



**STANISLAUS LAFCO
LOCAL AGENCY FORMATION COMMISSION**

Sara Lytle-Pinhey, Executive Officer
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Modesto, California 95354
Phone: 209-525-7660
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Chair Amy Bublak, City Member
Vice Chair Terry Withrow, County Member
Richard O'Brien, City Member
Vito Chiesa, County Member
Ken Lane, Public Member
Javier Lopez, Alternate City Member
Mani Grewal, Alternate County Member
Bill Berryhill, Alternate Public Member

**AGENDA
Wednesday, July 28, 2021
6:00 P.M.
Joint Chambers—Basement Level
1010 10th Street, Modesto, California 95354**

**MEMBERS OF THE PUBLIC MAY OBSERVE THE MEETING AND ADDRESS
THE COMMISSION AS DESCRIBED BELOW.**

- This meeting will be open to the public. Effective August 26, 2020, pursuant to the order issued by Governor Newsom and consistent with guidance issued by the California Department of Public Health, social distancing and face coverings are required for in person attendance at the meeting. The chamber's audience seating capacity will be limited to approximately thirty (30) persons.
- You can also observe the live stream of the LAFCO meeting at:
<http://www.stancounty.com/sclive/>
- In addition, LAFCO meetings are broadcast live on local cable television. A list of cable channels is available at the following website:
<http://www.stancounty.com/planning/broadcasting.shtm>
- If you wish to provide a written comment, please submit your comment (include Agenda Item Number in the subject line), to the Clerk at: lafco@stancounty.com. Public comments will be accepted by email until the close of the public comment period for the specific item. You do not have to wait until the meeting begins to submit a comment. All comments will be shared with the Commissioners and placed in the record.

1. CALL TO ORDER

- A. Pledge of Allegiance to the Flag.
- B. Introduction of Commissioners and Staff.

2. PUBLIC COMMENT PERIOD

This is the period in which persons may comment on items that are not listed on the regular agenda. No action will be taken by the Commission as a result of any item presented during the public comment period.

3. APPROVAL OF MINUTES

A. Minutes of the May 26, 2021 Meeting.

4. CORRESPONDENCE

No correspondence addressed to the Commission, individual Commissioners or staff will be accepted and/or considered unless it has been signed by the author, or sufficiently identifies the person or persons responsible for its creation and submittal.

A. Specific Correspondence.

B. Informational Correspondence.

1. 2021 CALAFCO Achievement Award Nomination Packets.

2. 2021/2022 CALAFCO Board of Director Nomination Packets.

3. Response Letter to the City of Riverbank's Notice of Preparation of an Environmental Impact Report for the River Walk Specific Plan dated June 29, 2021.

C. "In the News."

5. DECLARATION OF CONFLICTS AND DISQUALIFICATIONS

6. CONSENT ITEM

A. **LAFCO APPLICATION NO. 2021-04 – NORMA WAY CHANGE OF ORGANIZATION TO KEYES COMMUNITY SERVICES DISTRICT:** Request to annex approximately 9.77 acres into the Keyes Community Services District (Keyes CSD) to provide sewer and water services to a residential in the Keyes area north of Nunes Road and south of Norma Way near the Nunes Road and Washington Road intersection. APN 045-071-006. (Staff Recommendation: Adopt Resolution No. 2021-11, approving the application.)

7. PUBLIC HEARINGS

A. **LAFCO APPLICATION NO. 2021-05 CITY OF MODESTO FIRE SERVICE CONTRACT WITH THE CITY OF CERES.** A request to approve a fire services contract, pursuant to Government Code Section 56134, for the provision of fire services outside the City of Modesto's jurisdictional boundaries to the City of Ceres and its service areas, including the boundaries of the Modesto-Ceres Fire Protection Agency and the Ceres Fire Protection District. The contract is considered exempt from the California Environmental Quality Act pursuant to the General Rule, Section 15061(b)(3) as it can be seen with certainty that there will not be a significant impact to the environment. (Staff Recommendation: Adopt Resolution No. 2021-12 approving the application.)

8. OTHER BUSINESS

None.

9. COMMISSIONER COMMENTS

Commission Members may provide comments regarding LAFCO matters.

10. ADDITIONAL MATTERS AT THE DISCRETION OF THE CHAIRPERSON

The Commission Chair may announce additional matters regarding LAFCO matters.

11. EXECUTIVE OFFICER'S REPORT

The Commission will receive a verbal report from the Executive Officer regarding current staff activities.

A. On the Horizon.

12. CLOSED SESSION – ANNUAL PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957, a closed session will be held to consider the following item: Public Employee Performance Evaluation – Title: LAFCO Executive Officer

13. ADJOURNMENT

A. Set the next meeting date of the Commission for August 25, 2021.

B. Adjournment.

LAFCO Disclosure Requirements

Disclosure of Campaign Contributions: If you wish to participate in a LAFCO proceeding, you are prohibited from making a campaign contribution of more than \$250 to any commissioner or alternate. This prohibition begins on the date you begin to actively support or oppose an application before LAFCO and continues until three months after a final decision is rendered by LAFCO. No commissioner or alternate may solicit or accept a campaign contribution of more than \$250 from you or your agent during this period if the commissioner or alternate knows, or has reason to know, that you will participate in the proceedings. If you or your agent have made a contribution of more than \$250 to any commissioner or alternate during the twelve (12) months preceding the decision, that commissioner or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the commissioner or alternate returns the campaign contribution within thirty (30) days of learning both about the contribution and the fact that you are a participant in the proceedings.

Lobbying Disclosure: Any person or group lobbying the Commission or the Executive Officer in regard to an application before LAFCO must file a declaration prior to the hearing on the LAFCO application or at the time of the hearing if that is the initial contact. Any lobbyist speaking at the LAFCO hearing must so identify themselves as lobbyists and identify on the record the name of the person or entity making payment to them.

Disclosure of Political Expenditures and Contributions Regarding LAFCO Proceedings: If the proponents or opponents of a LAFCO proposal spend \$1,000 with respect to that proposal, they must report their contributions of \$100 or more and all of their expenditures under the rules of the Political Reform Act for local initiative measures to the LAFCO Office.

LAFCO Action in Court: All persons are invited to testify and submit written comments to the Commission. If you challenge a LAFCO action in court, you may be limited to issues raised at the public hearing or submitted as written comments prior to the close of the public hearing. All written materials received by staff 24 hours before the hearing will be distributed to the Commission.

Reasonable Accommodations: In compliance with the Americans with Disabilities Act, hearing devices are available for public use. If hearing devices are needed, please contact the LAFCO Clerk at 525-7660. Notification 24 hours prior to the meeting will enable the Clerk to make arrangements.

Alternative Formats: If requested, the agenda will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC 12132) and the Federal rules and regulations adopted in implementation thereof.

Notice Regarding Non-English Speakers: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedure Section 185 which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the Local Agency Formation Commission shall be in English and anyone wishing to address the Commission is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



STANISLAUS LOCAL AGENCY FORMATION COMMISSION

MINUTES

May 26, 2021

1. CALL TO ORDER

Chair Bublak called the meeting to order at 6:01 p.m.

- A. Pledge of Allegiance to Flag. Chair Bublak led in the pledge of allegiance to the flag.
- B. Introduction of Commissioners and Staff. Chair Bublak led in the introduction of the Commissioners and Staff.

Commissioners Present: Amy Bublak, Chair, City Member
Terry Withrow, Vice-Chair, County Member
Richard O'Brien, City Member
Vito Chiesa, County Member
Ken Lane, Public Member
Bill Berryhill, Alternate Public Member
Mani Grewal, Alternate County Member
Javier Lopez, Alternate City Member

Staff Present: Sara Lytle-Pinhey, Executive Officer
Javier Camarena, Assistant Executive Officer
Jennifer Vieira, Commission Clerk
Robert J. Taro, LAFCO Counsel

2. PUBLIC COMMENT

None.

3. APPROVAL OF MINUTES

- A. Minutes of the April 28, 2021 Meeting.

Motion by Commissioner Chiesa, seconded by Commissioner O'Brien and carried with a 5-0 vote to approve the Minutes of the April 28, 2021 meeting by the following:

Ayes: Commissioners: Bublak, Chiesa, Lane, O'Brien and Withrow
Noes: Commissioners: None
Ineligible: Commissioners: Berryhill and Lopez
Absent: Commissioners: Grewal
Abstention: Commissioners: None

4. CORRESPONDENCE

- A. Specific Correspondence.

1. CALAFCO Quarterly May 2021.

B. Informational Correspondence.

C. "In the News."

5. DECLARATION OF CONFLICTS AND DISQUALIFICATIONS

None.

6. CONSENT ITEM

A. **LAFCO APPLICATION NO. 2021-03 & SPHERE OF INFLUENCE AMENDMENT NO. 2021-02 – NORMA WAY CHANGE OF ORGANIZATION TO COUNTY SERVICE AREA 26 (KEYES)**: Request to annex approximately 9.77 acres into County Service Area (CSA) 26 located between Norma Way and Nunes Road, west of Washington Road in the Keyes area. The annexation is intended to fund services such as maintenance of storm drain infrastructure, masonry walls, sidewalks, parks and streetscape. APN 045-071-006. (Staff Recommendation: Adopt Resolution No. 2021-08, approving the application.)

Motion by Commissioner Withrow, seconded by Commissioner O'Brien, and carried with a 5-0 vote to adopt Resolution No. 2021-08, approving the application, by the following vote:

Ayes:	Commissioners: Bublak, Chiesa, Lopez and Withrow
Noes:	Commissioners: None
Ineligible:	Commissioners: Berryhill and Hawn
Absent:	Commissioners: Grewal
Abstention:	Commissioners: O'Brien

6:03 p.m. Commissioner Grewal arrived on the dais.

7. PUBLIC HEARINGS

A. **LAFCO APPLICATION NO. 2021-02 – LODI-WHITMORE CHANGE OF ORGANIZATION TO THE CITY OF MODESTO**: Request to annex approximately 33 acres located at the northeast corner of the Lodi Avenue and Whitmore Avenue intersection to the City of Modesto. The annexation is within the City's Sphere of Influence and is meant to accommodate industrial development. The City of Modesto, as Lead Agency pursuant to the California Environmental Quality Act (CEQA), prepared an initial study and adopted a finding of conformance with the Modesto Urban General Plan Master Environmental Impact Report (SCH No. 2014042081), pursuant to Section 21157.1 of the CEQA Guidelines. LAFCO, as a Responsible Agency, will consider the environmental documentation prepared by the City as part of its action. APNs 086-013-017 & 018. (Staff Recommendation: Adopt Resolution No. 2021-09 Option 1b, conditionally approving the application.)

Javier Camarena, Assistant Executive Officer, presented the item with a recommendation of approval of Option 1b.

Chair Bublak opened the item up for Public Comment at 6:15 p.m.

Dave Romano, representing Dot Foods and G3; and Jaylen French, Director of Community & Economic Development for the City of Modesto, spoke in favor of the proposal and answered questions of the Commission.

Raul Mendez, Stanislaus County Assistant Executive Officer spoke in opposition of the proposal.

Chair Bublak closed the Public Hearing at 6:29 p.m.

Motion by Commissioner Lane, seconded by Commissioner O'Brien and carried with a 4-1 vote to adopt Resolution No. 2021-09 Option 1a, approving the application, by the following vote:

Ayes:	Commissioners: Bublak, Lane, O'Brien and Withrow
Noes:	Commissioners: Chiesa
Ineligible:	Commissioners: Berryhill, Grewal and Lopez
Absent:	Commissioners: None
Abstention:	Commissioners: None

6:52 p.m. Commissioner Grewal left the dais.

- B. **FINAL LAFCO BUDGET FOR FISCAL YEAR 2021-2022.** The Commission will consider the adoption of the Final LAFCO Budget for Fiscal Year 2021-2022 consistent with Government Code Sections 56380 and 56381. (Staff Recommendation: Approve the final budget and adopt Resolution No. 2021-10.)

Sara Lytle-Pinhey, Executive Officer, presented the item with a recommendation of approval.

Chair Bublak opened the item up for Public Comment at 6:53 p.m.

No one spoke.

Chair Bublak closed the Public Hearing at 6:53 p.m.

Motion by Commissioner Chiesa, seconded by Commissioner Lane and carried with a 5-0 vote to adopt Resolution No. 2021-10, by the following vote:

Ayes:	Commissioners: Bublak, Chiesa, Lane, O'Brien and Withrow
Noes:	Commissioners: None
Ineligible:	Commissioners: Berryhill and Lopez
Absent:	Commissioners: Grewal
Abstention:	Commissioners: None

8. OTHER BUSINESS

None.

9. COMMISSIONER COMMENTS

Commissioner O'Brien asked Staff to evaluate comparable pay scale for positions like STANCOG.

10. ADDITIONAL MATTERS AT THE DISCRETION OF THE CHAIRPERSON

None.

11. EXECUTIVE OFFICER'S REPORT

- A. On the Horizon. The Executive Officer informed the Commission of the following:
- Staff completed the protest hearing for CSA 4 Salida Storm Drain. Staff received 6 protests. The Commission's approval was upheld.
 - Staff will be conducting another Protest Hearing in June for Northwest Newman Phase I.
 - There are no applications at this time for the June meeting. Staff suggests cancelling the June meeting. The next meeting will be on July 28th, 2021.

12. ADJOURNMENT

- A. Chair Bublak adjourned the meeting at 6:55 p.m.

DRAFT

Sara Lytle-Pinhey, Executive Officer

Date: May 24, 2021

To: CALAFCO Members
LAFCo Commissioners and Staff
Other Interested Organizations

From: CALAFCO Achievement Awards Committee

Subject: 2021 CALAFCO Achievement Award Nominations



On behalf of the Association, we are pleased to announce the newly updated CALAFCO Achievement Awards program and the opening of the nomination period. During the past year while the Committee and program were in hiatus due to the pandemic, the program underwent a comprehensive review and update. On April 30, 2021, the Board of Directors unanimously approved and adopted the program.

Each year, CALAFCO recognizes outstanding achievements by dedicated and committed individuals and/or organizations from throughout the state at the Annual Conference Achievement Awards Ceremony. This year's ceremony will be on October 7 at the Hyatt Regency Newport Beach John Wayne Airport, during the awards banquet.

Recognizing individual and organizational achievements is an important responsibility. It provides visible recognition and support to those who go *above and beyond* in their work to advance the principles and goals of the Cortese-Knox-Hertzberg Act. We invite you to use this opportunity to nominate the individuals and organizations you feel deserve this important recognition based on the criteria outlined. *Please carefully review the nomination instructions and the criteria for each category. Incomplete nominations will not be considered by the Committee, nor will nominations that do not adhere to the submittal guidelines.*

For this year only, the nomination period covers the 2020 and 2021 timeframe. This is because there were no awards last year. This will be a one-time only expansion of the timeframe. ***SPECIFICALLY, THAT IS JULY 1, 2019 THROUGH JUNE 30, 2021. Please ensure your nomination highlights achievements only during this timeframe.***

To make a nomination, please use the following procedure:

1. Nominations may be made by an individual, a LAFCo, a CALAFCO Associate Member, or any other organization.
2. Each nomination must meet the specific award category criteria for consideration. The Committee will not consider any nomination for an award for any category other than the one for which it was submitted. Duplicate nominations *will not be considered by the Committee.*
3. Nominations ***must be submitted with a completed nomination form.*** Please use a separate form for each nomination. The form is your opportunity to highlight the most important points of your nomination.
4. Nomination *Executive Summaries* must be *limited to no more than 250 words in length.* Nomination *Summaries* must be *limited to no more than 1,000 words or 2 pages in length maximum.* You are encouraged to write them in a clear, concise and understandable manner. If the Awards Committee members require additional information, you will be contacted with that request. Any nomination received that exceeds this amount *will not be considered by the Committee.*

5. All supporting information (e.g. reports, news articles, etc.) must be submitted with the nomination. *Limit supporting documentation to no more than 3 pages.* If the Awards Committee members require additional information, you will be contacted with that request. Any nomination received that exceeds this amount *will not be considered by the Committee.*
6. All nomination materials must be submitted at one time and must be received by the deadline. No late nominations will be accepted – no exceptions. Electronic submittals are required and must be submitted as pdf document, using the fillable pdf document provided.
7. **Nominations and supporting materials must be received no later than 3:00 p.m., Friday, August 13, 2021.** Send nominations via e-mail to:

Stephen Lucas, CALAFCO Executive Officer
slucas@buttecounty.net

AND

Christine Crawford, CALAFCO Deputy Executive Officer
christine.crawford@yolocounty.org

Please contact Steve Lucas, CALAFCO Executive Officer, at slucas@buttecounty.net or (530) 538-7784 with any questions.

Members of the 2021 CALAFCO Board of Directors Awards Committee

Board Members:

Anita Paque, Committee Chair (Calveras LAFCo, Central Region)

Daron McDaniel (Merced LAFCo, Central Region)

Jo MacKenzie (San Diego LAFCo, Southern Region)

Margie Mohler (Napa LAFCo, Coastal Region)

Josh Susman (Nevada LAFCo, Northern Region)

apaque@calafco.org

dmcdaniel@calaco.org

jmackenzie@calafco.org

mmohler@calafco.org

jsusman@calafco.org

Regional Officer Members:

Christine Crawford, CALAFCO Deputy Executive Officer (Central Region)

Steve Lucas, CALAFCO Executive Officer (Northern Region)

Martha Poyatos, CALAFCO Deputy Executive Officer (Coastal Region)

Gary Thompson, CALAFCO Deputy Executive Officer (Southern Region)

christine.crawford@yolocounty.org

slucas@buttecounty.net

mpoyatos@smcgov.org

gthompson@lafco.org

Included as attachments:

- Achievement Awards Program Summary
- 2021 Achievement Award nomination form
- Achievement Award categories, nomination and selection criteria
- Listing of prior Achievement Award recipients





CALAFCO ACHIEVEMENT AWARDS SUMMARY OF PROGRAM CHANGES

AS ADOPTED BY THE BOARD OF DIRECTORS ON APRIL 30, 2021

Purpose of the changes

There are several goals to updating the CALAFCO Achievement Awards program.

First, nomination criteria did not exist for any award. By adding specific nomination criteria to each award, it will be easier for those considering submittal of a nomination to have clear standards that must be met in order for any nomination to be considered. Further, the criterion creates guidelines for the author of a nomination submittal.

Next, also non-existent were selection criteria. By creating selection criteria for each award, the Awards Committee has clear guidelines by which to review and consider each nomination within a given award category. Each proposed selection criteria is customized to the nomination criteria for that award category. This clear criterion also allows nominators to understand what will be considered by the Awards Committee as the nominations for a given category are considered.

We believe both of these goals create a more transparent and comprehensive Achievement Awards program for our membership.

Additionally, the updated Awards Program does several other things. First, it spotlights achievements *above and beyond* what is expected in the normal course of business. Second, it streamlines the current Award categories. Finally, it links specific achievements back to the mission and purpose of LAFCo, thereby enhancing their value and meaning.

On April 30, 2021, the Board of Directors unanimously approved the updated program. This approval was preceded by months of comprehensive review and work by the Association's Executive Director and Regional Officers, followed by a unanimous approval and recommendation to the Board by the Awards Committee.

Difference of the prior program to the updated program

In addition to the differences noted above, there are other notable differences:

- Prior program had eleven (11) total award categories whereas the updated program has eight (8).
- Eliminated *Distinguished Service Award* (already awarding longevity in *Lifetime Achievement Award*).
- Rolled *Outstanding LAFCo Clerk* into *Outstanding LAFCo Professional* and expanded to all LAFCo personnel. With the new criteria, each LAFCo personnel role shall be treated equally.
- Changed *Outstanding CALAFCO Member* to *Outstanding CALAFCO Volunteer*, thereby excluding "staff person" and expanding scope to all who volunteer for the Association, not just Board or staff.
- Added nomination criteria to *Outstanding CALAFCO Associate Member*.
- Combined the following four awards into one (with two distinct categories): *Most Effective Commission, Project of the Year, Government Leadership Award and Mike Gotch Courage and Innovation in Local Government Award*. These are now the *Mike Gotch Excellence in Public Service Award*.

