENVIRONMENTAL IMPACT REPORT

#### TASK 3A – FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the City. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and ~~striketrough~~ for deleted text) will comprise the Final Environmental Impact Report (Final EIR), which will be a separately bound document.

With respect to the Final EIR and Response to Comments, the De Novo team anticipates 30 comment letters of normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 3, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation.

#### TASK 3B – CEQA FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

### TASK 4 – MEETINGS, HEARINGS, AND PROJECT MANAGEMENT

As described under Task 5 of the General Plan Update Scope of Work above, De Novo will attend the public hearings for Planning Commission recommendations and City Council consideration of the General Plan and EIR. For each hearing, De Novo will provide City staff with support in preparation for these meetings, including preparation of draft staff reports and powerpoint presentations. We will attend meetings prepared to present the Draft General Plan and Draft EIR, and to answer questions regarding the scope and content of the documents. The De Novo team will prepare a Notice of Determination (NOD) that will be filed by the City upon project approval by the City Council.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

As described under Task 6 of the General Plan Update Scope of Work above, De Novo will attend regular meetings with City staff to ensure that the project is on time, on budget, and that any issues are quickly resolved. De Novo will also be available for regular status meetings with the Planning Commission and City Council.

## **C. MUNICIPAL CODE UPDATE**

Following completion of the Public Draft General Plan, De Novo will conduct a comprehensive and thorough review of the City of Manteca Municipal Code (MMC) for consistency with the General Plan Update. The review will include all relevant titles, chapters, and sections of the MMC, including but not limited to Subdivisions, Residential Growth Management, Health and Safety (Floodplain Management, and Right to Farm), Buildings and Construction, etc.

### **TASK 1- INTERNAL REVIEW AND STAFF COORDINATION**

De Novo will prepare a matrix of General Plan Policies and Actions that may require changes or revisions to the MMC. The matrix will identify the applicable titles, sections, and chapters of the MMC that may need to be revised in order to bring the MMC into full consistency with the General Plan. Following completion of the consistency matrix, De Novo will meet with City departments heads, or their assigned representatives, to discuss the matrix and identify preliminary text revisions needed to bring the MMC into consistency with the General Plan.

### **TASK 2- ZONING MAP REVISIONS**

De Novo will prepare a revised Zoning Map, in administrative draft form. The revised Zoning Map will be prepared in GIS format, and will identify parcels where the existing zoning is inconsistent with the proposed Land Use Map designations established through the General Plan Update process.

In some cases, there may be multiple zoning districts that would be consistent with the assigned General Plan Land Use designation for a parcel. De Novo will identify the potentially appropriate zoning designations for such parcels, and will provide summary tables in Excel format that will serve as a tool for the City Council and Planning Commission during development of the final Zoning Map. The summary tables will identify a wide range of parcel-specific information, including acreage, existing and proposed zoning, proposed Land Use designations, address, and APN.

### **TASK 3- DRAFT MMC AMENDMENTS AND PUBLIC COORDINATION**

Based on input and coordination from City staff under Task 1, De Novo will prepare text amendments to the MMC in administrative draft form.

De Novo will conduct two community-wide workshops to present the draft MMC amendments to the public, and seek input regarding content and substance. The Draft Zoning Map will also be presented during these workshops, and the community will be provided an opportunity to suggest revisions to the Draft Zoning Map.

### **TASK 4- STUDY SESSIONS**

Input from the public gathered under Task 3 will be incorporated into a revised draft MMC and revised draft Zoning Map, which will then be brought to the Planning Commission and City Council for two study sessions. Input received from the City Council and Planning Commission will be incorporated into the draft MMC amendments and draft Zoning Map.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## TASK 5- PUBLIC HEARINGS AND MEETINGS

Following completion of the revised draft MMC amendments and Zoning Map, the documents will be brought to the Planning Commission and City Council for a series of final review and adoption hearings. It is anticipated that these hearings would generally correspond with the timeframe for General Plan adoption.

*Deliverables: Two (2) rounds of review of the administrative draft MMC amendments; two (2) rounds of review of the draft Zoning Map, including detailed summary tables of all parcels and proposed changes; copies of final draft documents and all meeting/hearing materials, including staff reports. This scope of work assumes that the revisions to the MMC will be “targeted revisions,” meaning that the MMC, Zoning Code, and other applicable sections and chapters of the MMC will not be completely re-written, but rather, will be updated to the extent necessary to bring the MMC into consistency with the General Plan. It is assumed that the Zoning Map will be revised to the full extent needed to bring the Zoning Map into full consistency with the revised General Plan Land Use Map.*

## DELIVERABLES

The scope of work provided above identifies the full range of work products that will be prepared for the General Plan Update, EIR, and Manteca Municipal Code Amendments. All documents will be provided to the City in both electronic formats (MS Word and .pdf) and in hard-copy format. Final public documents will also be provided in print-ready hard copy format (single sided). Documents for internal City/consultant review such as staff reports, notices and project initiation materials, will be provided to the City in electronic format. The following specific work products will be provided:

### Community Outreach and Participation

- Workshops, Community Meetings, Open Houses, General Plan Advisory Committee, Planning Commission and City Council Meetings
  - Agenda and draft staff report/memo (MS Word and .pdf format)
  - Powerpoint presentation
  - Electronic copy (MS Word and/or .pdf format) to City of all documents and exhibits needed for each meeting
  - Printed exhibits for use at each meeting (e.g., large-scale maps, figures, etc.)
  - Summary of relevant input received from each workshop, open house, and General Plan Advisory Committee meeting (MS Word and .pdf)
- General Plan Update website or outline, text, images, links, and documents for the City to place on the City’s website
- Community surveys – available for completion on the General Plan Update website
- Newsletters – electronic copy (.pdf)

### Documents (Existing Conditions Report, Opportunities and Constraints Report, Land Use Alternatives Report, Draft General Plan, Notice of Preparation, Draft EIR, Final General Plan, Final EIR, Findings of Fact/Statement of Overriding Considerations)

- Administrative Draft – 5 printed copies and one electronic copy (.pdf)
- Screencheck Draft – 3 printed copies and one electronic copy (.pdf)

- Public Report – 30 printed copies and one electronic copy (.pdf)

## **D. VEHICLE MILES TRAVELLED (VMT) METHODOLOGY**

In the three years since the development of the proposal for the General Plan Update, the SB 743 rulemaking process has been completed, and analysis has become more complex. In December 2018, the California Natural Resources Agency adopted CEQA Guidelines implementing SB 743. The new CEQA Guidelines sections created by SB 743 go into full effect statewide on July 1, 2020, though lead agencies may elect to opt-in immediately. Caltrans has opted in as of the end of April 2019.

Lead agencies must make at least three decisions to implement the new CEQA guidelines:

1. Select a VMT methodology
2. Select significance thresholds
3. Determine feasible mitigation measures

The above decisions need to meet the substantial evidence criterion of CEQA Guidelines Section 15064.7, thus considering data, facts, research, and analysis. These decisions can have tradeoffs that will need to be considered by the City. A threshold supporting greater VMT reduction may be less likely to be challenged. A threshold supporting lesser VMT reduction may be less likely to result in project impacts. Depending on the methodology selected, additional analysis and model changes may be required. Thus, it is important that these decisions be discussed and considered by City staff.

Consideration of mitigation measures at this stage is also important, because of the changing nature of mitigation for VMT. Under level of service, changes to roadway facilities and the project could often be analyzed to understand their direct effect. With VMT, effects of infrastructure changes are less direct or measurable and require greater consideration to determine what is appropriate for Manteca (vs. more urban, downtown environments).

Additionally, in consideration of future projects in the City, rather than analyzing VMT for each proposed land use project individually, a jurisdiction may choose to utilize VMT analysis performed during the development of the General Plan and General Plan EIR as the basis for determination of impact of proposed projects. Section 15183 of the CEQA Guidelines includes the following potential exemption for consideration by lead agencies.

*(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.*

Setting a threshold for the general plan itself and analyzing VMT impacts in the general plan EIR could help projects qualify for this exemption.