- Criteria for this new award was taken from all four eliminated awards and tied directly to several aspects of the mission of LAFCo through the creation of the two distinct award subcategories.

Adopted changes to the membership and voting of the Achievement Awards Committee

There are two other changes directly affecting the Awards Committee. One relates to the membership structure of the Awards Committee and the other is to the voting.

First, the four Regional Officers are full voting members of the Committee. These Officers enhance the perspective of the Board Committee Members through their technical expertise and “on the ground” experiences. By adding them as voting members (they were previously “advisors” to the Committee), the full voting membership is nine (9).

And finally, it is now a policy of the Committee that any voting member abstain from voting on any category in which a nomination has been submitted by/for their LAFCo or a member (staff or commissioner) of their LAFCo. With bringing the voting membership to nine, this abstention should not pose a problem in terms of not having a quorum of votes cast.



2021 Achievement Award Nominations
Due by Friday, August 13, 2021 at 3:00 p.m.

Achievement Award Nomination Form

NOMINEE - Person or Agency Being Nominated

Name:

Organization:

Address:

Phone:

E-mail:

NOMINATION CATEGORY (check one – see category criteria on attached sheet)

- Outstanding CALAFCO Volunteer
- Outstanding CALAFCO Associate Member
- Outstanding Commissioner
- Outstanding LAFCo Professional
- Mike Gotch Excellence in Public Service (choose one category below)
 - Protection of agricultural and open space lands and prevention of sprawl*
 - Innovation, collaboration, outreach and effective support of the evolution and viability of local agencies, promotion of efficient and effective delivery of municipal services*
- Legislator of the Year (must be approved by the full CALAFCO Board)
- Lifetime Achievement Award

NOMINATION SUBMITTED BY:

Name:

Organization:

Address:

Phone:

E-mail:



**2021 Achievement Award Nominations
Due by Friday, August 13, 2021 at 3:00 p.m.**

EXECUTIVE SUMMARY

In no more than 250 words, summarize why this recipient is the most deserving of this award.



**2021 Achievement Award Nominations
Due by Friday, August 13, 2021 at 3:00 p.m.**

NOMINATION SUMMARY

Please indicate the reasons why this person or agency deserves to be recognized (this section must be no more than 1,000 words or 2 pages maximum).



CALAFCO ACHIEVEMENT AWARD CATEGORIES, NOMINATION & SELECTION CRITERIA

CALAFCO recognizes excellence within the LAFCo community and the full membership by presenting the *Achievement Awards* at the CALAFCO Annual Conference. Nominations are being accepted until **3:00 p.m., Friday, August 13, 2021** in the following categories:

Outstanding CALAFCO Volunteer

Award Summary:

Recognizes a CALAFCO volunteer who has provided exemplary service during the past year. Exemplary service is service which clearly goes above and beyond that which is asked or expected in the charge of their responsibilities. This category may include a CALAFCO Board member, regional officer, program volunteer, or any other requested volunteer.

Nomination criteria:

1. Nominee must have volunteered for the Association during the year in which the nomination is being made.
2. Nominee does not have to be a CALAFCO member.
3. Volunteer efforts must have demonstrated the individual going above and beyond what was asked/expected with positive and effective results.
4. Nominee can be a CALAFCO Board member, regional officer, program volunteer or any other volunteer.

Selection criteria:

1. Must meet all nomination criteria requirements for consideration.
2. Equal consideration shall be given to each nominee, regardless of their position or role as a volunteer. Only the contributions and outcomes shall be considered, not the individual's position.
3. The extent of the volunteerism and the overall impact to the statewide Association and membership based on that volunteerism shall be considered.
4. Preference may be given to individuals who have not previously received this award and meet all the required criteria.

Outstanding CALAFCO Associate Member

Award Summary:

Presented to an active CALAFCO Associate Member (person or agency) that has advanced or promoted the cause of LAFCos by consistently producing distinguished work that upholds the mission and goals of LAFCos and has helped elevate the role and mission of LAFCos through its work. Recipient consistently demonstrates a collaborative approach to LAFCo stakeholder engagement. Further, the individual or firm has a proven commitment to the Association membership through volunteering time and resources to further the cause of LAFCo and CALAFCO.

Nomination criteria:

1. Nominee must be a CALAFCO Associate Member in good standing with the Association.
2. Nominee shall be an Associate Member for the full year in which the nomination is being made.
3. The Associate Member nominated shall have been an Associate Member in good standing with the Association for at least one year prior to the year for which the nomination is being made.
4. As an Associate Member, the nominee may be an individual, firm or agency.
5. The nominee may be an individual within an Associate Member firm or agency.
6. Nominee shall demonstrate that through their work as an Associate Member, the role and mission of LAFCo has been upheld and furthered.
7. Nominee must have proven cooperative and collaborative approaches to situations and solutions that affect LAFCos statewide as an Associate Member.
8. Proven commitment to the Association's membership as an Associate Member by volunteering resources to the Association during the year in which the nomination is made.

Selection criteria:

1. Must meet all nomination criteria requirements for consideration.
2. Equal consideration shall be given to all nominees that meet the nominating criteria.
3. The level of volunteering time and resources to the Association shall be a consideration with all other nomination criteria.

Outstanding Commissioner

Award Summary:

Presented to an individual Commissioner for extraordinary service to his or her Commission. Extraordinary service is considered actions above and beyond those required in the course of fulfilling their statutory responsibilities as a Commissioner. It requires consistently demonstrating independent judgment on behalf of the interest of the entire county, developing innovative and collaborative solutions to local issues, and leading the commission and community by example.

Nomination criteria:

1. Nominee must be a Commissioner of a LAFCo in good standing with the Association.
2. Nominee shall be a Commissioner for the full year in which the nomination is being made.
3. Proven demonstration of consistently exercising independent judgment for the greater good of the County is required.
4. Proven leadership of the commission and the community through collaborative, innovative and creative solutions to local issues is required.
5. Proven effective results and outcomes shall be demonstrated in the nomination.

Selection criteria:

1. Must meet all nomination criteria requirements for consideration.
2. Equal consideration shall be given to all nominees that meet the nominating criteria.
3. Representation type (city-county-district-public) shall not be a consideration nor shall be the size or geographic area of the LAFCo on which the Commissioner serves.
4. The overall impact of the leadership of the Commissioner shall be considered.
5. Preference may be given to individuals who have not previously received this award and meet all the required criteria.

Outstanding LAFCo Professional

Award Summary:

Recognizes an Executive Officer, Staff Analyst, Clerk, Legal Counsel or any other LAFCo staff person for exemplary service during the past year. Exemplary service is considered actions which clearly go above and beyond that which is asked, expected, or required in the charge of their LAFCo responsibilities.

Nomination criteria:

1. Nominee must be a staff person of a LAFCo in good standing with the Association.
2. Nominee shall be a staff person for the full year in which the nomination is being made.
3. As a staff person, the nominee can be either an employee of the LAFCo or a contractor providing employee-type services to the LAFCo.
4. Efforts must be demonstrated that the individual has consistently gone above and beyond or outside the scope of their role or job responsibilities, with proven results that otherwise would not have occurred.

Selection criteria:

1. Must meet all nomination criteria requirements for consideration.
2. Equal consideration shall be given to all nominees that meet the nominating criteria.
3. Position within a LAFCo shall not be a consideration, nor shall be the size or geographic area of the LAFCo.
4. The overall impact of the LAFCo professional to their LAFCo and the greater community shall be considered.
5. Preference may be given to individuals who have not previously received this award and meet all the required criteria.

Lifetime Achievement Award

Award Summary:

Recognizes any individual who has made extraordinary contributions to the statewide LAFCo community in terms of longevity of service, exemplary advocacy of LAFCo-related legislation, proven leadership in approaching a particular issue or issues, and demonstrated support in developing and implementing innovative and creative ways to support the goals of LAFCos throughout California. At a minimum, the individual should be involved in the LAFCo community for at least twenty (20) years.

Nomination criteria:

1. Nomination must be received from a member LAFCo or Associate Member in good standing with the Association.
2. A minimum of 20 years direct involvement with the LAFCo community is required for consideration.
3. During that time, nominee shall have a proven positive impact and effect on the support and evolution of LAFCos statewide.
4. This includes advocacy of LAFCos statewide through legislation, developing creative and innovative solutions to LAFCo issues that serve beyond their LAFCo to the greater good, and collaborative stakeholder approaches to issues and opportunities to further the cause and mission of LAFCo.

Selection criteria:

1. Must meet all nomination criteria requirements for consideration.
2. Preference may be given to nominees who also have proven experience volunteering for CALAFCO through a regional officer role, serving on committees, serving on the CALAFCO Board, or any other method of volunteering for the Association that serves to promote and support the mission and work of LAFCos throughout the state.

Legislator of the Year

Award Summary:

Presented to a member of the California State Senate or Assembly in recognition of leadership and valued contributions in support of LAFCo goals that have a statewide effect. The recipient shall have demonstrated clear support and effort to further the cause and ability of LAFCos to fulfill their statutory mission. Selected by CALAFCO Board by super majority.

Nomination criteria:

1. Nominee shall be a California State legislator during the full year in which the nomination was made.
2. Nominee must have demonstrated extraordinary leadership in the Legislature on behalf of LAFCos statewide, with efforts resulting in a positive impact for all LAFCos.

Selection criteria:

1. Must meet all nomination criteria requirements for consideration.
2. All Legislator of the Year nominations shall be forwarded by the Achievement Awards Committee to the Board for consideration.
3. Selection of the recipient of this award shall be done with a super majority approval of the Board (present at the time of the vote).

Mike Gotch Excellence in Public Service Award

Awarded to an individual, group or agency for actions that rise above expected or common functions or actions that are LAFCo-related; *and* reduce or eliminate common institutional roadblocks; *and* result in a truly extraordinary public service outcome. Individuals, a LAFCo, or collaborative effort among multiple LAFCos or a LAFCo with other entities are eligible. Other entities shall be decision-making bodies at the local, regional or state level. This award has two distinct categories, each focusing on specific areas of the LAFCo mission.

Mike Gotch Excellence in Public Service Award categories:

1. *Protection of agricultural and open space lands and prevention of sprawl*
2. *Innovation, collaboration, outreach and effective support of the evolution and viability of local agencies, promotion of efficient and effective delivery of municipal services*

Mike Gotch Excellence in Public Service Award categories:

Protection of agricultural and open space lands and prevention of sprawl

Includes the development and implementation of programs or other actions associated with agriculture, water, flood control, parks and recreation, habitat conservation plans and public lands. Demonstrates the recipient has identified, encouraged and ensured the preservation of agricultural and open space lands. Proven actions that encourage cities, counties and special districts to direct development away from all types of agricultural lands, including prime agricultural lands and open space lands. Includes demonstrated consideration given in decisions to Regional Transportation Plans, including sustainable communities strategies and other growth plans to ensure reliable services, orderly growth, and sustainable communities.

Innovation, collaboration, outreach and effective support of the evolution and viability of local agencies, promotion of efficient and effective delivery of municipal services

Includes the development and implementation of innovate support and systems within internal LAFCo operations in the support of local agencies. Actions produce systemic and sustainable improvements and innovation of local government. Proven facilitation of constructive discussions with local and regional agencies and proactive outreach to local and regional agencies as well as local stakeholders and communities to identify issues and solutions and demonstrated action as a coordinating agency in offering and supporting unique local solutions to meet local challenges. Successful demonstration of development of capacities and abilities of local agencies. Provide tools and resources to local agencies to address aging infrastructure, fiscal challenges and the maintenance of existing services. Demonstrated action to streamline the provision of local services with proven results that services are consistent or have been improved as a result, with little to no increased cost to the consumer. Focused efforts and proven results to ensure delivery of services to all communities, especially disadvantaged communities.

Nomination criteria:

1. Clear demonstration that the actions rise above expected or common functions or actions.
2. The actions reduced or eliminated common institutional roadblocks.
3. The actions clearly proven a truly extraordinary public service outcome that is systemic and sustainable.
4. Identified unique circumstances and factors leading to the solution/project.
5. The innovative steps taken by the LAFCo or entity/entities/individual to solve the problem, overcome the situation, or to take action.
6. Clear description of the results/outcomes of the work and the short- and long-term effects.
7. How this work can be promoted as a LAFCo best practice.
8. Clear demonstration how this nomination meets all criteria.

Selection Criteria:

1. Must meet all nomination criteria requirements for consideration.
2. Equal consideration shall be given to each nominee within each category. The size or geographic area of the LAFCo within a given category shall not be a consideration.
3. The overall impact of the actions and outcomes to the greater community being served shall be considered.
4. The level of impact based on the required nomination criteria shall be considered.



PREVIOUS CALAFCO ACHIEVEMENT AWARD RECIPIENTS

2019

Distinguished Service Award	Charley Wilson , Orange LAFCo
Most Effective Commission	Contra Costa LAFCo
Outstanding Commissioner	Jim DeMartini , Stanislaus LAFCo
Outstanding LAFCo Professional	David Church , San Luis Obispo LAFCo
Project of the Year	Orange LAFCo , for <i>San Juan Capistrano Utilities MSR</i>
Government Leadership Award	CA State Water Resources Control Board, Los Angeles County and Los Angeles LAFCo , for <i>Sativa Water District</i>
Mike Gotch Courage & Innovation in Local Government Leadership Award	Butte LAFCo
Legislator of the Year	Assembly Member Mike Gipson
Lifetime Achievement Award	John Benoit , various LAFCos, Jurg Heuberger , Imperial LAFCo

2018

Distinguished Service Award	John Withers , Orange LAFCo
Most Effective Commission	Santa Clara LAFCo
Outstanding Commissioner	Margie Mohler , Napa LAFCo
Outstanding LAFCo Professional	George Williamson , Del Norte LAFCo
Outstanding LAFCo Clerk	Elizabeth Valdez , Riverside LAFCo
Outstanding CALAFCO Associate Member	Best Best & Krieger
Project of the Year	Lake LAFCo , water services consolidation
Government Leadership Award	City of Porterville, County of Tulare, Dept. of Water Resources, State Water Resources Control Board, Governor's Office of Emergency Services, Self Help Enterprises, Community Water Center for East Porterville water supply project
Mike Gotch Courage & Innovation in Local Government Leadership Award	Mike Ott , San Diego LAFCo
Legislator of the Year	Assembly Member Anna Caballero
Lifetime Achievement Award	Pat McCormick , Santa Cruz LAFCo, George Spiliotis , Riverside LAFCo

2017

Most Effective Commission	Los Angeles LAFCo
Outstanding CALAFCO Member	Sblend Sblendorio , Alameda LAFCo
Outstanding Commissioner	John Marchand , Alameda LAFCo
Outstanding LAFCo Professional	Paul Novak , Los Angeles LAFCo
Outstanding LAFCo Clerk	Richelle Beltran , Ventura LAFCo
Outstanding CALAFCO Associate Member	Policy Consulting Associates
Project of the Year	County Services MSR , Butte LAFCo, and Santa Rosa Annexation , Sonoma LAFCo

Government Leadership Award
Lifetime Achievement Award

San Luis Obispo County Public Works Dept.
Kathy Rollings McDonald (San Bernardino)

2016

Distinguished Service Award
Most Effective Commission
Outstanding CALAFCO Member
Outstanding Commissioner
Outstanding LAFCo Professional
Outstanding LAFCo Clerk
Project of the Year
Government Leadership Award
Lifetime Achievement Award

Peter Brundage, Sacramento LAFCo
San Luis Obispo LAFCo
John Leopold, Santa Cruz LAFCo
Don Tatzin, Contra Costa LAFCo
Steve Lucas, Butte LAFCo
Cheryl Carter-Benjamin, Orange LAFCo
Countywide Water Study, (Marin LAFCo)
Southern Region of CALAFCO
Bob Braitman (retired Executive Officer)

2015

Mike Gotch Courage & Innovation in
Local Government Leadership Award
Distinguished Service Award
Most Effective Commission
Outstanding CALAFCO Member
Outstanding Commissioner
Outstanding LAFCo Professional
Outstanding LAFCo Clerk
Project of the Year

Government Leadership Award

CALAFCO Associate Member of the Year
Legislators of the Year Award
Lifetime Achievement Award

Yuba County Water Agency

Mary Jane Griego, Yuba LAFCo
Butte LAFCo
Marjorie Blom, formerly of Stanislaus LAFCo
Matthew Beekman, formerly of Stanislaus LAFCo
Sam Martinez, San Bernardino LAFCo
Terri Tuck, Yolo LAFCo
Formation of the Ventura County Waterworks District No. 38 (Ventura LAFCo) and **2015 San Diego County Health Care Services five-year sphere of influence and service review report** (San Diego LAFCo)
The Cities of Dublin, Pleasanton, Livermore and San Ramon, the Dublin San Ramon Services District and the Zone 7 Water Agency
Michael Colantuono of Colantuono, Highsmith & Whatley
Assembly member Chad Mayes
Jim Chapman (Lassen LAFCo) and **Chris Tooker** (formerly of Sacramento LAFCo)

2014

Mike Gotch Courage & Innovation in
Local Government Leadership Award
Distinguished Service Award
Most Effective Commission
Outstanding CALAFCO Member
Outstanding Commissioner
Outstanding LAFCo Professional
Outstanding LAFCo Clerk
Project of the Year

David Church, San Luis Obispo LAFCo

Kate McKenna, Monterey LAFCo
Santa Clara LAFCo
Stephen Lucas, Butte LAFCo
Paul Norsell, Nevada LAFCo
Kate McKenna, Monterey LAFCo
Paige Hensley, Yuba LAFCo
LAFCo Procedures Guide: 50th Year Special Edition,
San Diego LAFCo

Government Leadership Award

Orange County Water District, City of Anaheim, Irvine Ranch Water District, and Yorba Linda Water District

Legislators of the Year Award

Assembly member Katcho Achadjian

Lifetime Achievement Award

Susan Wilson, Orange LAFCo

2013

Mike Gotch Courage & Innovation in Local Government Leadership Award

Simón Salinas, Commissioner, Monterey LAFCo

Distinguished Service Award

Roseanne Chamberlain, Amador LAFCo

Most Effective Commission

Stanislaus LAFCo

Outstanding CALAFCO Member

Harry Ehrlich, San Diego LAFCo

Outstanding Commissioner

Jerry Gladbach, Los Angeles LAFCo

Outstanding LAFCo Professional

Lou Ann Texeira, Contra Costa

LAFCo Outstanding LAFCo Clerk

Kate Sibley, Contra Costa LAFCo

Project of the Year

Plan for Agricultural Preservation, Stanislaus LAFCo

Government Leadership Award

Orange County LAFCo Community Islands Taskforce, Orange LAFCo

Legislators of the Year Award

Senators Bill Emmerson and Richard Roth

Lifetime Achievement Award

H. Peter Faye, Yolo LAFCo; Henry Pellissier, Los Angeles LAFCo; Carl Leverenz, Butte LAFCo; Susan Vicklund-Wilson, Santa Clara LAFCo.