The current scope includes one meeting to discuss a streamlined development review process, including analysis guidance in SB 743. This task would add development of a comprehensive memorandum outlining recommendations for the three items listed above, and an additional meeting with City staff to discuss these recommendations.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

Based on the methodology selected, updates to the model would then be made. Up to three test cases, based on typical projects within the City, would be used to test the methodology and model changes. (The model changes included in the cost estimate below is based on one consistent measure (such as total VMT per service population) for all projects. If a methodology is selected that requires multiple measures (such as home based VMT per household and home-based work VMT per employee), additional model changes may be required.) These changes would then be incorporated into the General Plan transportation impact analysis and recommended changes to the Circulation Element.

## **DELIVERABLES:**

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- Draft memorandum outlining options and recommendations for methodology and thresholds
- An additional meeting with City staff to discuss options and recommendations
- Final methodology and thresholds memorandum incorporating one round of comments
- Model changes to incorporate methodology
- Test cases for three typical projects within the City
- Updated model development report
- Draft mitigation measures memorandum
- Final mitigation measures memorandum incorporating one round of comments

## **E. MUNICIPAL SERVICES REVIEW**

### **TASK 1 – PROJECT INITIATION**

Within one week of project commencement, the De Novo team will hold a conference call with City Staff to discuss the following:

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

### **TASK 2 – PREPARE MSR AMENDMENT**

#### **TASK 2.1 PREPARE MSR AMENDMENT FOR CITY REVIEW**

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We will amend the MSR Table of Contents, the Executive Summary, Chapter 1 (Introduction), and Chapter 2 (Sphere of Influence Plan) to reflect the modification to the SOI to include the Hat Ranch project. This will include amendments to the text throughout these chapters, as well as Tables 1-1, 1-2, 2-2, 2-5, 2-6, 2-7, 2-8 and 2-9 (as applicable), as well as amendments to Figures 1-1, 1-2, and 2-1.

We will also amend the MSR Chapters 3 through 9 to reflect the most recent information available. For example, since the last MSR, more recent population and other demographics data has become available. In addition, more recent information has become available regarding Manteca’s public facilities and public services, the financial ability of agencies in Manteca, and the potential for shared facilities. We will also amend the figures included within these chapters (as applicable).



# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## **TASK 2.2 REVISE MSR BASED ON CITY REVIEW**

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This task will include time needed to make revisions to the MSR based on comments from City staff's review. We will then prepare a submittal package to San Joaquin County LAFCo.

## **TASK 2.3 REVISE MSR BASED ON LAFCo'S 1ST REVIEW**

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This task will include time needed to make revisions to the MSR based on comments from LAFCo staff's 1<sup>st</sup> review. We will then prepare a 2<sup>nd</sup> submittal package to San Joaquin County LAFCo.

## **TASK 2.4 REVISE MSR BASED ON LAFCo'S 2ND REVIEW**

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This task will include time needed to make revisions to the MSR based on comments from LAFCo staff's 2<sup>nd</sup> review. We will then prepare a final submittal package to San Joaquin County LAFCo to enable a workshop and hearings to be scheduled.

## **TASK 2.5 1ST LAFCo HEARING**

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This task will include time needed to attend a hearing for LAFCo. This will include meeting prep time as well as attendance at the hearing.

## **TASK 3 – ADMINISTRATION/PROJECT MANAGEMENT**

### **TASK 3.1 AND 3.2 PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION**

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This task includes budget for project management, coordination with City and LAFCo staff, and administration of the contract/invoicing.

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## COST –GENERAL PLAN UPDATE AND MSR BUDGET

The below budget identifies the remaining (not billed) budget for the General Plan Update, including the Environmental Impact Report and Zoning Code tasks. At the request of the City, the Municipal Services Review amendment budget has been included. Please note that the remaining technical subconsultant budgets (Fehr & Peers – traffic, Saxelby Acoustics – noise, BAE – economics and fiscal, and West Yost Associates (utilities infrastructure) is included in the budget.

The budget for this project shall not exceed \$856,669 for the General Plan Update component, including the General Plan Update, EIR, and Zoning Code Update, and \$46,225 for the Municipal Services Review amendment component.