2012

Mike Gotch Courage & Innovation in Local Government Leadership Award

Bill Chiat, CALAFCO Executive Director

Distinguished Service Award

Marty McClelland, Commissioner, Humboldt LAFCo

Most Effective Commission

Sonoma LAFCo

Outstanding CALAFCO Member

Stephen A. Souza, Commissioner, Yolo LAFCo and CALAFCO Board of Directors

Outstanding Commissioner

Sherwood Darington, Monterey

LAFCo Outstanding LAFCo Professional

Carole Cooper, Sonoma LAFCo

Outstanding LAFCo Clerk

Gwenna MacDonald, Lassen LAFCo

Project of the Year

Countywide Service Review & SOI Update, Santa Clara LAFCo

Government Leadership Award

North Orange County Coalition of Cities, Orange LAFCo

Lifetime Achievement Award

P. Scott Browne, Legal Counsel LAFcos

2011

Mike Gotch Courage & Innovation in Local Government Leadership Award

Martin Tuttle, Deputy Director for Planning, Caltrans

Distinguished Service Award

Mike McKeever, Executive Director, SACOG

LAFCo Most Effective Commission

Carl Leverenz, Commissioner and Chair, Butte

Outstanding CALAFCO Member

San Bernardino LAFCo

Outstanding Commissioner

Keene Simonds, Executive Officer, Napa LAFCo

Outstanding LAFCo Professional

Louis R. Calcagno, Monterey LAFCo

Outstanding LAFCo Clerk

June Savala, Deputy Executive Officer, Los Angeles LAFCo

Debbie Shubert, Ventura LAFCo

Project of the Year

Cortese-Knox-Hertzberg Definitions Revision

Bob Braitman, Scott Browne, Clark Alsop, Carole Cooper, and George Spiliotis

Government Leadership Award

Contra Costa Sanitary District

Elsinore Water District and Elsinore Valley Municipal Water District

2010

Mike Gotch Courage & Innovation in Local Government Leadership Award

Helen Thompson, Commissioner, Yolo LAFCo

Distinguished Service Award

Kathleen Rollings-McDonald, Executive Officer, San Bernardino LAFCo

Bob Braitman, Executive Officer, Santa Barbara LAFCo

Most Effective Commission

Tulare LAFCo

Outstanding CALAFCo Member

Roger Anderson, Ph.D., CALAFCo Chair, Santa Cruz LAFCo

Outstanding Commissioner

George Lange, Ventura LAFCo

Outstanding LAFCo Professional

Harry Ehrlich, Government Consultant, San Diego LAFCo

Outstanding LAFCo Clerk

Candie Fleming, Fresno LAFCo

Project of the Year

Butte LAFCo

Sewer Commission - Oroville Region Municipal Service Review

Government Leadership Award

Nipomo Community Services District and the County of San Luis Obispo

Special Achievement

Chris Tooker, Sacramento LAFCo and CALAFCo Board of Directors

2009

Mike Gotch Courage & Innovation in Local Government Leadership Award

Paul Hood, Executive Officer, San Luis Obispo LAFCo

Distinguished Service Award

William Zumwalt, Executive Officer, Kings LAFCo

Most Effective Commission

Napa LAFCo

Outstanding CALAFCo Member

Susan Vicklund Wilson, CALAFCo Vice Chair

Jerry Gladbach, CALAFCo Treasurer

Outstanding Commissioner

Larry M. Fortune, Fresno LAFCo

Outstanding LAFCo Professional

Pat McCormick, Santa Cruz LAFCo Executive Officer

Outstanding LAFCo Clerk

Emmanuel Abello, Santa Clara LAFCo

Project of the Year

Orange LAFCo Boundary Report

Government Leadership Award

Cities of Amador City, Jackson, Ione, Plymouth & Sutter Creek; Amador County; Amador Water Agency; Pine Grove CSD – Countywide MSR Project

Legislator of the Year Award

Assembly Member Jim Silva

2008

Distinguished Service Award

Peter M. Detwiler, Senate Local Government Committee Chief Consultant

Most Effective Commission

Yuba LAFCo

Outstanding Commissioner

Dennis Hansberger, San Bernardino LAFCo

Outstanding LAFCo Professional

Michael Ott, San Diego LAFCo Executive Officer

Martha Poyatos, San Mateo Executive Officer

Outstanding LAFCo Clerk Project of the Year	Wilda Turner , Los Angeles LAFCo Kings LAFCo City and Community District MSR and SOI Update
Government Leadership Award Legislator of the Year Award	San Bernardino Board of Supervisors Assembly Member Anna M. Caballero

2007

Outstanding CALAFCo Member Distinguished Service Award Counsel Most Effective Commission Outstanding Commissioner	Kathy Long , Board Chair, Ventura LAFCo William D. Smith , San Diego Legal Santa Clara LAFCo Gayle Uilkema , Contra Costa LAFCo
Outstanding LAFCo Professional Outstanding LAFCo Clerk Project of the Year	Joyce Crosthwaite , Orange LAFCo Executive Officer Debby Chamberlin , San Bernardino LAFCo San Bernardino LAFCo and City of Fontana Islands Annexation Program
Government Leadership Award Lifetime Achievement	City of Fontana - Islands Annexation Program John T. "Jack" Knox

2006

Outstanding CALAFCo Member Distinguished Service Award Most Effective Commission Award Outstanding Commissioner Award	Everett Millais , CALAFCo Executive Officer and Executive Officer of Ventura LAFCo Clark Alsop , CALAFCo Legal Counsel Alameda LAFCo Ted Grandsen , Ventura LAFCo Chris Tooker , Sacramento LAFCo
Outstanding LAFCo Professional Award Outstanding LAFCo Clerk Award Project of the Year Award	Larry Calemine , Los Angeles LAFCo Executive Officer Janice Bryson , San Diego LAFCo Marilyn Flemmer , Sacramento LAFCo Sacramento Municipal Utility District Sphere of Influence Amendment and Annexation; Sacramento LAFCo
Outstanding Government Leadership Award Legislator of the Year Award	Cities of Porterville, Tulare, and Visalia and Tulare LAFCo Island Annexation Program Senator Christine Kehoe

2005

Outstanding CALAFCo Member Distinguished Service Award Most Effective Commission Award Outstanding Commissioner Award	Peter Herzog , CALAFCo Board, Orange LAFCo Elizabeth Castro Kemper , Yolo LAFCo Ventura LAFCo Art Aseltine , Yuba LAFCo Henri Pellissier , Los Angeles LAFCo
Outstanding LAFCo Professional Award Outstanding LAFCo Clerk Award Project of the Year Award	Bruce Baracco , San Joaquin LAFCo Danielle Ball , Orange LAFCo San Diego LAFCo MSR of Fire Protection and Emergency Medical Services
Outstanding Government Leadership Award	Sacramento Area Council of Governments (SACOG)

2004

Outstanding CALAFCo Member Distinguished Service Award Most Effective Commission Award	Scott Harvey , CALAFCo Executive Director Julie Howard , Shasta LAFCo San Diego LAFCo
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Outstanding Commissioner Award
Outstanding LAFCo Professional Award
Project of the Year Award

Edith Johnsen, Monterey LAFCo
David Kindig, Santa Cruz LAFCo
San Luis Obispo LAFCo
Nipomo CSD SOI Update, MSR, and EIR

2003

Outstanding CALAFCo Member
Distinguished Service Award
Most Effective Commission Award
Outstanding Commissioner Award
Outstanding LAFCo Professional Award
Outstanding LAFCo Clerk Award
Project of the Year Award

Special Achievement Award

Michael P. Ryan, CALAFCo Board Member
Henri F. Pellissier, Los Angeles LAFCo
San Luis Obispo LAFCo
Bob Salazar, El Dorado LAFCo
Shirley Anderson, San Diego LAFCo
Lori Fleck, Siskiyou LAFCo
Napa LAFCo
Comprehensive Water Service Study
James M. Roddy

2002

Outstanding CALAFCo Member
Most Effective Commission Award
Commissioner Award
Outstanding LAFCo Professional Award
Outstanding LAFCo Clerk Award
Project of the Year Award
Outstanding Government Leadership Award

Ken Lee, CALAFCo Legislative Committee Chair
San Diego LAFCo Outstanding
Ed Snively, Imperial LAFCo
Paul Hood, San Luis Obispo LAFCo
Danielle Ball, Orange LAFCo
San Luis Obispo LAFCo
Napa LAFCo, **Napa County Farm Bureau**, **Napa Valley Vintners Association**, **Napa Valley Housing Authority**, **Napa County Agricultural Commissioner's Office**, **Napa County Counsel Office**, and **Assembly Member Patricia Wiggins**

2001

Outstanding CALAFCo Member
Distinguished Service Award

Outstanding Commissioner Award
Outstanding LAFCo Professional Award
Project of the Year Award
Outstanding Government Leadership Award

Legislator of the Year Award

SR Jones, CALAFCo Executive Officer
David Martin, Tax Area Services Section, State Board of Equalization
H. Peter Faye, Yolo LAFCo
Ingrid Hansen, San Diego LAFCo
Santa Barbara LAFCo
Alameda County Board of Supervisors, **Livermore City Council**, **Pleasanton City Council**
Senator Jack O'Connell

2000

Outstanding CALAFCo Member
Distinguished Service Award

Most Effective Commission Award
Outstanding Commissioner
Outstanding LAFCo Professional Award
Outstanding LAFCo Clerk Award
Project of the Year Award
Legislator of the Year Award

Ron Wootton, CALAFCo Board Chair
Ben Williams, Commission on Local Governance for the 21st Century
Yolo LAFCo
Rich Gordon, San Mateo LAFCo
Annamaria Perrella, Contra Costa LAFCo
Susan Stahmann, El Dorado LAFCo
San Diego LAFCo
Robert Hertzberg, Assembly Member

1999

Distinguished Service Award	Marilyn Ann Flemmer-Rodgers , Sacramento LAFCo
Most Effective Commission Award	Orange LAFCo
Outstanding Executive Officer Award	Don Graff , Alameda LAFCo
Outstanding LAFCo Clerk Award	Dory Adams , Marin LAFCo
Most Creative Solution to a Multi-Jurisdictional Problem	San Diego LAFCo
Outstanding Government Leadership Award	Assembly Member John Longville
Legislator of the Year Award	Assembly Member Robert Hertzberg

1998

Outstanding CALAFCO Member	Dana Smith , Orange LAFCo
Distinguished Service Award	Marvin Panter , Fresno LAFCo
Most Effective Commission Award	San Diego LAFCo
Outstanding Executive Officer Award	George Spiliotis , Riverside LAFCo
Outstanding Staff Analysis	Joe Convery , San Diego LAFCo Joyce Crosthwaite , Orange LAFCo
Outstanding Government Leadership Award	Santa Clara County Planning Department

1997

Most Effective Commission Award	Orange LAFCo
Outstanding Executive Officer Award	George Finney , Tulare LAFCo
Outstanding Staff Analysis	Annamaria Perrella , Contra Costa LAFCo
Outstanding Government Leadership Award	South County Issues Discussion Group
Most Creative Solution to a Multi-Jurisdictional Problem	Alameda LAFCo and Contra Costa LAFCo
Legislator of the Year Award	Assembly Member Tom Torlakson



June 1, 2021

To: Local Agency Formation Commission
Members and Alternate Members

From: Gay Jones, Committee Chair
CALAFCO Board Election Committee
CALAFCO Board of Directors

CALAFCO



RE: Nominations for 2021/2022 CALAFCO Board of Directors

Nominations are now open for the fall elections of the CALAFCO Board of Directors. Serving on the CALAFCO Board is a unique opportunity to work with other commissioners throughout the state on legislative, fiscal and operational issues that affect us all. The Board meets four to five times each year at alternate sites around the state. Any LAFCo commissioner or alternate commissioner is eligible to run for a Board seat.

CALAFCO's Election Committee is accepting nominations for the following seats on the CALAFCO Board of Directors:

Central Region

City Member
Public Member

Southern Region

County Member
District Member

Northern Region

County Member
District Member

Coastal Region

City Member
Public Member

The election will be conducted during Regional Caucuses at the CALAFCO Annual Conference prior to the Annual Membership Meeting on Thursday, October 7, 2021 at the Hyatt Regency in Newport Beach at the John Wayne Airport, CA.

Please inform your Commission that the CALAFCO Election Committee is accepting nominations for the above-cited seats until *Tuesday, September 7, 2021 at 5:00 p.m.*

Incumbents are eligible to run for another term. Nominations received by September 7 will be included in the Election Committee's Report and will be on the ballot. The Report will be distributed to LAFCo members no later than September 23, 2021 and ballots made available to Voting Delegates at the Annual Conference. Nominations received after this date will be returned; however, nominations will be permitted from the floor during the Regional Caucuses or during at-large elections, if required, at the Annual Membership Meeting.

For those member LAFCos who cannot send a representative to the Annual Meeting an electronic ballot will be made available if requested in advance. **The ballot request must be made no later than Tuesday, September 7, 2021. Completed absentee ballots must be returned by 8:00 a.m., Monday, October 4, 2021.**

Should your Commission nominate a candidate, the Chair of your Commission must complete the attached Nomination Form and the Candidate's Resume Form or provide the specified information in another format other than a resume. Commissions may also include a letter of recommendation or resolution in support of their nominee.

The nomination forms and materials must be received by the CALAFCO Executive Director no later than Tuesday, September 7, 2021 at 5:00 p.m. Here is a summary of the deadlines for this year's nomination process:

- **June 1** – Nomination Announcement and packet sent to LAFCo membership and posted on the CALAFCO website.
- **September 7** – Completed Nomination packet due
- **September 7** – Request for an absentee/electronic ballot due
- **September 7** – Voting delegate name due to CALAFCO
- **September 23** – Distribution of the Election Committee Report (includes all completed/submitted nomination papers)
- **September 23** – Distribution of requested absentee/electronic ballots.
- **October 4** – Absentee ballots due to CALAFCO
- **October 7** - Elections

Returning the nomination form prior to the deadline ensures your nominee is placed on the ballot. Names will be listed in the order nominations were received should there be multiple candidates. Electronic filing of nomination forms and materials is encouraged to facilitate the recruitment process. Please send e-mails with forms and materials to info@calafco.org. Alternatively, nomination forms and materials can be mailed to the address below. Please forward nominations to:

CALAFCO Election Committee c/o Executive Director
California Association of Local Agency Formation Commissions
1020 12th Street, Suite 222
Sacramento, California 95814
EMAIL: info@calafco.org

Questions about the election process can be sent to the Chair of the Committee, Gay Jones, at gjones@calafco.org or by calling her at 916-208-0736. You may also contact CALAFCO Executive Director Pamela Miller at pmiller@calafco.org or by calling 916-442-6536.

Members of the 2021/2022 CALAFCO Election Committee are:

Gay Jones, Chair gjones@calafco.org	Sacramento LAFCo (Central Region) 916-208-0736
Blake Inscore binscore@calafco.org	Del Norte LAFCo (Northern Region) 707-951-0517
Chris Lopez clopez@calafco.org	Monterey LAFCo (Coastal Region) 831-755-5033
David West dwest@calafco.org	Imperial LAFCo (Southern Region) 760-352-3411

Attached please find a copy of the CALAFCO Board of Directors Nomination and Election Procedures as well as the current listing of Board Members and corresponding terms of office.

Please consider joining us!

Enclosures

Board of Directors Nomination and Election Procedures and Forms

The procedures for nominations and election of the CALAFCO Board of Directors [Board] are designed to assure full, fair and open consideration of all candidates, provide confidential balloting for contested positions and avoid excessive demands on the time of those participating in the CALAFCO Annual Conference.

The Board nomination and election procedures shall be:

1. APPOINTMENT OF AN ELECTION COMMITTEE:

- a. Following the Annual Membership Meeting the Board shall appoint an Election Committee of four members of the Board. The Election Committee shall consist of one member from each region whose term is not ending.⁸
- b. The Board shall appoint one of the members of the Election Committee to serve as Chairman. The CALAFCO Executive Officer shall appoint a CALAFCO staff member to serve as staff for the Election Committee in cooperation with the CALAFCO Executive Director.⁸
- c. Each region shall designate a regional representative to serve as staff liaison to the Election Committee.⁸
- d. Goals of the Committee are to provide oversight of the elections process and to encourage and solicit candidates by region who represent member LAFCoS across the spectrum of geography, size, and urban suburban and rural population if there is an open seat for which no nominations papers have been received close to the deadline.⁸

2. ANNOUNCEMENT TO ALL MEMBER LAFCoS:

- a. No later than three months prior to the Annual Membership Meeting, the Election Committee Chair shall send an announcement to each LAFCo for distribution to each commissioner and alternate. The announcement shall include the following:⁸
 - i. A statement clearly indicating which offices are subject to the election.
 - ii. A regional map including LAFCoS listed by region.
 - iii. The dates by which all nominations must be received by the Election Committee. The deadline shall be no later than 30 days prior to the opening of the Annual Conference. Nominations received after the closing date shall be returned to the proposing LAFCo marked "Received too late for Elections Committee action."⁸
 - iv. The names of the Election Committee members with the Committee Chairman's LAFCo address and phone number, and the names and contact information for each of the regional representatives.⁸
 - v. The address to send the nominations forms.
 - vi. A form for a Commission to use to nominate a candidate and a candidate resume form of no more than one page each to be completed for each nominee.
- b. No later than four months before the annual membership meeting, the Election Committee Chairman shall send an announcement to the Executive Director for distribution to each member LAFCo and for publication in the newsletter and on the web site. The

**Key Timeframes for
Nominations Process**

<u>Days*</u>	
90	Nomination announcement
30	Nomination deadline
14	Committee report released

*Days prior to annual membership meeting

announcement shall include the following:⁸

- i. A statement clearly indicating which offices are subject to the election.
 - ii. The specific date by which all nominations must be received by the Election Committee. Nominations received after the closing dates shall be returned to the proposing LAFCo marked "Received too late for Election Committee action."⁸
 - iii. The names of the Election Committee members with the Committee Chair's LAFCo address and phone number, and the names and contact information for each of the regional representatives.⁸
 - iv. Requirement that nominated individual must be a commissioner or alternate commissioner from a member in good standing within the region.
- c. A copy of these procedures shall be posted on the web site.

3. THE ELECTION COMMITTEE:

- a. The Election Committee and the regional representatives have the responsibility to monitor nominations and help assure that there are adequate nominations from each region for each seat up for election. No later than two weeks prior to the Annual Conference, the Election Committee Chair shall distribute to the members the Committee Report organized by regions, including copies of all nominations and resumes, which are received prior to the end of the nomination period.⁸
- b. At the close of the nominations the Election Committee shall prepare regional ballots. Each region will receive a ballot specific to that region. Each region shall conduct a caucus at the Annual Conference for the purpose of electing their designated seats. Caucus elections must be held prior to the annual membership meeting at the conference. The Executive Director or assigned staff along with a member of the Election Committee shall tally ballots at each caucus and provide the Election Committee the names of the elected Board members and any open seats. In the event of a tie, the staff and Election Committee member shall immediately conduct a run-off ballot of the tied candidates.⁸
- c. Make available sufficient copies of the Committee Report for each Voting Delegate by the beginning of the Annual Conference.
- d. Make available blank copies of the nomination forms and resume forms to accommodate nominations from the floor at either the caucuses or the annual meeting (if an at-large election is required).
- e. Advise the Executive Director to provide "CANDIDATE" ribbons to all candidates attending the Annual Conference.⁸
- f. Post the candidate statements/resumes organized by region on a bulletin board near the registration desk.
- g. Regional elections shall be conducted as described in Section 4 below. The representative from the Election Committee shall serve as the Presiding Officer for the purpose of the caucus election.⁸
- h. Following the regional elections, in the event that there are open seats for any offices subject to the election, the Election Committee Chair shall notify the Chair of the Board of Directors that an at-large election will be required at the annual membership meeting and to provide a list of the number and category of seats requiring an at-large election.⁸

4. ELECTRONIC BALLOT FOR LAFCO IN GOOD STANDING NOT ATTENDING ANNUAL MEETING⁶

Limited to the elections of the Board of Directors

- a. Any LAFCo in good standing shall have the option to request an electronic ballot if there will be no representative attending the annual meeting.
- b. LAFCOs requesting an electronic ballot shall do so in writing no later than 30 days prior to the annual meeting.
- c. The Executive Director shall distribute the electronic ballot no later than two weeks prior to the annual meeting.
- d. LAFCo must return the ballot electronically to the executive director no later than three days prior to the annual meeting.
- e. LAFCOs voting under this provision may discard their electronic ballot if a representative is able to attend the annual meeting.
- f. LAFCOs voting under this provision may only vote for the candidates nominated by the Election Committee and may not vote in any run-off elections.⁸

5. AT THE TIME FOR ELECTIONS DURING THE REGIONAL CAUCUSES OR ANNUAL MEMBERSHIP MEETING:

- a. The Election Committee Chairman, another member of the Election Committee or the Chair's designee (hereafter called the Presiding Officer) shall:⁸
 - i. Review the election procedure with the membership.
 - ii. Present the Election Committee Report (previously distributed).
 - iii. Call for nominations from the floor by category for those seats subject to this election:
 1. For city member.
 2. For county member.
 3. For public member.
 4. For special district member.
- b. To make a nomination from the floor, a LAFCo, which is in good standing, shall identify itself and then name the category of vacancy and individual being nominated. The nominator may make a presentation not to exceed two minutes in support of the nomination.
- c. When there are no further nominations for a category, the Presiding Officer shall close the nominations for that category.
- d. The Presiding Officer shall conduct a "Candidates Forum". Each candidate shall be given time to make a brief statement for their candidacy.
- e. The Presiding Officer shall then conduct the election:
 - i. For categories where there are the same number of candidates as vacancies, the Presiding Officer shall:

1. Name the nominees and offices for which they are nominated.
2. Call for a voice vote on all nominees and thereafter declare those unopposed candidates duly elected.
- ii. For categories where there are more candidates than vacancies, the Presiding Officer shall:
 1. Poll the LAFCoS in good standing by written ballot.
 2. Each LAFCo in good standing may cast its vote for as many nominees as there are vacancies to be filled. The vote shall be recorded on a tally sheet.
 3. Any ballots submitted electronically for candidates included in the Election Committee Report shall be added to the tally.⁸
 4. With assistance from CALAFCO staff, tally the votes cast and announce the results.
- iii. Election to the Board shall occur as follows:
 1. The nominee receiving the majority⁶ of votes cast is elected.
 2. In the case of no majority, the two nominees receiving the two highest number of votes cast shall face each other in a run-off election. Electronic ballots are not included in the tally for any run-off election(s).⁶
 3. In case of tie votes⁶:
 - a. A second run-off election shall be held with the same two nominees.
 - b. If there remains a tie after the second run-off, the winner shall be determined by a draw of lots.
 4. In the case of two vacancies, any candidate receiving a majority of votes cast is elected.⁶
 - a. In the case of no majority for either vacancy, the three nominees receiving the three highest number of votes cast shall face each other in a run-off election.
 - b. In the case of no majority for one vacancy, the two nominees receiving the second and third highest number of votes cast shall face each other in a run-off election.
 - c. In the event of a tie, a second run-off election shall be held with the tied nominees. If there remains a tie after the second run-off election the winner shall be determined by a draw of lots.

6. ADDITIONAL PROCEDURES

- a. For categories where there are more candidates than vacancies, names will be listed in the order nominated.
- b. The Election Committee Chair shall announce and introduce all Board Members elected at the Regional Caucuses at the annual business meeting.⁸
- c. In the event that Board seats remain unfilled after a Regional Caucus, an election will be held immediately at the annual business meeting to fill the position at-large. Nominations will be taken from the floor and the election process will follow the procedures described in Section 4 above. Any commissioner or alternate from a member LAFCo may be nominated

- for at-large seats.
- d. Seats elected at-large become subject to regional election at the expiration of the term. Only representatives from the region may be nominated for the seat.
- e. As required by the Bylaws, the members of the Board shall meet as soon as possible after election of new board members for the purpose of electing officers, determining meeting places and times for the coming year, and conducting any other necessary business.

7. LOSS OF ELECTION IN HOME LAFCO

Board Members and candidates who lose elections in their home office shall notify the Executive Director within 15 days of the certification of the election.

8. FILLING BOARD VACANCIES

Vacancies on the Board of Directors may be filled by appointment by the Board for the balance of the unexpired term. Appointees must be from the same category as the vacancy, and should be from the same region.

**CALAFCO Regions
FOUR REGIONS**



The counties in each of the four regions consist of the following:

Northern Region

Butte
Colusa
Del Norte
Glenn
Humboldt
Lake
Lassen
Mendocino
Modoc
Nevada
Plumas
Shasta
Sierra
Siskiyou
Sutter
Tehama
Trinity
Yuba

CONTACT: Steve Lucas
Butte LAFCo
slucas@buttecounty.net

Southern Region

Orange
Los Angeles
Imperial
Riverside
San Bernardino
San Diego

CONTACT: Gary Thompson
Riverside LAFCo
gthompson@lafco.org

Coastal Region

Alameda
Contra Costa
Marin
Monterey
Napa
San Benito
San Francisco
San Luis Obispo
San Mateo
Santa Barbara
Santa Clara
Santa Cruz
Solano
Sonoma
Ventura

CONTACT: Martha Poyatos
San Mateo LAFCo
mpoyatos@smcgov.org

Central Region

Alpine
Amador
Calaveras
El Dorado
Fresno
Inyo
Kern
Kings
Madera
Mariposa
Merced
Mono
Placer
Sacramento
San Joaquin
Stanislaus
Tulare
Tuolumne
Yolo

CONTACT: Christine Crawford, Yolo LAFCo
christine.crawford@yolocounty.org

CALAFCO Board Members 2020-21*(as of June 1, 2021)*

Board Member Name	LAFCo - Region	Type (Term Expires)
Bill Connelly - Secretary	Butte - <i>Northern</i>	County (2021)
David Couch	Humboldt - <i>Northern</i>	District (2021)
Blake Inscore	Del Norte - <i>Northern</i>	City (2022)
Gay Jones	Sacramento - <i>Central</i>	District (2022)
Michael Kelley – Chair	Imperial - <i>Southern</i>	County (2021)
Christopher Lopez	Monterey – <i>Coastal</i>	County (2022)
Daron McDaniel	Merced – <i>Central</i>	County (2022)
Michael McGill – Immediate Past Chair	Contra Costa - <i>Coastal</i>	District (2022)
Jo MacKenzie	San Diego - <i>Southern</i>	District (2021)
Margie Mohler - Treasurer	Napa - <i>Coastal</i>	City (2021)
Tom Murray	San Luis Obispo - <i>Coastal</i>	Public (2021)
Anita Paque – Vice Chair	Calaveras - <i>Central</i>	Public (2021)
Daniel Parra	Fresno - <i>Central</i>	City (2021)
Josh Susman	Nevada - <i>Northern</i>	Public (2022)
Acquanetta Warren	San Bernardino – <i>Southern</i>	City (2022)
David West	Imperial - <i>Southern</i>	Public (2022)

Board of Directors 2021/2022 Nominations Form

Nomination to the CALAFCO Board of Directors

In accordance with the Nominations and Election Procedures of CALAFCO,

_____ LAFCo of the _____ Region

Nominates _____

for the (check one) City County Special District Public

Position on the CALAFCO Board of Directors to be filled by election at the next Annual Membership Meeting of the Association.

LAFCo Chair

Date

NOTICE OF DEADLINE

Nominations must be received by **September 7, 2021** at 5:00 p.m. to be considered by the Election Committee.

Send completed nominations to:

CALAFCO Election Committee

CALAFCO

1020 12th Street, Suite 222

Sacramento, CA 95814

Or email to: info@calafco.org

**Board of Directors
2021/2022 Candidate Resume Form
(Complete both pages)**

Nominated By: _____ LAFCo Date: _____

Region (please check one): Northern Coastal Central Southern

Category (please check one): City County Special District Public

Candidate Name _____

Address _____

Phone Office _____ Mobile _____

e-mail _____

Personal and Professional Background:

LAFCo Experience:

CALAFCO or State-level Experience:

Availability:

Other Related Activities and Comments:

NOTICE OF DEADLINE

Nominations must be received by **September 7, 2021**
at 5:00 p.m. to be considered by the Election Committee.
Send completed nominations to:
CALAFCO Election Committee
CALAFCO
1020 12th Street, Suite 222
Sacramento, CA 95814

Or email to: info@calafco.org

June 29, 2021

Donna Kenney, Planning and Building Manager
City of Riverbank
6707 3rd Street
Riverbank, CA 95367

**SUBJECT: NOTICE OF PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT
FOR THE RIVER WALK SPECIFIC PLAN**

Dear Ms. Kenney:

Thank you for the opportunity to review the Notice of Preparation of an Environmental Impact Report (EIR) for the River Walk Specific Plan. As Lead Agency, the City of Riverbank is responsible for considering the effects, both individual and collective, of all activities involved in the project (Public Resources Code §21000 et seq). LAFCO, as a Responsible Agency, will utilize the CEQA documents prepared by the City in reviewing the proposed sphere of influence expansion and annexation.

The project proposes to expand the City's Sphere of Influence by 1,535 acres and annex approximately 1,000 acres. The following comments are provided for the City's consideration:

Sphere of Influence Policies

Stanislaus LAFCO's policies describe a Sphere of Influence as "the area around a local agency within which territory is eligible for annexation and the extension of urban services within a twenty-year period." Stanislaus LAFCO also adopts a Primary Area within the Sphere of Influence, representing the City's short-term growth area. Lands within the Primary Area are eligible for annexation and extension of urban services within a zero to ten-year period. Territory between an adopted Primary Area and Sphere of Influence is considered a transition area, anticipated to need services within ten to twenty years.

Consistency with these timeframes are a concern, as LAFCO recently approved an expansion of the City of Riverbank's Sphere of Influence in 2016, adding approximately 1,479 acres intended to accommodate the City's growth over the next 20 years. The City subsequently annexed approximately 400 acres of this area in 2019 for residential and commercial uses (known as Crossroads West).

In addition to the timeframes above, State law and locally-adopted LAFCO policies contain numerous provisions that are intended to prevent sprawl and encourage logical growth when considering Sphere expansions. The EIR should include a discussion regarding these policies, including those highlighted below:

- Amendment proposals involving Sphere expansion which contain prime agricultural land will not be approved by LAFCO if there is sufficient alternative land available for annexation within the existing Sphere of Influence. The City's analysis should identify

undeveloped areas already within the City limits and Sphere of Influence that could be developed with similar uses.

- Territory not in need of urban services, including open space, agriculture, non-protested, or protested and not upheld Williamson Act contracted lands, shall not be assigned to an agency's sphere of influence, unless the area's exclusion would impede the planned orderly and efficient development of this area.
- Sphere of influence boundaries shall, to the extent possible, maintain a separation between existing communities to protect open space and agricultural lands and the identity of an individual community.

As proposed, the City's Sphere of Influence would extend along the Stanislaus River to McHenry Avenue, adjacent to development in the unincorporated Del Rio community area. The EIR should also discuss how the proposal relates to overall regional planning for the area. If both the City and County's plans were developed to their extents, no separation of communities or agricultural land would remain north of Patterson and Ladd Rd in this area of Stanislaus County.

City-County Meeting Requirement

An expansion of a sphere of influence triggers a requirement for City of Riverbank representatives to meet with the County to discuss the proposed sphere and explore methods to reach agreement on its boundaries, development standards, and zoning requirements within the sphere (Government Code Section 56425b). This must occur prior to application to LAFCO for a sphere of influence modification. If an agreement is reached, LAFCO is required to give great weight to that agreement in the consideration of any proposed sphere of influence. If no agreement is reached, an application may be submitted and the Commission shall consider a sphere of influence for the City consistent with the policies adopted by the Commission.

Agricultural Resources

One of LAFCO's main charges, as put forth by the Legislature, is to protect and promote agriculture. LAFCO's policies state that development should be guided away from agricultural lands, including prime agricultural land. It appears that the majority of the 1,535-acre sphere of influence expansion area is also considered prime farmland. The EIR's analysis of impacts to agricultural lands should describe not only those lands categorized on the Department of Conservation's Important Farmland Map, but also those lands that fall within the LAFCO definition of prime agricultural land (Government Code Section 56064). The EIR should also identify a range of alternatives to the proposal, including alternatives that focus on lands already within the sphere of influence and non-prime lands.

Agricultural Preservation Policy

LAFCO's adopted Agricultural Preservation Policy will require the City to prepare a Plan for Agricultural Preservation ("Plan"). The Plan must include information regarding the proposal's direct and indirect impacts to agricultural resources, the availability of lands in the City's existing boundaries, and relevant General Plan policies related to agricultural preservation. The Plan also must specify the method or strategy proposed to minimize the loss of agricultural lands. The information provided in the Plan should be consistent with the EIR prepared by the City.

The City adopted a Sustainable Agricultural Strategy in 2016 that it used as its Plan for Agricultural Preservation for the City's current Sphere of Influence. The Plan identified many of the City's current General Plan policies, including Agricultural Resource Conservation Areas covering 1,300 acres west of the City, use of agricultural buffers, and overall policies related to infill development prior to consideration of additional annexation areas. The current proposal would remove the Agricultural Resource Conservation designation in the project area and represents a significant shift in General Plan policies, the impacts of which will need to be fully discussed and considered.

Logical Boundaries

As proposed, annexation of the River Walk Specific Plan area will leave the unincorporated Park Ridge / River Heights neighborhood surrounded by the City Limits on three sides and the County boundary on the fourth, creating an unincorporated island. LAFCO's policies and State law discourage the creation of islands or other distortion of a city's boundaries. This area currently relies on a private water system, would benefit from connection to City services, and should be included in any annexation proposal that would otherwise surround it.

Public Services

The proposal must show that the City has the necessary public services available to serve the development upon annexation, pursuant to LAFCO policies. This analysis must include detailed evidence of current service levels, sufficient sewer capacity, sufficient quantities and quality of water, financing mechanisms, as well as the means to provide adequate levels of fire and police protection. This information can also be used to prepare a "Plan for Services", as required by LAFCO Policy and State law (Government Code Section 56653). The Plan for Services shall include information on the present and future level of services and evidence that the annexing agency can at least maintain the current level of public services already provided within its boundaries.

Municipal Service Review Requirement

In accordance with Government Code Sections 56425 and 56430, when updating a Sphere of Influence, a Municipal Service Review (MSR) must also be prepared. The City's last MSR was completed in conjunction with the City's 2016 Sphere of Influence expansion and relied on water and sewer master plans from 2007. These plans should be updated to include the additional territory of the River Walk proposal.

Impacts on Special Districts

The proposed Specific Plan Area is currently within the boundaries of the Stanislaus Consolidated Fire Protection District, the Modesto Irrigation District, the Oakdale Irrigation District, and the Wendt Ranch Reclamation District. LAFCO will also consider impacts to these agencies. The Commission will deny proposals, pursuant to LAFCO policy, that would result in significant inmitigable adverse effects upon other service recipients or other agencies servicing the affected area unless the approval is conditioned to avoid such impacts. The environmental analysis should identify any future annexation that will include new tax sharing agreements or assessments and include a discussion of any resulting impacts. The City is encouraged to consult with each of these districts to resolve any concerns identified prior to application to LAFCO.

Please include LAFCO on the mailing list for any future environmental referrals involving this project, as we did not receive mailed notice of the NOP. If you have any questions, please contact our office at (209) 525-7660.

Sincerely,



Sara Lytle-Pinhey
Executive Officer

cc: LAFCO Commissioners
Robert J. Taro, LAFCO Counsel

CORRESPONDENCE – IN THE NEWS

Newspaper Articles

- The Modesto Bee, June 11, 2021, “Drought is back. How cities and irrigation districts in Stanislaus are limiting water.”
- The Modesto Bee, June 13, 2021, “Ceres council to vote on contracting Modesto for fire service. What are the costs?”
- The Modesto Bee, June 15, 2021, “Ceres approves contract with Modesto for fire services. What that means for residents.”
- The Modesto Bee, June 15, 2021, “Modesto wants a plan for more housing. Here’s where it’s hoping to build.”
- The Modesto Bee, June 20, 2021, “Riverbank would grow to McHenry under plan for 2,400 home. Not so fast, critics say.”
- The Modesto Bee, June 23, 2021, “Three cities in Stanislaus recycle wastewater for farmland. Will Riverbank join them.”
- The Modesto Bee, June 30, 2021, “In Stanislaus County, patients are waiting 45 minutes for an ambulance. Why so long?”
- Riverbank News, June 30, 2021, “City preparing EIR for River Walk Project.”

Drought is back. How cities and irrigation districts in Stanislaus are limiting water

By John Holland

The drought won't force sudden cuts in water use by city residents in Stanislaus County, because they are in conservation mode all the time.

You know the drill: Water only on the assigned days of the week, and never in the afternoon. Irrigate the lawn, not the sidewalk. And wash the car with a hose valve that you can turn on and off readily.

Over the years, those rules have helped sustain groundwater, the main source for residential users in the county. And they have stretched the Tuolumne River water that makes up much of the city of Modesto's supply.

The drought has varying effects for farmers, who use the vast majority of the county's water. Most are getting at least 75% of their accustomed amount from local rivers this year, and many can use wells to supplement this. But parts of the West Side of the San Joaquin Valley are getting nothing this year from the federal system.

Rain and snow were just 47% of average this year in the central Sierra Nevada watersheds that feed the north valley, the California Department of Water Resources reported Wednesday. Last year was just 61%.

But the past half-decade also has had wet years to help recharge aquifers and reservoirs. The wettest by far was the 181% of average in 2017. The storms were 74% of average in 2018 and 125% of average in 2019.

The upshot is that reservoirs in the region have less water than the historical average for this time of year. But most water agencies are putting only modest limits on users, with the hope that 2022 will be wetter. If it's dry, they could be forced into cuts like those in the latter part of the 2012-2016 drought.

Don Pedro Reservoir on the Tuolumne holds 84% of its historical average for this time of year, DWR said. It is owned by the Modesto and Turlock irrigation districts.

New Melones Reservoir on the Stanislaus River was at 87% of average. About a quarter of its inflow is claimed by the Oakdale and South San Joaquin irrigation districts. The rest goes to the federal Central Valley Project and to enhancing flows through the Sacramento-San Joaquin Delta.

METERS HAVE SAVED WATER

Residential use has declined thanks in part to water meters replacing the flat rates used for decades. In Turlock and Ceres, rates went up to pay for a river treatment plant scheduled for completion in 2023.

Details on water use limits for cities and other local agencies around the county:

Modesto: Addresses ending in even numbers can water on Tuesday, Thursday and Saturday. Odd addresses are Wednesday, Friday and Sunday. Watering is not allowed from noon to 7 p.m.

Salida: Supplied by Modesto, with the same rules.

Empire: Supplied by Modesto, same rules.

Ceres: Even-number addresses water on Tuesday and Saturday, odd numbers Sunday and Wednesday. No watering from noon to 7 p.m.

IN THE NEWS – The Modesto Bee, June 11, 2021 (Continued Page 2)

Keyes: Even addresses water on Tuesday, Thursday and Saturday, odd on Wednesday, Friday and Sunday. No watering from 1 to 7 p.m.

Turlock: Even addresses water on Tuesday and Saturday, odd on Wednesday and Sunday. No watering between 9 a.m. and 7 p.m.

Hughson: Even addresses water on Tuesday, Thursday and Saturday, odd on Wednesday, Friday and Sunday. No watering from noon to 7 p.m.

Denair: Residents can water any day of the week but never between 1 and 7 p.m.

Waterford: Even addresses water on Tuesday, Thursday and Saturday, odd on Wednesday, Friday and Sunday. No watering between 11 a.m. and 7 p.m.

Oakdale: Odd addresses water on Monday, Wednesday, Friday and Sunday. Even addresses can do it Tuesday, Thursday, Saturday and Sunday. No watering from 10 a.m. to 7 p.m.

Riverbank: Even addresses water on Tuesday, Thursday and Saturday, odd on Wednesday, Friday and Sunday. No watering between 10 a.m. and 7 p.m.