Activity Type/ Task	Contract Amount (Original plus March 2020 Amendment)	Amount Billed*	Amount Remaining
<b>A- General Plan Update</b>	<b>\$514,394.00</b>	<b>\$418,582.00</b>	<b>\$95,812.00</b>
A1- Project Initiation	6,540.00	6,540.00	0.00
A2- Community Participation Program	62,460.00	57,171.00	5,289.00
A3- Existing Conditions Report	158,799.00	158,799.00	0.00
A4- Issues/Opps/Land Use Alts	104,595.00	104,595.00	0.00
A5- Draft General Plan	130,565.00	74,862.00	55,703.00
A6- Final General Plan	16,620.00	0.00	16,620.00
A7- Meetings and PM	34,815.00	16,795.00	18,020.00
<b>B- EIR</b>	<b>\$281,455.00</b>	<b>\$49,411.20</b>	<b>\$232,043.80</b>
B1- Kickoff, NOP, Scoping	4,490.00	4,490.00	0.00
B2- Draft EIR	245,020.00	44,011.20	201,008.80
B3- Public Hearings	2,880.00	0.00	2,880.00
B4- Final EIR	19,620.00	0.00	19,620.00
B5- Meetings and PM	9,445.00	910.00	8,535.00
<b>C- Zoning Code Update</b>	<b>\$60,820.00</b>	<b>\$0.00</b>	<b>\$60,820.00</b>
C1- Internal Review and Staff Coordination	14,960.00	0.00	14,960.00
C2- Zoning Map Revisions	14,640.00	0.00	14,640.00
C3- Draft ZC Amendments	17,580.00	0.00	17,580.00
C4- Study Sessions	7,380.00	0.00	7,380.00
C5- Public Hearings and Meetings	6,260.00	0.00	6,260.00
<b>General Plan Update Total</b>	<b>\$856,669.00</b>	<b>\$467,993.20</b>	<b>\$388,675.80</b>
<b>D - Municipal Services Review</b>	<b>-</b>	<b>-</b>	<b>\$46,225.00</b>
D1- Project Initiation	-	-	745.00
D2- Prepare MSR Amendment**	-	-	42,190.00
D3- Administration/Project Management	-	-	3,290.00
<b>Total Contract Amount Remaining (Not Yet Billed)</b>	<b>-</b>	<b>-</b>	<b>\$ 434,900.80</b>

\*Amount invoiced through May 2020

\*\*\$3,650 per each additional LAFCO review draft MSR, if LAFCO reviews exceed scope

**ATTACHMENT 3**  
**SCHEDULE OF ACTIVITIES**

# MANTECA GENERAL PLAN UPDATE AND EIR – AGREEMENT EXTENSION

## SCHEDULE

### GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

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May/June 2020: Develop updated 2019 Baseline Scenario + 2019/Approved Projects Scenario, based on updated parcel-level certificates of occupancy information for residential and non-residential development and current parcel-level data under construction, approved, and pending development project data to be provided by City staff.

April/May 2020: Develop approach to Vehicle Miles Travelled (VMT) Analysis and Thresholds. VMT analysis will be performed as part of the Administrative Draft Environmental Impact Report

June 2020: Study Session with Planning Commission to review the Preliminary Draft General Plan

July 2020: Community workshop

June-September 2020: Complete Administrative Draft Environmental Impact Report

- Anticipates updated baseline scenarios completed in June 2020
- Truck route analysis will be included in the Admin. Draft EIR. Fehr & Peers truck route modeling effort is funded separately from this agreement. De Novo will prepare air quality, noise, and health risk assessments based on the data provided by Fehr & Peers.
- Schedule anticipates no modifications to the preferred Land Use Map selected by the City Council in July 2019 and no changes to the truck route map provided by the City in March 2020.

October 2020: Prepare Public Review Draft General Plan and Draft EIR

November/December 2020: Public Review of Draft General Plan and Draft EIR

January 2021: Prepare Administrative Final EIR and Final General Plan

February 2021: Prepare Final EIR and Final General Plan for Distribution

March/April 2021: General Plan Adoption Hearings

### ZONING CODE UPDATE

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November 2020 – May 2021: Prepare Draft Zoning Code Update revisions

June/July 2021: Draft Zoning Code Update Hearings

### MUNICIPAL SERVICES REVIEW

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June 2020: Project Initiation

June – September 2020: 1st Admin Draft MSR for City Review

September 2020: Draft MSR Submittal to LAFCO for Review

October/November 2020: 2nd Draft MSR Submittal to LAFCO for Review

November/December 2020: Final MSR Submittal to LAFCO for Adoption