Patterson: Even addresses water on Tuesday, Thursday and Saturday, odd on Wednesday, Friday and Sunday. No watering between 10 a.m. and 7 p.m.

Newman: Residents can water any day of the week, but must stop between 1 and 6 p.m.

IRRIGATION DISTRICTS TAKE VARYING HITS

MID capped its growers at 36 vertical inches of river water per acre over the irrigation season. TID is at 34 inches. Both are about 80% of the usual deliveries. They got down around 40% in 2015, after multiple dry years drew Don Pedro low.

OID and SSJID do not have caps on their growers, but they are urged to conserve in case 2022 is dry. They had planned to sell surplus water to the West Side, but it was canceled due to worsening conditions in the watershed.

Zero federal water will flow this year to many West Side irrigation districts from the Delta down to Kern County. They include the Del Puerto Water District, which now meets part of its demand with recycled wastewater from Modesto, Ceres and Turlock.

Four districts between Crows Landing and Mendota are getting 75% of their federal supply because of water rights predating the federal system. They are the Central California Irrigation District, the San Luis Canal Co., the Firebaugh Canal Water District and the Columbia Canal Co.

Ceres council to vote on contracting Modesto for fire services. What are the costs?

By Kristin Lam

Modesto could begin providing all fire protection services for Ceres as soon as August if the Ceres City Council on Monday approves a proposed contract.

The contract option recommend by fire staff can save Ceres an average of \$234,000 annually for five years compared to the traditional city fire department model, per a council agenda report.

Modesto would hire Ceres firefighters and Ceres would continue to own its fire trucks and stations under the agreement. Oakdale signed a similar contract with Modesto two years ago, and its city manager praised the arrangement.

On Monday, the Ceres council may vote to approve one of three versions of the Modesto service agreement. All versions include benefits such as adding a division chief and a fire prevention inspector focusing on Ceres, Interim Fire Chief Michael Botto said in an email. Ceres would also gain a firefighter to staff an existing truck company.

But staff recommend the first contract option, Botto said, because it is the middle ground between cost and services. The first option would add an Advanced Life Support (ALS) firefighter company in Ceres, which the city lacks, Botto said. An ALS firefighter company could reduce delays for Ceres residents to receive emergency medical services because the countywide ambulance system is stressed, Botto said.

Meanwhile, the second option features both an ALS company and technical rescue services from Modesto. The third option would provide neither, documents show.

If the council opts to proceed with a traditional Ceres Fire Department, city staff have outlined a sustainable staffing plan that takes four years to complete. The department is understaffed, Botto has said in council meetings since March 8, when the council directed staff to research options for fire service contracts.

With decisions on the fire service agreement pending, the proposed budget for the 2021-2022 fiscal year accounts for a traditional Ceres fire agency. Council members on Monday are also scheduled to vote on the budget, which begins July 1. The proposed fire services contract through June 2026 also features a July 1 start date, but needs approval from the Modesto and Ceres councils, as well as the local agency formation commission.

Nevertheless, the Ceres council could opt to continue discussion on the proposed agreement in future meetings, City Manager Tom Westbrook said.

“Regardless of if regionalization happens or not, the administrative position has been included in the budget, just like if we were going to remain Ceres Fire Department,” Westbrook said. “We need to beef up the administrative component of the fire service and so year one we’re starting with the administrative battalion chief.”

PROPOSED MODESTO-CERES CONTRACT DETAILS SERVICES

Under the contract, Ceres would continue to own its fire vehicles and stations and pay to repair them if costs exceed \$5,000. Ceres would also pay for any planned improvements or upgrades, although Modesto would coordinate the work.

IN THE NEWS – The Modesto Bee, June 13, 2021 (Continued Page 2)

Emblems for Ceres Fire would stay on the trucks, Westbrook said, but Modesto may add a label saying it provides the services. The firefighters working those trucks would wear Modesto uniforms.

The city of Modesto will hire all Ceres Fire Department employees if the agreement is approved as is. Modesto intends to offer the former Ceres firefighters similar positions and ranks, the contract says.

Ceres would no longer be responsible for 33 funded full-time fire department positions, nor need to recruit new staff, including a chief. Botto, who retired from the Oakdale Fire Department in 2009, committed to work as interim chief through the end of June, Westbrook said.

Oakdale began a similar partnership with Modesto in July 2019 after ending an agreement with Stanislaus Consolidated Fire Protection District. Members of the Oakdale community also had concerns about identity, City Manager Bryan Whitemyer said, but rising costs and population made regionalization the logical choice.

The city has saved about \$300,000 annually in administration costs, Whitemyer said. Instead of paying for more fire supervisors working in an office, he said the city can afford more firefighters responding to calls. He called Modesto's fire service phenomenal, adding that regionalization is more efficient, especially when it comes to leadership.

"Our experience has been a seamless transition where we haven't even noticed the difference," Whitemyer said. "I don't think Ceres residents will notice a difference. You may have different logos, you may have different personnel at times, but the service will continue."

Oakdale contracting with Modesto has additionally improved the city's chances of getting resources from regional agencies such as the California Department of Forestry and Fire Protection, Whitemyer said.

The soonest Modesto could start providing Ceres fire protection services is early August, Botto said. Services may begin in September depending on several steps, including council votes and adopting a revised budget according to the contract option selected.

The council is scheduled to discuss the fire service agreement during its regular meeting at 6 p.m. Monday. Members of the public participate in the meeting via Zoom or in person at 2701 Fourth Street. In-person seating is limited to the first 30 people because of COVID-19 safety precautions.

Ceres approves contract with Modesto for fire services. What that means for residents

By Kristin Lam

The Ceres City Council on Monday approved contracting Modesto for fire services instead of following a plan to increase funding for its understaffed traditional fire department.

Voting 3-1 after nearly three hours of discussion with residents and firefighters, the majority said the contract makes Ceres residents safer with better services available faster at a lower cost.

Council Member Linda Ryno voted against the five-year contract, which next needs approval from the Modesto City Council. Modesto would hire Ceres firefighters and Ceres would continue to own its fire trucks and stations under the agreement.

Ryno raised concerns that the council heard of a sustainable staffing plan that takes four years to complete for the first time last month. The city may have been able to start the plan earlier, Ryno said. She also questioned why staff did not tell the council about delayed ambulance response times until Monday.

Ceres residents regularly wait 15 to 30 minutes for an ambulance, said Acting Capt. Jeremy Hackett, who is also the president of the Ceres firefighters union.

"I think finding out these things this late in the game and 'let's just jump into regionalization is really not what we owe our community,'" Ryno said. "I think we owe our community the opportunity, now that we know we have the other plan, that we look at a four- or five-year plan and strengthen our fire department."

But contracting with Modesto allows the firefighters in Ceres to put a paramedic on an engine company as soon as the agreement begins, Hackett said. Ceres currently lacks an Advanced Life Support (ALS) firefighter company. If the city chose to continue with a traditional fire department, developing and starting an ALS program would take a year, per a council agenda report.

"Unfortunately, right now we have qualified paramedics that must idly sit by and sometimes watch as patients get worse on scenes because we do not have the medications needed due to us not being advanced life support," Hackett said. "This is not in our nature. A paramedic would be utilized every day, multiple times a day (under the contract)."

MODESTO FIRE CHIEF RESPONDS TO CERES CONCERNS

Multiple Ceres residents also raised concerns over a loss of identity and longer firefighter response times because of the contract. Modesto Fire Chief Alan Ernst said response times will instead decrease, noting how the agreement adds three new fire positions in Ceres. He further called the contract a partnership and referred to an advisory committee required by the contract.

An advisory committee made up of the Ceres and Modesto city managers, two Ceres council members and Ernst would meet at least twice a year to give input on the fire services. A Modesto Fire administrator would also be available to participate in all of Ceres's council and department head meetings, Ernst said.

"This is not a takeover," Ernst said. "This is not disbanding any fire agency. We truly come in and partner with the city of Ceres, much like we have with the city of Oakdale and the Oakdale Fire Protection District."

The contract also does not allow Modesto to move fire equipment out of Ceres, Ernst said, and Ceres Fire logos will remain on trucks. The Ceres agreement also benefits Modesto and Oakdale, Ernst said.

IN THE NEWS – The Modesto Bee, June 15, 2021 (Continued Page 2)

The regionalized system as a whole gains more staffing, plus potential savings if staff find more ways to be efficient with combined resources, Ernst said.

With the recommended contract option, Ceres can save an average of \$234,000 annually for five years compared to the plan to boost the traditional city fire department. Council Members Bret Silveira said aiming to spend more on the understaffed traditional agency is unrealistic.

Silveira highlighted an urgent need for a fire prevention inspector added through the contract. In the traditional alternative, Ceres would not be able to add an inspector until the fourth year of the plan.

“We face huge liabilities every single day and have for years with our lack of inspections on buildings, businesses and everything,” Silveira said. “All that takes is one person to get hurt in a building or facility that we’re supposed to be inspecting, and we’re gonna write checks to those people that get hurt in those situations when they find out we haven’t had an inspection for that building for 10 years.”

Modesto could begin providing all fire protection services for Ceres as soon as August, Interim Ceres Fire Chief Michael Botto previously told The Bee. Ceres also needs to adopt a revised budget once the start date is set. One-time costs for the transition to the contract include paying for accrued vacation for Ceres firefighters because they will end their employment with the city, Botto said.

Modesto wants a plan for more housing. Here's where it's hoping to build.

By Kevin Valine

Modesto officials want a long-term vision for housing that looks at how the city can produce more of it, including the potential redevelopment of such sites as the old downtown courthouse, shuttered Municipal Golf Course and empty storefronts along major thoroughfares into mixed-use developments that include homes.

Officials will ask the City Council in July to hire Berkeley-based Opticos Design to create a housing plan at a cost not to exceed \$355,805. That includes a reuse study for the courthouse.

The council's Economic Development Committee recently recommended the council hire Opticos, which is the same consultant Modesto hired a couple of years ago to create a downtown master plan.

A state grant will pay for the housing plan. Modesto received \$625,000 from the state to be used for promoting the production of more housing. Besides the plan, Modesto will spend the grant on permit tracking software and financing efforts to expand housing opportunities, according to a city report.

The housing plan is expected to "present a comprehensive analysis of needs and opportunities and identify a strategy to arrive at the goal of developing more housing," according to the request for proposals Modesto issued when it sought consultants for this study.

That includes finding ways to make it easier for residential development to occur as well as looking at the barriers to building affordable housing.

Opticos also would look at the potential for redeveloping the now closed Modesto Municipal Golf Course, downtown sites as well as underused commercial property along major thoroughfares such as McHenry Avenue and Ninth Street.

Community and Economic Development Director Jaylen French said with more people shopping online it makes sense to look at the potential of remaking vacant or underused commercial properties with housing, dining, shopping and offices.

The housing plan also would look at the potential for redeveloping the downtown courthouse with housing, dining, stores and offices. That would include looking at the historic Hall of Records, which is part of the courthouse, as well as the old county jail next to the courthouse.

French said construction of the new downtown courthouse is expected to start by the end of this year and take three years.

TRAINS LINKING MODESTO TO BAY AREA

Stanislaus County and California own the existing courthouse. French said the city has complete buy-in from the county on looking at the potential reuses of the courthouse, and the county will coordinate with the state.

Opticos is expected to conduct extensive outreach to allow for public participation as it develops the housing plan. The work is expected to take about 10 months.

The city's request for proposals states that the extension of the Altamont Corridor Express commuter trains to downtown in 2023 is "expected to increase opportunities for large companies to locate in Modesto. Passenger rail service will also enhance the feasibility of new housing, particularly in downtown locations near the transit center."

IN THE NEWS – The Modesto Bee, June 15, 2021 (Continued Page 2)

Despite people working at home in the pandemic, French said in an email the city's vision for downtown remains viable because more people are returning to the office, making downtown an attractive place to live because of the connection with the Bay Area via ACE commuter trains.

"This is an ideal time for the City to comprehensively imagine the future of its residential neighborhoods," the request for proposals states. "With approximately 215,000 residents, the City is at the precipice of either staying a large town, or becoming a great City."

Riverbank would grow to McHenry under plan for 2,400 homes. Not so fast, critics say

By John Holland

Riverbank has released a plan for about 2,400 homes, along with businesses and parks, on farmland to the west of town.

The idea has drawn protests from farming advocates, who say this expanse is about as good as it gets for growing crops.

And a Modesto official said Riverbank's plan is "a significant deviation from established plans for this area." The bigger city is just starting to update its general plan, the main guide for growth.

The 993-acre project would stretch from Riverbank's current northwest corner to McHenry Avenue on the west. Patterson Road runs along the south edge of the plan area. The Stanislaus River is at the north.

The plan would bring a roughly 30% increase in the number of homes in Riverbank, over perhaps a decade. It now has about 25,000 residents.

The city proposes to annex the land on behalf of numerous parcel owners. Approval of specific land uses could take a year or two, said Donna Kenney, planning and building manager for Riverbank, in an email.

Another 529 acres, just to the south and west, would be reserved for future development decisions. This area has long frontages on McHenry and Patterson. A 150-acre solar plant is in the southwest corner.

The 993 acres are called River Walk. The city has just launched the environmental study on the plan, including a Zoom meeting held Thursday, June 17.

The landowners want to create a mix of housing densities suited to young families, seniors and other residents, consultant Steve McMurtry said at the meeting. He is a principal planner for De Novo Planning Group, based in El Dorado Hills.

DETAILS ON HOMES, SHOPS, PARKS

The plan includes:

1,550 low-density homes, up to eight per acre, on a total of 366 acres

702 medium-density homes, up to 16 per acre, on a total of 54 acres

180 high-density homes, averaging 18 per acre, on a total of 10 acres

71 acres of "mixed use," including retail, services and housing close to each other

60 acres of open space along the bluff overlooking the river, which would have habitat protections and trails

44 acres of parkland in other spots.

Part of River Walk would be for residents 55 and older. They could find services close by and get around on electric golf carts charged on site, McMurtry said.

IN THE NEWS – The Modesto Bee, June 20, 2021 (Continued Page 2)

The public has until July 5 to comment on what the environmental study should cover. The city will then release a draft report for further comment, followed by a final report. The project would go to the Riverbank Planning Commission, followed by the City Council.

The final step is approval by the county Local Agency Formation Commission. It oversees annexations by cities and considers farmland loss as one of the factors.

'TOP TIER OF QUALITY SOILS'

Farmland advocates have long urged protection for the project area. It provides a buffer between cities while supporting the region's huge food processing industry.

"The land proposed for urbanization is at the top tier of quality soils in the world, and with available water," said an email from Denny Jackman, a leader with the Farmland Working Group.

The plan area includes almond, walnut and cherry orchards along with fallow land. Farmland advocates said the soil is especially well suited to groundwater recharge through irrigation.

Jackman, a former Modesto city councilman, said Riverbank already has plenty of vacant land with lesser soil where it could expand.

This is known as a "sphere of influence," areas that are not yet in a city but could be annexed at some point. Riverbank's are mostly near its current western and eastern borders.

Much of the recent growth has happened near the Crossroads shopping center at the south end of town. Another phase just got under way.

Riverbank has a modest amount of downtown housing, but a plan approved in 2015 outlined how the core might be revived. Just to the west is a vacant cannery site where a walkable mix of homes and businesses was suggested.

MODESTO WATCHES FROM SOUTH

The Riverbank annexation emerges just as Modesto is starting work on an update of its general plan. Among the many issues is how far it should stretch into the farmland to the north.

In an email, Deputy City Manager Caluha Barnes said Modesto has just begun reviewing Riverbank's proposed growth and does not yet have a position on how the area should be used.

"That said, we acknowledge that the proposed area is a significant deviation from established plans for this area," she said. "We expect to better understand the potential impact after we have completed our review."

Comments on the River Walk Specific Plan can be emailed to dkenney@riverbank.org or mailed to Donna Kenney, City of Riverbank, 6707 Third St., Riverbank, CA 95367.

Three cities in Stanislaus recycle wastewater for farmland. Will Riverbank join them?

By John Holland

Riverbank is looking at upgrading its sewage plant to produce water clean enough for crops.

The city would join three others in Stanislaus County that recycle water from kitchen and bathroom drains for use on farms. Modesto, Ceres and Turlock send their highly treated effluent to the Del Puerto Water District on the West Side.

Riverbank would sell its water to farmers just to the north, possibly including some in the South San Joaquin Irrigation District.

It would not be a huge boost to the supply for SSJID, whose sources are much more abundant than Del Puerto's. But it could help Riverbank pay for sewage treatment upgrades likely to be required by the state, with or without the irrigation element.

The City Council discussed the results of a study on the idea June 8. The consultants will add public comments to the final version to be sent to the State Water Resources Control Board. It granted \$150,000 for the research.

The council will meet again on the issue after the state agency accepts the study, likely by late July, City Manager Sean Scully said. It could then decide whether to undertake further planning, including where and how the recycled water is delivered.

The cost could be about \$70 million based on one of the likelier options for enhancing treatment and delivering water to farms. The funding could include sewer rate increases, fees on developers, and state and federal grants, along with the income from farmers. Completion is at least four years off.

The study was done by the national engineering firm of Brown and Caldwell, along with Kjeldsen, Sinnock and Neudeck, based in Stockton and West Sacramento.

Water recycling has emerged as cities face higher standards for sewage treatment and many farmers struggle to secure long-term supplies.

The city of Oakdale has upgraded its treatment enough to supply cropland. A means for distributing this water has not been designed or funded.

PLANT LIES ALONG RIVER'S EDGE

The Riverbank treatment plant lies at the north end of town, along the Stanislaus River. The process starts with screening of solids, which go to a landfill near Manteca. The remaining wastewater goes into ponds where oxygen is added. It then moves to other ponds where some of the water evaporates and some seeps into the ground. The state board regulates the process to guard against pollution.

Using the wastewater on crops would require Riverbank to add filtration and disinfection to the process. The city would also have to install storage tanks for the cleansed water and a means of getting it to farmers.

One option is pipelines directly to farmers in a zone just north of the city but outside the SSJID boundary. Another is a pipeline to a district canal, where the water would be mixed with the main supply from the river.

The study estimated that the project could yield 2,550 acre-feet of irrigation water. That's less than 1% of the 300,000 acre-feet that SSJID can take from New Melones Reservoir each year.

IN THE NEWS – The Modesto Bee, June 23, 2021 (Continued Page 2)

The consultants projected a recycled water price of \$39 per acre-foot to start. A typical SSJID farmer pays \$9 per acre-foot this year.

The study said the direct piping option is more likely, at least in the near future. A key benefit for farmers: The water would arrive under pressure, allowing it to go right into sprinklers and drip irrigation lines. This would save them the cost of pumping groundwater.

A spokesperson for SSJID could not be reached for comment. The study said district leaders “expressed that they may be open to partnership with the City of Riverbank for receiving recycled water.”

‘WORKING EXACTLY AS PLANNED’ IN DEL PUERTO

The Del Puerto system started operating in 2018 with water from the sewage treatment plant for Modesto and Ceres. Turlock added its wastewater last year.

The farmers do not directly use this supply. Rather, the cities discharge the wastewater into the San Joaquin River, and Del Puerto withdraws an equal volume from the Delta-Mendota Canal, which is fed by the river.

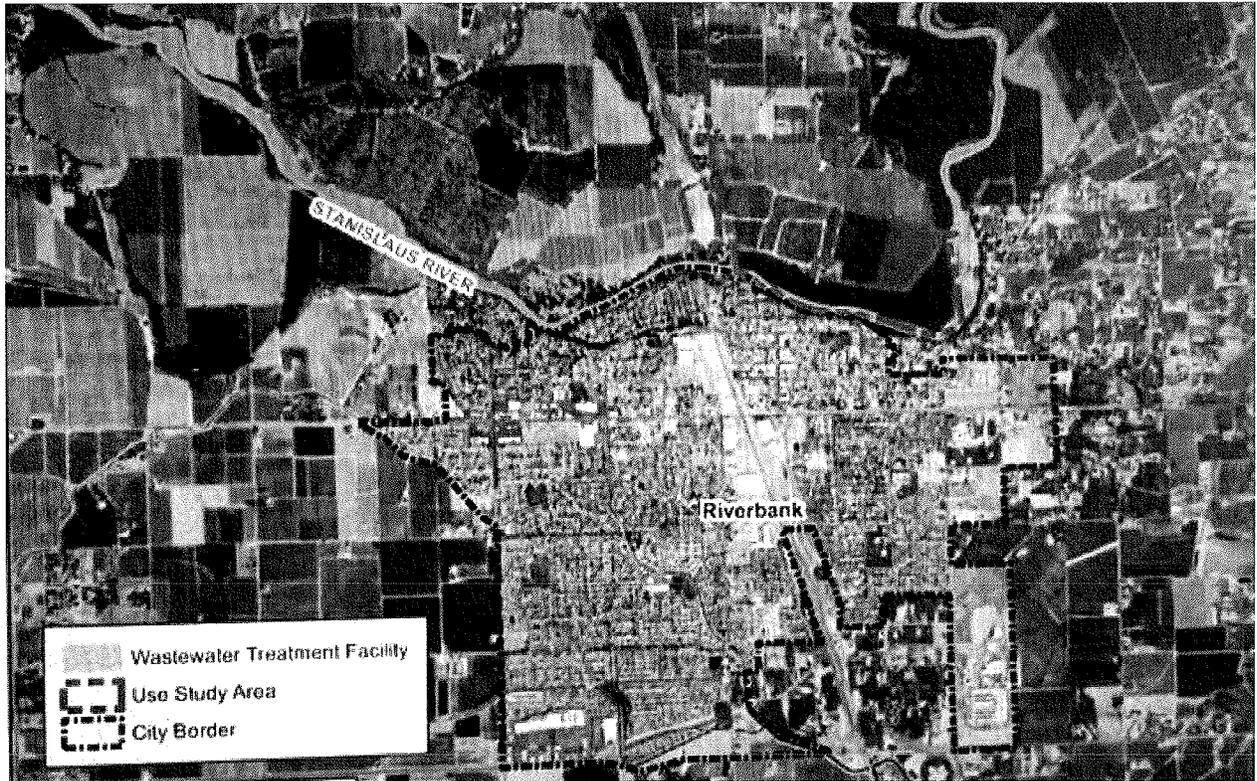
The project now provides about 27,000 of the 100,000 or so acre-feet of demand in the district, General Manager Anthea Hansen said. The volume could reach as much as 60,000 acre-feet as the city populations grow.

“It’s working exactly as planned,” Hansen said. “The cities have been great partners.”

Del Puerto covered the \$82 million construction cost. The district has about 45,000 farmland acres straddling Interstate 5 from Vernalis to Santa Nella.

It had been getting all of its water from the federal Central Valley Project, but that has declined sharply due to drought and Delta fish protections.

In the especially dry 2021, the allotment is zero for Del Puerto and other West Side districts lacking senior water rights. Hansen said her farmers are getting by with the recycled water, wells and storage from previous years.



In Stanislaus County, patients are waiting 45 minutes for an ambulance. Why so long?

By Ken Carlson

Stanislaus County leaders are directing attention to a faltering ambulance system in which responses longer than 35 minutes, or even 45 minutes, are happening too often, top officials said.

“Fortunately, we have not had a major catastrophe, but it is waiting to happen if we don’t address it,” said Richard Murdock, assistant director of the county office of emergency services.

American Medical Response has a 62-year history of ambulance service in the county, but staffing shortages partly stemming from low pay in the industry were made worse during the COVID-19 pandemic.

Paramedics and emergency medical technicians, working on the front lines of the pandemic, missed time on the job due to illness and quarantine, and the training programs that graduate recruits for ambulance providers were closed or severely cut back due to coronavirus regulations.

AMR’s general manager in Modesto says it left the company with few ways to fill the gaps in staffing.

County supervisors learned in an update from staff Tuesday that AMR is deploying fewer than half the ambulances in a 20-unit plan for covering the area including Modesto, Turlock, Ceres, part of Riverbank and other communities.

As a result, smaller health care districts in outlying areas, such as Oak Valley in Oakdale and Del Puerto in Patterson, are being dispatched into AMR’s territory under mutual aid agreements at a rate of 230 calls per month.

From January to May, other ambulance providers spent 540 hours responding to calls for AMR, according to Tuesday’s report to supervisors.

Murdock said health care districts are running close to eight mutual-aid calls per day. An Oak Valley ambulance that takes a patient to a Modesto hospital might get drawn into responding to multiple calls in Modesto because of an EMS system that dispatches the closest unit to an emergency, he said.

The Oak Valley and Patterson ambulance services are expected to serve their own districts, which are funded by local taxpayers.

County supervisors said they’re aware of unacceptable delays in ambulance response, such as the Salida fire crew that waited 45 minutes for an ambulance from Patterson to arrive and take a patient to the hospital.

“There have been several incidents,” Supervisor Buck Condit said. “It does not happen all the time but one time is too many.”

IN THE NEWS – The Modesto Bee, June 30, 2021 (Continued Page 2)

Paul Willette, director of Patterson District Ambulance Service, said mutual aid responses to Modesto and Turlock have increased over the last few years. Patterson is located 16 miles west of Turlock and is 17 miles from Modesto.

Willette said sometimes the emergency response system has peak demand and ambulance crews are waiting longer at hospitals to hand over a patient. He said the increase in calls to Modesto and Turlock are good reason for a review.

“When we are responding Code 3 (with lights and sirens) to a call in Modesto, there is something wrong,” Willette said. “I can’t just keep adding ambulances to offset that. It’s not fiscally sustainable for us to do.”

The health care district has two advanced life support ambulances running 24 hours a day and a 12-hour ambulance scheduled Monday through Saturday — for responding to emergencies in and around Patterson and to vehicle accidents on Interstate 5.

COUNTY WILL SEPARATE FROM EMS AGENCY

Stanislaus County is leaving the Mountain Valley Emergency Medical Services Agency, a joint powers authority that regulates ambulance service in five counties, and is developing a new model for administering EMS services locally.

AMR through a competitive bid process in 2019 was awarded a new contract for serving the Modesto and Turlock area. The contract obligates AMR to deploy resources for achieving standard response times of 7 to 12 minutes in life-threatening emergencies.

According to the update Tuesday, the company has not yet breached the contract. Three consecutive months of being out of compliance would trigger a letter from Mountain Valley giving them 30 days to remedy the problem.

Mountain Valley’s interim director said the agency is reviewing the long response times and other issues with legal counsel.

The general manager for AMR in Modesto discussed the staffing shortages at the May 25 county board meeting, saying staffing shortages and strain from the pandemic are impacting other AMR operations in the Bay Area and elsewhere in California.

Mountain Valley and county staff offered some recommendations Tuesday for dealing with the current issues. They included:

- Use of AMR supervisors to backfill unstaffed ambulance units.
- Reaching out to other AMR operations in the region for staffing support.
- Implementing a tiered response system that would send paramedics to high acuity calls and EMTs to less serious incidents.
- Modifying the system status plan and collaborating with other partners in the local system.

AMR General Manager Cindy Woolston said employees have left the company to pursue careers with fire agencies or go into the nursing field.

The company expects to increase hiring of paramedics over the next six months as academies turn out more graduates. It is also offering hiring bonuses and incentives for part-time employees to move into full-time positions, Woolston said.

The new personnel should put more ambulance units on the road, reducing the need for mutual aid, but the hiring process is going to take time, she said.

AMR TALKING WITH LOCAL FIRE AGENCIES

AMR has held recent talks with Modesto Fire Department and plans to meet with Stanislaus Consolidated Fire Protection District. One idea is staffing an ambulance unit or two with fire agency paramedics when a “status zero” is called, meaning no ambulances are available.

Condit, a former captain for Stanislaus Consolidated, said he was not aware of that being tried before.

“We will see where that goes,” Condit said.

Mountain Valley could also possibly allow units from outside the county to respond more regularly, such as an ambulance from Ripon handling a call in the north part of Stanislaus County.

County supervisors expect to receive another progress report in August on the EMS system and a restructuring of Mountain Valley. Stanislaus could administer local emergency services in-house, while Calaveras, Mariposa, Amador and Alpine counties explore other options for the JPA.

CITY PREPARING EIR FOR RIVER WALK PROJECT

Earlier this month the City of Riverbank released a notice of preparation of an Environmental Impact Report (EIR) and Scoping Meeting for the River Walk Specific Plan. This development project has not been considered by the Planning Commission or City Council; however, plans and proposals have begun.

City Manager Sean Scully noted that the Council has had the development of a plan in the proposed area on their strategic objectives for a number of years. The EIR and specific plan will most likely be completed before it is presented to the Council for consideration.

“There’s still a bit of process before any full documents will be available for comprehensive review but the initial steps are well underway,” said Scully. “In addition there are a number of steps the developer and City must step through with regard to LAFCo (Local Agency Formation Commission). Most of those (steps) are still many months out.”

The City of Riverbank’s Planning and Building Manager Donna Kenney provided a summary of the Project Location, Project Setting, Goals and Objectives, and Project Characteristics and Description. The proposed Project includes a proposed Specific Plan, as well as a Sphere of Influence (SOI) Amendment.

As noted in the report, the proposed Project is located in the unincorporated area of Stanislaus County and adjacent to the City of Riverbank, north of Patterson Road/State Route (SR) 108, east of McHenry Avenue, and approximately two miles northwest of downtown Riverbank. The entire Project Area includes approximately 1,522 acres within the unincorporated county adjacent to the City of Riverbank. The River Walk Plan Area includes a 993-acre area to be annexed and subsequently developed. The remaining land within the Project Area is part of the SOI Amendment, and would be held as Reserve land for possible long-range planning at some future time.

The report lists that the current uses in the Project Area are predominantly agricultural operations, 25 home sites and one horse ranch along with storage buildings, shop buildings, and barn structures. There is also a commercial nursery business, truck storage area, and an additional 150-acre solar farm and Modesto Rifle Club exist in the southwest portion of the Project Area.

The principal objective of the proposed Project stated in the report is the expansion of the City of Riverbank Sphere of Influence, and approval and subsequent implementation of the Specific Plan. The quantifiable objectives include expansion of the Riverbank Sphere of Influence by approximately 1,522 acres, annexation of approximately 993 acres into the Riverbank City limits, extension of infrastructure to the annexed area to serve development, and the subsequent development of the annexed area for: Low Density Residential, Medium Density Residential, High Density Residential, Mixed-Use, and Parks/Recreation, including all infrastructure and utilities necessary to service the development.

The Draft EIR will examine: aesthetics, agricultural and forest resources, air quality, biological resources, cultural resources, energy, geology/soils, environmental justice, greenhouse gases/climate change, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/circulation, tribal cultural resources, utilities, wildlife, and cumulative impacts, and growth inducing impacts.

There will be a second Scoping Meeting held by the developer and consultant, scheduled for Thursday, July 15. Those interested can send comments and questions to dkenney@riverbank.org.

The public can review the detailed report of the project online at: www.riverbank.org/DocumentCenter/View/2653/NOP-Project-Description_River-Walk-SP_6-3-21 or www.riverbank.org/DocumentCenter/View/2653/NOP-Project-Description_River-Walk-SP_6-3-21.

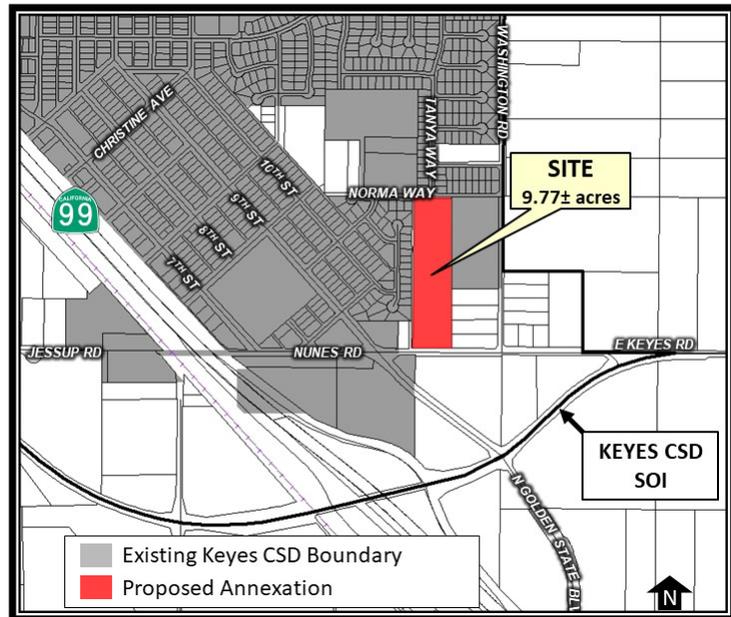
**EXECUTIVE OFFICER'S AGENDA REPORT
JULY 28, 2021**

**LAFCO APPLICATION NO. 2021-04:
NORMA WAY CHANGE OF ORGANIZATION
TO THE KEYES COMMUNITY SERVICES DISTRICT**

PROPOSAL

The project is a request to annex approximately 9.77 acres into the Keyes Community Services District (Keyes CSD) to provide sewer and water services to a residential subdivision. The Commission recently approved an annexation of the same territory into County Service Area 26 – Keyes.

1. Applicant: Gold Star Investments, LLC
2. Location: The proposal is located in the Keyes area north of Nunes Road and south of Norma Way near the Nunes Road and Washington Road intersection. (See Map)
3. Parcels Involved and Acreage: The project includes Assessor's Parcel Number (APN) 045-071-006 which contains approximately 9.77 acres. (See Exhibit "A" Map and Legal Description.)
4. Reason for Request: The annexation to Keyes CSD is being requested to provide sewer and water services to an approved residential subdivision and commercial lot.



BACKGROUND

In November of 2018, the Stanislaus County Board of Supervisors approved Vesting Tentative Subdivision Map Application No. 2017-0013, Gold Star Investments, LLC. The map includes 28 single family residential lots and a 4.02-acre commercial remainder. As part of the County's approval, a condition was included that requires that the area annex into the Keyes CSD.

FACTORS

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires several factors to be considered by a LAFCO when evaluating a proposal. The following discussion pertains to the factors, as set forth in Government Code Section 56668 and 56668.3:

- a. ***Population and population density; land area and land use; per capita assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; the likelihood of significant growth in the area, and in adjacent incorporated and unincorporated areas, during the next 10 years.***

The proposed change of organization will serve the Norma Way subdivision. The subdivision was approved in November 2018 by the Stanislaus County Board of Supervisors. The proposed annexation will include 28 single family residential parcels and 4.02-acre commercial remainder. Annexation into the Keyes CSD is a condition of approval required by Stanislaus County.

The subdivision is considered an infill project and is surrounded by similar low-density residential uses that are already within the CSD. The project site is zoned R1-US (Single-Family Residential Urban Service District). Annexation to the District will not change or lead to change in the zoning. The subject parcel is located in Tax Code Area 072-014. The current total assessed value for the parcel within the proposed annexation area is \$1,005,000.00.

- b. The need for organized community services; the present cost and adequacy of governmental services and controls in the area; probable future needs for those services and controls; probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.***

The proposed annexation will provide sewer and water services to the project site. The Keyes CSD has indicated that it is able to provide services to the project site. Infrastructure improvements will be installed by the developer of the subdivision. The project site is surrounded by similar low-density residential development and is considered an infill project.

- c. The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county.***

There are no social or economic communities of interest as defined by the Commission in the area. The proposal is consistent with adopted Commission policies to encourage efficient and effective delivery of governmental services.

- d. The conformity of both the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities set forth in Section 56377.***

The territory is located within an area that is zoned R1-US (low-density residential) by Stanislaus County. The 4.02-acre remainder is currently zoned R1-US but is designated as Commercial in the Keyes Community Plan for future commercial development. The proposed annexation will provide services to the approved subdivision.

- e. The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by Section 56016.***

The proposal will not result in the loss of agricultural land and will not affect the physical and economic integrity of agricultural land. The land is currently zoned for low-density residential uses by Stanislaus County, is designated as low density residential and commercial in the Keyes Community Plan, and is considered in-fill development.

- f. The definiteness and certainty of the boundaries of the territory, the nonconformance***

of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of unincorporated territory, and other similar matters affecting proposed boundaries.

The proposed boundary includes one existing parcel to be subdivided into 28 low-density residential parcels and a 4.02-acre remainder. The proposal is fully within the current Sphere of Influence of the District.

g. *A regional transportation plan adopted pursuant to Section 65080*

The Regional Transportation Plan (RTP) is prepared and adopted by the Stanislaus Association of Governments (StanCOG) and is intended to determine the transportation needs of the region as well as strategies for investing in the region's transportation system. According to the CEQA documentation, the developer of the subdivision will be required to pay Keyes Community Plan Mitigation Funding Program fees per the Keyes Community Plan adopted on April 18, 2000. The fees will be applied per dwelling and will be applied towards the future signal improvement at the SR-99 and Keyes Road ramp intersections.

h. *The proposal's consistency with city or county general and specific plans*

The proposal is consistent with the Stanislaus County General Plan and Keyes Community Plan, which designates the territory as Low Density Residential and Commercial.

i. *The sphere of influence of any local agency, which may be applicable to the proposal being reviewed.*

The territory is within the Keyes Community Services District's Sphere of Influence. The proposal is consistent with those adopted spheres of influence and Commission policies. The proposed territory is also within the Spheres of Influence of the Keyes Fire Protection District, Turlock Mosquito Abatement District, Turlock Irrigation District, and County Service Area 26 (Keyes).

j. *The comments of any affected local agency or other public agency.*

All affected agencies and jurisdictions have been notified pursuant to State law requirements and the Commission adopted policies. No comments have been received from any local or public agencies.

k. *The ability of the receiving entity to provide services which are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.*

The Keyes CSD has indicated that it is willing and able to serve the project site. The Developer will be responsible for installing all necessary infrastructure improvements required for the sewer and water connections. Once the site is on line, service and maintenance will be financed through the collection of sewer and water charges.

l. *Timely availability of water supplies adequate for projected needs as specified in Government Code Section 65352.5.*

Keyes Community Services District (CSD) has indicated that it is able to provide water service to the subdivision. Currently, the District has 4 groundwater wells that provide drinking water to District customers. The District recently completed an arsenic treatment facility to remediate arsenic levels that are present in the area.

- m. The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7.***

The proposed annexation will serve 28 new single family residential lots and a 4.02-acre remainder. The lots will contribute towards regional housing needs.

- n. Any information or comments from the landowner or owners, voters, or residents of the affected territory.***

All of the landowners within the area have consented to the proposed annexation. No information or comments, other than what was provided in the application, have been received as of the drafting of this report.

- o. Any information relating to existing land use designations.***

All territories within the proposal are zoned R-1 US (Single-Family Residential Urban Service District) within the Stanislaus County Zoning Ordinance and are designated as "Low Density Residential" in the General Plan. The 28 proposed lots are designated as low density residential and the 4.02-acre remainder is designated as commercial in the Keyes Community Plan. There are currently no plans to change the land uses.

- p. The extent to which the proposal will promote environmental justice.***

As defined by Government Code §56668, "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services. Staff has determined that approval of the proposal would not result in the unfair treatment of any person based on race, culture or income with respect to the provision of services within the proposal area.

- q. Information contained in a local mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the Public Resources Code, if it is determined that such information is relevant to the area that is the subject of the proposal.***

According to the project's Initial Study, the project site has not been identified as being within a very high fire hazard severity zone.

DISCUSSION

Based on the information provided by Stanislaus County in its application, annexation of the project site can be considered a logical extension of the District's boundaries. Staff has

determined that the proposed annexation is consistent with Government Code and LAFCO policies.

Waiver of Protest Proceedings

Pursuant to Government Code Section 56662(d), the Commission may waive protest proceedings for the proposal when the following conditions apply:

1. The territory is uninhabited.
2. All of the owners of land within the affected territory have given their written consent to the change of organization.
3. No subject agency has submitted written opposition to a waiver of protest proceedings.

As all of the above conditions have been met, the Commission may waive the protest proceedings in their entirety.

ENVIRONMENTAL REVIEW

Stanislaus County, as "Lead Agency" under the California Environmental Quality Act (CEQA) prepared an initial study for the approved subdivision. In November of 2018, the Stanislaus County Board of Supervisors approved and adopted a Mitigated Negative Declaration for General Plan Amendment and Vesting Tentative Subdivision Map Application, PLN2017-0013 – Gold Star Investments, LLC. LAFCO as a Responsible Agency, must consider the environmental documentation prepared by the County. The proposed annexation will not result in a change of land use under the current zoning, which is under Stanislaus County jurisdiction. The Notice of Determination and Initial Study prepared by the County are attached to this report as Exhibit "B".

ALTERNATIVES FOR COMMISSION ACTION

Following consideration of this report and any testimony or additional materials that are submitted at the public hearing for this proposal, the Commission may take one of the following actions:

- Option 1** APPROVE the proposal, as submitted by the applicant.
- Option 2** DENY the proposal.
- Option 3** CONTINUE this proposal to a future meeting for additional information.

STAFF RECOMMENDATION

Approve Option 1. Based on the information and discussion contained in this staff report, and the evidence presented, it is recommended that the Commission adopt attached Resolution No. 2021-11, which:

- a. Certifies, as a Responsible Agency under CEQA, that the Commission has considered the environmental documentation prepared by Stanislaus County as Lead Agency;

- b. Finds the proposal to be consistent with State law and the Commission's adopted Policies and Procedures;
- c. Waives protest proceedings pursuant to Government Code Section 56662(d); and,
- d. Approves LAFCO Application 2021-04: Norma Way Change of Organization to the Keyes Community Services District as outlined in the resolution.

Respectfully submitted,

Javier Camarena

Javier Camarena
Assistant Executive Officer

Attachments - Exhibit A: Map and Legal Description
Exhibit B: Stanislaus County Initial Study, Mitigation Monitoring Plan and Notice of Determination
Exhibit C: LAFCO Resolution No. 2021-11

EXHIBIT A

Map & Legal Description

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ANNEXATION NO. 2021-__
ANNEXATION TO KEYES COMMUNITY SERVICES DISTRICT
LEGAL DESCRIPTION

ALL that certain real property, being a portion of and situate in the southeast quarter of the southeast quarter of Section 30, Township 4 South, Range 10 East, Mount Diablo Meridian, County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING at the southeast corner of said southeast quarter of Section 30, said southeast corner being marked with a 1.5" iron pipe in a monument well; thence along the South line of said southeast quarter North 89°43'30" West 423.00 feet to a point on the southerly extension of the West line of Parcel "A", as shown in Book 25 of Parcel Maps, at Page 112, Stanislaus County Records, and the **THE TRUE POINT OF BEGINNING**;

Course #1: thence along said southerly extension South 00°28'02" West 30.00 feet to a point on the South right-of-way line of Nunes Road (60 feet wide), as said right-of-way line is described in Book 3304 of Official Records, at Page 222, Stanislaus County Records;

Course #2: thence along said South right-of-way line North 89°43'30" West 307.56 feet to a point on the East line of the California Truck Center Change of Organization annexation, filed for record as Document No. 2021-0001739, Stanislaus County Records;

thence along the exterior line of said annexation the following two (2) courses:

Course #3: North 00°39'56" East 10.00 feet;

Course #4: North 89°43'30" West 278.88 feet;

Course #5: thence leaving said exterior line and proceeding North 00°16'30" East 20.00 feet to the southwest corner of the Kenneth O. Diehl annexation of 1971, Resolution #112, last said corner being a point on the South line of said Section 30;

Course #6: thence along the South line of said Diehl annexation and said South line of Section 30 South 89°43'30" East 259.67 feet to a point which is 10.00 feet distant at right angles easterly of the southerly extension of the East boundary of that certain map titled "Subdivision No. 1, Town of Keyes", filed for record in Volume 16 of Maps, at Page 45, Stanislaus County Records;

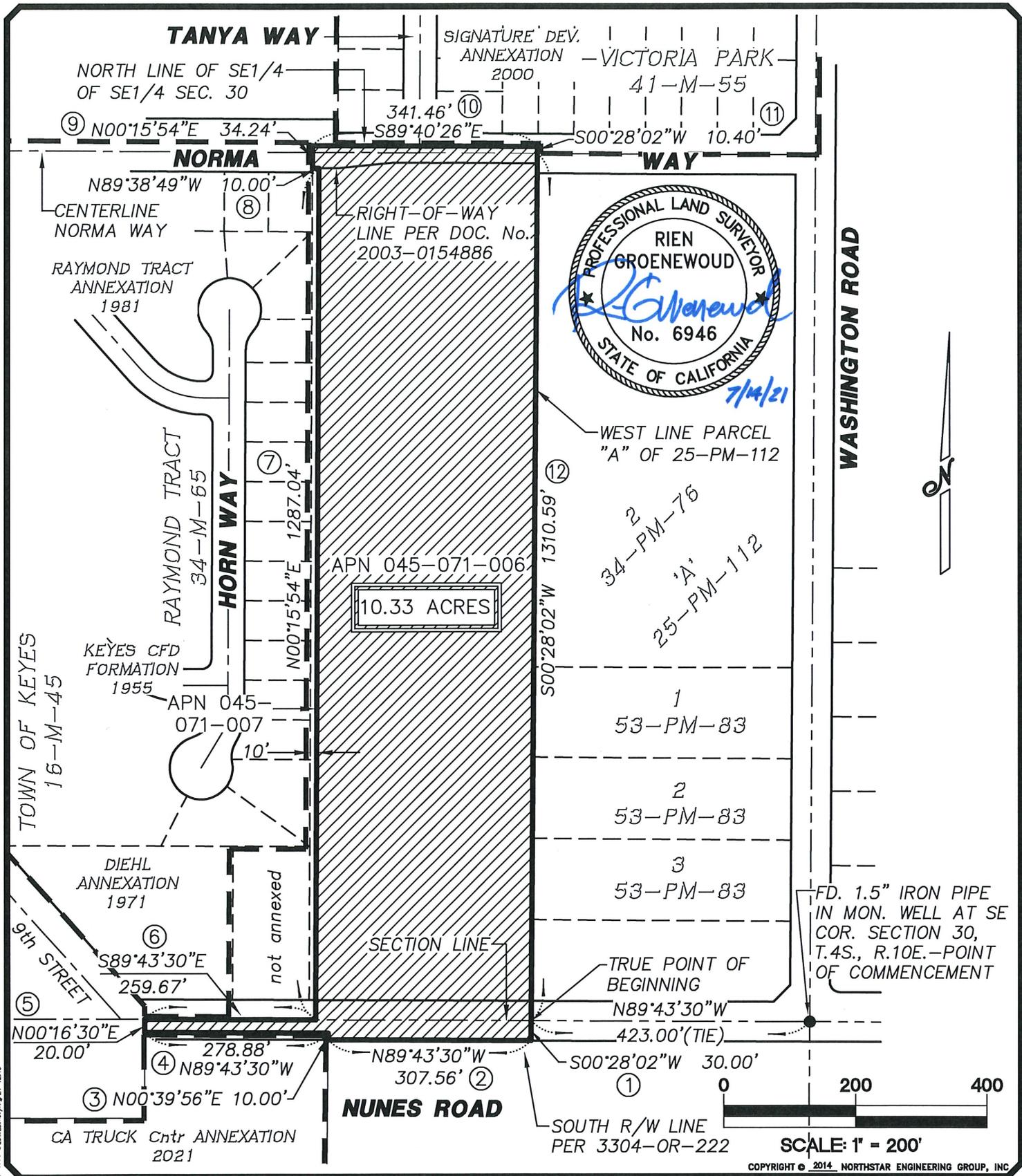
- Course #7: thence parallel with said southerly extension and said East line of said map North 00°15'54" East 1287.04 feet to a point on the South line of a road easement, as described in Document No. 2003-0154886, Stanislaus County Records;
- Course #8: thence along said South line of a road easement North 89°38'49" West 10.00 feet to a point on the East line of the Raymond Tract annexation of 1981, Resolution No. 185;
- Course #9: thence along said East line of the Raymond Tract annexation North 00°15'54" East 34.24 feet to the northeast corner of said Raymond Tract annexation, last said corner being also a point on the North line of said southeast quarter of the southeast quarter;
- Course #10: thence along said North line of the southeast quarter of the southeast quarter and the South line of the Signature Development annexation of 2000, Resolution No. 375, South 89°40'26" East 341.46 feet to an angle point in last said South line, said angle point being also and angle point on said West line of Parcel "A";
- Course #11: thence continuing along said South line of the Signature Development annexation and said West line of Parcel "A" South 00°28'02" West 10.40 feet to an angle point in last said South line;
- Course #12: thence leaving said South line of the Signature Development and continuing along said West line of Parcel "A" and its southerly extension thereof South 00°28'02" West 1310.59 feet to the Point of Beginning.

Gross Area of Annexation Boundary containing 10.33 acres more or less.


 Rien Groenewoud, P.L.S. 6946



7/14/21



DWG NAME: K:\J16-1776 Keyes Norma Way (DMS) Mapping\Exhibits\16-1776-08020-08021-12-48

NorthStar
Engineering Group, Inc.
 • CIVIL ENGINEERING • SURVEYING • PLANNING •
 620 12th Street Modesto, CA 95354
 (209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY
 LEGAL DESCRIPTION**

STANISLAUS COUNTY

CALIFORNIA

JOB:	J16-1776
DATE:	07/14/21
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG

SHEET
01
 OF 01

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EXHIBIT B

**CEQA Initial Study
Mitigation Monitoring Plan &
Notice of Determination**

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CEQA INITIAL STUDY

Adapted from CEQA Guidelines APPENDIX G Environmental Checklist Form, Final Text, December 30, 2009

- 1. **Project title:** General Plan Amendment Rezone, Vesting Tentative Subdivision Map Application No. PLN2017-0013 – Gold Star Investment, LLC
- 2. **Lead agency name and address:** Stanislaus County
1010 10th Street, Suite 3400
Modesto, CA 95354
- 3. **Contact person and phone number:** Denzel Henderson, Assistant Planner
- 4. **Project location:** 4827 Nunes Road, south of Norma Way and west of Washington Road, in the Community of Keyes. (APN:045-071-006)
- 5. **Project sponsor’s name and address:** Gold Star Investments, LLC
528 E. Main Street
Turlock, CA 95380
- 6. **General Plan designation:** LDR (Low Density Residential)
- 7. **Zoning:** R-1 US (Single-Family Residential Urban Services)
- 8. **Community Plan** Low Density Residential (Northern section)
Commercial (Southern section)
- 8. **Description of project:**

This is a request to create 28-residential lots ranging in size from 5,100± square feet to 8,500± square feet and a 4± acre remainder lot from a 9.54± acre site in the R-1 US (Single Family Residential – Urban Services) zoning district. The request also includes an amendment to portions of the Keyes Community Plan from Commercial to Low-Density Residential. The subdivision proposes to connect to the neighboring residential subdivision “Keyes 19 South” drainage basin; however, if the neighboring subdivision improvements fail to be constructed prior to this project, an independent stormwater retention basin has been designed replacing two of the proposed lots, resulting in a 26-residential lot creation. The project will be serviced with water and sewer services from the Keyes Community Services District.

The site has a General Plan designation of Low Density Residential, a zoning designation of Single-Family Residential with Urban Services, and a Community Plan Designation of LDR (Low Density Residential) and Commercial. The site is developed with two single-family dwellings and accessory structures on the south side of the parcel which is proposed to become a remainder parcel.

-
9. **Surrounding land uses and setting:** The site is surrounded by residential lots to the west and north, and ranchettes to the east. To the south are vacant agriculture and plan development properties, scattered single-family dwellings lots leading to highway 99. Immediately adjacent east is a vacant lot that was recently approved for residential subdivision Keyes 19 South.
10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):** Department of Public Works
Stanislaus Local Agency Formation Commission
California Department of Transportation
San Joaquin Valley Air Pollution District
Turlock Irrigation District
Keyes Community Service District

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

- Aesthetics
- Agriculture & Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology / Soils
- Greenhouse Gas Emissions
- Hazards & Hazardous Materials
- Hydrology / Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation / Traffic
- Utilities / Service Systems
- Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature on file.
Signature

July 2, 2018
Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, than the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, “Earlier Analyses,” may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration.

Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

- a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). References to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
 - 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
 - 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
 - 9) The explanation of each issue should identify:
 - a) the significant criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

ISSUES

I. AESTHETICS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Discussion: The site is not considered to be a scenic resource or a unique scenic vista. Community standards do not dictate the need or desire for an architectural review of agricultural or residential subdivisions. The project site is currently improved with a single-family dwelling and an accessory structure. The structures will remain on the newly created 4-acre remainder parcel. The northern portion of the lot is proposed to be developed into 28-residential lots along with necessary improvements (street improvements, landscaping, and drainage basin). The project is not expected to degrade any existing visual character of the site or surrounding area. Any lighting installed with the subdivision shall be designed to reduce any potential impacts of glare per the County's Public Works adopted Standards and Specifications.

Mitigation: None

References: Application; Stanislaus County General Plan and Support Documentation¹.

II. AGRICULTURE AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?			X	
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X

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

Discussion: The project site is 9.54± acres in size and is improved with a single-family dwelling, accessory structure, and predominately undeveloped land. The project site has soils classified by The California Department of Conservation Farmland Mapping and Monitoring Program as “Urban and Built-Up Land”. The United States Department of Agriculture (USDA) Natural Resources Conservation Service’s Eastern Stanislaus County Soil Survey, shows that the dominant soil present is Dinuba sandy loam, 0 to 1 percent slopes and is grade one with a storie index of 81. A storie Index rating from 80-100 and Grade I and II are considered to be prime farmland; however, this site is zoned R-1 (US) and is designated as Urban and Built-Up Land.

The project site is surrounded by residential parcels to the west, north, and east. The parcel located to the east has been approved for a residential subdivision titled “Keyes 19 South”; and to the south are a mix of scattered single-family dwellings and vacant parcel before highway 99. The location is between the city of Ceres and Turlock. The closest agriculturally zoned property is adjacent to the southern border across Nunes Road; however, the proposed development is located more than 300-feet from the closets Agriculture property which exceeds the Agriculture Buffer requirement.

A referral response received from the Turlock Irrigation District (TID) described a 30-inch irrigation pipeline and control structure on the project site belonging to Improvement District 770. The irrigation facilities are to remain unless the downstream parcels abandon the services. TID also commented that the existing dirt ditch that serves the parcel shall be removed and the opening in the control structure be sealed. TID also requires that all grading be finished to elevations that are at least six inches higher than any adjacent irrigated ground with a protective berm to prevent irrigation water from reaching non-irrigated properties. Conditions of approval will be placed on the project to comply with these requirements.

The project site is considered to be in-fill development and will not contribute to the loss of farmland or forest land. The project is not anticipated to create any adverse impacts to any adjacent agriculture.

Mitigation: None

References: California State Department of Conservation Farmland Mapping and Monitor Program- Stanislaus County Farmland Finder 2018; United States Department of Agriculture; Referral response received from Turlock Irrigation District dated December 13, 2017; Stanislaus County General Plan and Support Documentation¹.

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

Discussion: The project site is within the San Joaquin Valley Air Basin, which has been classified as “severe non-attainment” for ozone and respirable particulate matter (PM-10) as defined by the Federal Clean Air Act. The San Joaquin Valley Air Pollution Control District (SJVAPCD) has been established by the State in an effort to control and minimize air pollution. As such, the District maintains permit authority over stationary sources of pollutants.

The project was referred to SJVAPCD who responded, that the project specific annual emissions of criteria pollutants are not expected to exceed any of the following District’s significance thresholds: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5). Therefore, the District concluded that the Project would have a less than significant impact on air quality when compared to the above-listed annual criteria pollutant emissions significance thresholds. The district also included conditions of approval with ways to further reduce project impacts to air quality to less than significant thresholds.

The project will not conflict with, or obstruct implementation of, any applicable air quality plan. The construction phase of this project will be required to meet SJVAPCD’s standards and to obtain all applicable permits.

Mitigation: None

References: San Joaquin Valley Air Pollution Control District’s letter dated December 5, 2017; San Joaquin Valley Air Pollution Control District’s Small Project Analysis Level (SPAL) guidance; Stanislaus County General Plan and Support Documentation¹

IV. BIOLOGICAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			X	

Discussion: The project site is currently developed with single-family dwellings and detached accessory structures. The proposed project will subdivide the 9.54± acre parcel into 28 residential lots ranging in size from 5,100 square feet to

8,500 square feet; with a General Plan of LDR (Low Density Residential) , zoning designation of R-1 US (Single Family Residential with Urban Services) and a Keyes Community Plan designation of Low Density Residential. The 4± acre remainder parcel will continue to have a General Plan LDR a zoning designation of R-1 US and Community Plan of Commercial.

The California Department of Fish and Wildlife’s California Natural Diversity Database (CNDDDB) website identifies the Ceres quadrant as having four species listed as candidates for endangered or threatened species. The Swainson’s Hawk, Tricolored blackbird, Steelhead – Central Valley DPS, and the Valley Elderberry Longhorn Beetle are all identified as candidates for endangered or threatened species for the Ceres quadrant. There is no evidence to suggest that this project would result in impacts to sensitive and endangered species or habitats, locally designated species, wildlife dispersal or mitigation corridors.

The project was referred to the California Department of Fish and Wildlife (CDFW) but no comments have been received as a part of the Early Consultation referral. The project site does not appear to contain streams or ponds that could be considered Waters of the United States. The project will not conflict with a Habitat Conservation Plan, a Natural Community Conservation Plan, or other locally approved conservation plans. Impacts to endangered species or habitats, locally designated species, wildlife dispersal or mitigation corridors are considered to be less than significant.

Mitigation: None

References: Application Material; California Department of Fish and Wildlife California Natural Diversity Database; Stanislaus County General Plan and Support Documentation¹

V. CULTURAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

Discussion: The Keyes Community Plan Update identified that a potential exists for discovery of previously identified buried archaeological resources. A records search, prepared by the Central California Information Center (CCIC), indicated that no prehistoric or historic archaeological resources or historic properties known to have value to local cultural groups were formally reported to the CCIC and, as such, the project site has a low-sensitivity for the possible discovery of historical resources. Conditions of approval will be placed on the project to protect any pre-historic or historic resources found during construction activities. Based on the aforementioned record searches, Staff has determined that additional consultation is not warranted; however, a condition of approval will be placed on the project requiring that if any archaeological or cultural resources are found during construction, activities shall halt until an on-site archaeological mitigation program has been approved by a qualified archaeologist.

Mitigation: None

References: Keyes Community Plan adopted April 18, 2000; Application; Record Search from Central California Information Center dated December 12, 2016; Stanislaus County General Plan and Support Documentation¹

VI. GEOLOGY AND SOILS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

Discussion: According to the United States Department of Agriculture NRCS web soil survey, the site is listed as containing Dinuba Sandy Loam soil, 0 to 1 percent slopes. As contained in Chapter Five of the General Plan Support Documentation, the areas of the County subject to significant geologic hazard are located in the Diablo Range, west of Interstate 5; however, as per the California Building Code, all of Stanislaus County is located within a geologic hazard zone (Seismic Design Category D, E, or F) and a soils test may be required as part of the building permit process. The applicant provided a preliminary soils report to the Department of Public Works for review. After reviewing the soils report, the Public Works Department provided comments and a condition of approval to address stormwater management to be consistent with the department standards.

Any earth moving must be approved by Public Works as complying with adopted Standards and Specifications, which consider the potential for erosion and run-off prior to permit approval. The Building Division may utilize the results from the soils test, or require additional soils tests, to determine if unstable or expansive soils are present. If such soils are present, special engineering of any structures will be required to compensate for the soil deficiency. Any structures resulting from this project will be designed and built according to building standards appropriate to withstand shaking for the area in which they are constructed. Per the County’s Safety Element of the General Plan, the site is not located in the most hazardous areas for earthquakes, or flooding areas.

Mitigation: None

References: Application material; Referral response received from Stanislaus County Department of Public Works dated on April 16, 2018; Stanislaus County General Plan and Support Documentation¹

VII. GREENHOUSE GAS EMISSIONS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Discussion: The principal Greenhouse Gasses (GHGs) are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), and water vapor (H₂O). CO₂ is the reference gas for climate change because it is the predominant greenhouse gas emitted. To account for the varying warming potential of different GHGs, GHG emissions are often quantified and reported as CO₂ equivalents (CO₂e). In 2006, California passed the California Global Warming Solutions Act of 2006 (Assembly Bill [AB] No. 32), which requires the California Air Resources Board (ARB) design and implement emission limits, regulations, and other measures, such that feasible and cost-effective statewide GHG emissions are reduced to 1990 levels by 2020. GHGs emissions resulting from residential projects include emissions from temporary construction activities, energy consumption, and additional vehicle trips.

Minimal greenhouse gas emissions will occur during construction. Construction activities are considered to be less than significant as they are temporary in nature and are subject to meeting SJVAPCD standards for air quality control.

The proposed structures are subject to the mandatory planning and design, energy efficiency, water efficiency and conservation, material conservation and resources efficiency, and environmental quality measures of the California Green Building Standards (CALGreen) Code (California Code of Regulations, Title 24, Part 11). The California Energy Commission (CEC) has published reports estimating the percentage deductions in energy use resulting from these new standards. Based on CEC’s discussion on average savings for Title 24 improvements, these CEC savings percentages by end use can be used to account for a 22.7% reduction in electricity and a 10% reduction in natural gas use for single-family residential units.

As mentioned in the Air Quality section, the project was referred to SJVAPCD and the project specific annual emissions of criteria pollutants are not expected to exceed any of the Air District significance thresholds. The analysis of mobile source pollution within the Air Quality section based on SPAL would apply in regards to Greenhouse Gas Emissions as well. Therefore, the proposed project would pose less than significant impacts air emissions.

Mitigation: None

References: San Joaquin Valley Air Pollution Control District’s letter dated December 5, 2017; San Joaquin Valley Air Pollution Control District’s Small Project Analysis Level (SPAL) guidance, California Air Pollution Control Officers Association Quantifying Greenhouse Gas Mitigation Measures (August 2010); Stanislaus County General Plan and Support Documentation¹

VIII. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	

Discussion: The Envirostor Database was accessed to determine if the property was listed as potential hazardous waste or superfund site. The project site located at 4827 Nunes Road was not identified as a hazardous site. No known hazardous materials are on-site. Pesticide exposure is a risk in areas located in the vicinity of agricultural uses. Sources of exposure include contaminated groundwater, which is consumed and drift from spray applications. Applications of sprays are strictly controlled by the Agricultural Commissioner and can only be applied after first obtaining permits. The groundwater is not known to be contaminated in this area. The Department of Environmental Resources (DER) is responsible for overseeing hazardous materials in this area. To date, there has not been any comment letters received from DER or the Stanislaus Consolidated Fire District in regards to hazardous material management. The project is located outside any land designated a fire hazard severity zone by Cal Fire per the County’s Safety Element of the General Plan. The property is served by the Keyes Fire Protection District and will pay fire impact fees for all new construction. The project site is not located near an airport and is therefore not included in any airport land use compatibility plan.

Mitigation: None

References: Application material; Department of Toxic Substances Control (<http://www.envirostor.dtsc.ca.gov>); Airport Land Use Commission Plan¹; Stanislaus County General Plan and Support Documentation¹

IX. HYDROLOGY AND WATER QUALITY -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?			X	

Discussion: On-site areas subject to flooding have not been identified by the Federal Emergency Management Agency and/or County designated flood areas. Development of the project sites will include paving for the roadway, houses pads, driveways, curb, gutter and sidewalks. This type of development will alter the existing drainage pattern of the sites. Stormwater is being proposed to be managed for the development through a storm drain retention basin; however, it is the preference to connect to the adjoining residential subdivision “Keyes 19 South” drainage basin. If the neighboring subdivision “Keyes 19 South” improvements fail to be constructed prior to this project, an independent stormwater retention basin has been designed replacing two of the proposed lots resulting in a 26-residential lot creation. The stormwater is proposed to be conveyed for the development through gravity by gutter to each basin. Preliminary drainage plans were reviewed and have been conditioned to conform to the Public Works Department Standards. A condition of approval will be added to require the project site to annex into the existing County Service Area (CSA) to provide funding for maintenance of the system in perpetuity.

The proposed project will be served with domestic water from Keyes Community Service District (CSD). The applicant has received a will serve letter from Keyes CSD for each lot. Water quality and supply is monitored by Keyes CSD.

A referral response received from the Central Valley Regional Water Quality Control District provided a list of the Board’s permits and programs that may be applicable to the proposed project. The developer will be required to contact Regional Water to determine which permits/standards must be met prior to construction as a condition of approval.

Mitigation: None

References: Application material; Keyes Community Service District Will Serve Letter dated November 28, 2016; Referral response from the Central Valley Regional Water Quality Control District dated December 11, 2017; Referral response received from Stanislaus County Department of Public Works dated on April 16, 2018; Stanislaus County General Plan and Support Documentation¹

X. LAND USE AND PLANNING -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Physically divide an established community?			X	
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Discussion: The land use designations for the project site include a General Plan designation of Low Density Residential (LDR), a Zoning Designation of R-1 US (Single-Family Residential with Urban Services), and a Keyes Community Plan designation of Low Density Residential (LDR) & Commercial. The LDR General Plan designation intent is to provide locations and adequate areas for single-family detached homes in either conventional or clustered configurations. The zoning designation Single-Family Residential – Urban Services zoning district allows for a minimum parcel size of 5,000 square feet when serviced by public water and sewer.

The project site is currently developed with single-family dwelling and detached accessory structure. The proposed project will subdivide the 9.54± acre parcel into 28-residential lots ranging in size from 5,100 square feet to 8,500 square feet, and the Community Plan Designation will be changed from Commercial to LDR. The 4± acre remainder parcel will continue to have a General Plan Designation of LDR, a Zoning Designation of R-1 US and Community Plan Designation of Commercial. The proposed project will not physically divide an established community. The project is a residential in-fill development located within the Community of Keyes.

As described earlier, each lot will be served with domestic water and sewer from the Keyes Community Services District. The proposed project was presented to the Stanislaus County Subdivision Committee and all of the committee's comments have been incorporated into the project.

The proposed project will not conflict with any applicable habitat conservation plan or natural community conservation plan, as there are none in the area.

Mitigation: None

References: Application; Referral response from Stanislaus County Subdivision Committee dated February 14, 2018; Zoning Ordinance; Stanislaus County General Plan and Support Documentation¹

XI. MINERAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Discussion: The location of all commercially viable mineral resources in Stanislaus County has been mapped by the State Division of Mines and Geology in Special Report 173. There are no known significant resources on the site.

Mitigation: None

References: Stanislaus County General Plan and Support Documentation¹

XII. NOISE -- Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Discussion: New construction would result in a temporary increase in noise and, as such, a standard condition of approval will be added to the project to address the temporary increase in noise by limiting hours of construction. The project is not included in any airport land use compatibility plan, nor is it located near any private airports.

Mitigation: None

References: Stanislaus County General Plan and Support Documentation¹

XIII. POPULATION AND HOUSING -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Discussion: The proposed project will not create significant service extensions or new infrastructure which could be considered as growth inducing, as services are available to neighboring properties. At full build-out the proposed parcels could only create a total of 28 residential units per the R-1 US zoning district. The extension of Keyes Community Services District (CSD) water and sewer services will not induce any further growth as the development is an in-fill project. The site is surrounded by similar low density residential development.

Mitigation: None

References: Application Materials; Stanislaus County General Plan and Support Documentation¹

XIV. PUBLIC SERVICES --	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Would the project result in the substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?			X	
Police protection?			X	
Schools?			X	
Parks?			X	
Other public facilities?			X	

Discussion: The County has adopted Public Facilities Fees, school and Fire Facility Fees on behalf of the appropriate district, to address impacts to public services. All new dwellings will be required to pay the applicable Public Facility Fees through the building permit process. The Sheriff’s Department also uses a standardized fee for new dwellings that will be incorporated into the Conditions of Approval. The Stanislaus County Department of Parks and Recreation has calculated an in-lieu fee which will be paid by the developer to accommodate increased recreation needs occurring as a result of the residential development. A referral was sent to the Keyes Union School District but no response has been received to date. However, schools fees will be collected prior to issuance of any new dwelling.

A referral response was received from Turlock Irrigation District (TID) regarding impacts to irrigation and electric facilities. The Districts comments will be incorporated as conditions of approval to protect the existing infrastructure and allow for safe placement of new infrastructure for irrigation and electrical facilities.

Lastly, a referral response was received by the Local Agency Formation Commission (LAFCO) regarding the water and sewer service being provided to the project site. LAFCO stated that the project site is currently outside the boundaries of the Keyes Community Service District service area. Prior to the commencement of services LAFCO has requested that the project site be annexed into the Keyes Community Service District. A condition of approval will be added to address these concerns.

Mitigation: None

References: Application material; Referral response from LAFCO, dated December 7, 2017; Referral response from Turlock Irrigation District, dated December 13, 2017; Stanislaus County General Plan and Support Documentation¹

XV. RECREATION --	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Discussion: The General Plan requires at least three net acres of developed neighborhood parks, or the maximum number allowed by law, to be provided for every 1,000 residents. Based on the number of lots being created, conditions of approval will be added to the project to require in-lieu park fees of \$2,050. These fees will be required prior to issuance of a building permit for each lot.

Mitigation: None

References: Stanislaus County General Plan and Support Documentation¹

XVI. TRANSPORTATION/TRAFFIC -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		X		
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	

Discussion: According to the Federal Highway Administration the average daily vehicle trips per household is 9.6, which would equal 537.6 additional trips per day as a result of project approval (28 proposed Parcels, 56 new units x 9.6 = 537.6). The project proposes to create two new cul-de-sac (Street B & Tanya Way) and a hammerhead design on Street C until the neighboring parcels develop. The main roads for the Community of Keyes include Faith Home Road, Keyes Road, Golden State Boulevard, and Rohde Road, 7th Street, Nunes Road, and Washington Road which are all classified as collectors. No direct access is proposed from Nunes Road, which is located along the southern boundary of the project site. The proposed project also includes curb, gutter, and sidewalks. It is not anticipated that the proposed project will have any significant impacts on transportation or traffic. All development related to the project must be completed to the satisfaction of the Stanislaus County Department of Public Works.

The increased number of vehicle trips per day is not considered to be significant, as the 28 parcels will be in-fill and have been anticipated as residential development within the Keyes Community Plan.

This project was referred to the Department of Public Works and the State of California Department of Transportation (CalTrans). CalTrans responded with conditions of approval to include the fair share improvements to the ramps at State Route 99/Keyes Road; and to be notified when the proposed remainder parcel develops.

The Keyes Community Plan Environmental Impact Report (EIR) anticipated traffic impacts to the Keyes Road and State Route 99 ramp intersections, and adopted mitigation measures to address those impacts. A fair share amount shall be paid prior to the issuance of a building permit for any new dwelling. The County's Environmental Review Committee, submitted a referral response with the applicant's fair share amount, as determined by the Keyes Community Plan. The fair share amount has been updated to account for inflation. These fees have been added as a mitigation measure.

Mitigation:

1. Prior to issuance of any building permit for a single-family dwelling, the applicant shall pay the Keyes Community Plan Mitigation Funding Program fees for Low Density Residential (R-1) per the Keyes Community Plan Adopted on April 18, 2000. The fees were calculated in 2003 at \$178.92 per dwelling. With the fees adjusted for inflation using the Engineering News-Record index, the April 2017 fees are \$293.43 per dwelling.

References: Application; Referral response from Department of Transportation, dated December 18, 2017; Referral response from Environmental Review Committee, dated February 14, 2018; Keyes Community Plan EIR adopted April 18, 2000; Stanislaus County General Plan and Support Documentation¹

XVII. UTILITIES AND SERVICE SYSTEMS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Discussion: The project will be served by the Keyes Community Service District (CSD) with public water and sewer services. A will serve letter received from the Keyes CSD indicates that the developer will be responsible for installing all necessary infrastructure improvements required for the public water and sewer connections. The developer also must submit improvement plans to the District for review and approval. These requirements will be required as conditions of approval for the project.

The project site is currently not located within the Keyes CSD service area and therefore a referral response was received from the Local Agency Formation Commission Organization (LAFCO) that the project site will need to be annexed into the Keyes CSD prior to service. As part of the LAFCO referral response, information regarding the proposed utilities service regarding quantity and quality of the water being served was requested.

The subdivision proposes to connect to the neighboring residential subdivision "Keyes 19 South" drainage basin; however, if the neighboring subdivision improvements fail to be constructed prior to this project, an independent stormwater retention basin has been designed replacing two of the proposed lots resulting in a 26-residential lot creation. County Public Works has reviewed this request and preliminary approved the connection and has attached conditions of approval to ensure compliance with County regulations.

Mitigation: None

References: Application material; Keyes Community Service District Will Serve Letter, dated November 28, 2016; Referral response from LAFCO, dated December 7, 2017; Referral response received from Stanislaus County Department of Public Works dated on April 16, 2018; Stanislaus County General Plan and Support Documentation¹

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE --	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Discussion: Review of this project has not indicated any features, which might significantly impact the environmental quality of the site and/or adjacent areas.

¹Stanislaus County General Plan and Support Documentation adopted in August 23, 2016, as amended. *Housing Element* adopted on April 5, 2016.

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10th Street, Suite 3400, Modesto, CA 95354

Planning Phone: (209) 525-6330 Fax: (209) 525-5911

Building Phone: (209) 525-6557 Fax: (209) 525-7759

Stanislaus County
Planning and Community Development

Mitigation Monitoring and Reporting Program

Adapted from CEQA Guidelines sec. 15097 Final Text, October 26, 1998

May 17, 2018

- 1. Project title and location: General Plan Amendment & Vesting Tentative Subdivision Map Application No. PLN2017-0013 - Gold Star Investments, LLC
2. Project Applicant name and address: Gold Star Investments, LLC
3. Person Responsible for Implementing Mitigation Program (Applicant Representative): Stanislaus County Department of Public Works
4. Contact person at County: Denzel Henderson, Assistant Planner

MITIGATION MEASURES AND MONITORING PROGRAM:

List all Mitigation Measures by topic as identified in the Mitigated Negative Declaration and complete the form for each measure.

XVI. TRANSPORTATION/TRAFFIC

No.1. Prior to issuance of any building permit for a single-family dwelling, the applicant shall pay the Keyes Community Plan Mitigation Funding Program fees for Low Density Residential (R-1) per the Keyes Community Plan Adopted on April 18, 2000.

- Who Implements the Measure: Applicant
When should the measure be implemented: At time of permit issuance
When should it be completed: At time of permit issuance
Who verifies compliance: Stanislaus County Planning and Community Development Department
Other Responsible Agencies: Stanislaus County Public Works Department

I, the undersigned, do hereby certify that I understand and agree to be responsible for implementing the Mitigation Program for the above listed project.

Signature on file.

Person Responsible for Implementing Mitigation Program

May 21, 2018

Date

MITIGATED NEGATIVE DECLARATION

NAME OF PROJECT: General Plan Amendment & Vesting Tentative Subdivision Map Application No. PLN2017-0013 – Gold Star Investments, LLC

LOCATION OF PROJECT: 4827 Nunes Road, south of Norma Way and west of Washington Road, in the Community of Keyes. APN: 045-071-006

PROJECT DEVELOPER: Gold Star Investments, LLC
528 E. Main Street
Turlock, CA 95380

DESCRIPTION OF PROJECT: This is a Request to create 28-residential lots, ranging in size from 5,100± square feet to 8,500± square feet, and a 4± acre remainder parcel from a 9.54± acre lot zoned R-1 US (single-family residential Urban Services) zoning district. The request includes an amendment to a portion of the site's Keyes Community Plan Designation from Commercial to Low Density Residential.

Based upon the Initial Study, dated **July 2, 2018**, the Environmental Coordinator finds as follows:

1. This project does not have the potential to degrade the quality of the environment, nor to curtail the diversity of the environment.
2. This project will not have a detrimental effect upon either short-term or long-term environmental goals.
3. This project will not have impacts which are individually limited but cumulatively considerable.
4. This project will not have environmental impacts which will cause substantial adverse effects upon human beings, either directly or indirectly.

The aforementioned findings are contingent upon the following mitigation measures (if indicated) which shall be incorporated into this project:

XVI. TRANSPORTATION/TRAFFIC

No.1 Mitigation Measure: Prior to issuance of any building permit for a single-family dwelling, the applicant shall pay the Keyes Community Plan Mitigation Funding Program fees for Low Density Residential (R-1) per the Keyes Community Plan Adopted on April 18, 2000. The fees were calculated in 2003 at \$178.92 per dwelling. With the fees adjusted for inflation using the Engineering News-Record index, the April 2017 fees are \$293.43 per dwelling.

The Initial Study and other environmental documents are available for public review at the Department of Planning and Community Development, 1010 10th Street, Suite 3400, Modesto, California.

Initial Study prepared by: Denzel Henderson, Assistant Planner

Submit comments to: Stanislaus County
Planning and Community Development Department
1010 10th Street, Suite 3400
Modesto, California 95354

SUMMARY OF RESPONSES FOR ENVIRONMENTAL REVIEW REFERRALS

PROJECT: GENERAL PLAN AMENDMENT & VESTING TENTATIVE SUBDIVISION MAP PLN2017-0013 - GOLD STAR INVESTMENTS, LLC

REFERRED TO:	RESPONDED			RESPONSE			MITIGATION MEASURES		CONDITIONS			
	2 WK	30 DAY	PUBLIC HEARING NOTICE	YES	NO	WILL NOT HAVE SIGNIFICANT IMPACT	MAY HAVE SIGNIFICANT IMPACT	NO COMMENT NON CEQA	YES	NO	YES	NO
CA DEPT OF FISH & WILDLIFE	X	X	X		X							
CA DEPT OF TRANSPORTATION DIST 10	X	X	X	X		X			X			X
CA OPR STATE CLEARINGHOUSE	X	X	X	X				X		X		X
CA RWQCB CENTRAL VALLEY REGION	X	X	X	X				X		X	X	
CITY OF TURLOCK	X	X	X		X							
COMMUNIUTY SERVICES DISTRICT KEYES	X	X	X		X							
COOPERATIVE EXTENSION	X	X	X		X							
FIRE PROTECTION DIST: KEYES	X	X	X		X							
IRRIGATION DISTRICT: TID	X	X	X	X				X		X	X	
MOSQUITO DISTRICT: TURLOCK	X	X	X		X							
MT VALLEY EMERGENCY MEDICAL	X	X	X		X							
MUNICIPAL ADVISORY COUNCIL: KEYES	X	X	X		X							
PACIFIC GAS & ELECTRIC	X	X	X		X							
POSTMASTER:	X	X	X		X							
RAILROAD: UNION PACIFIC	X	X	X		X							
SAN JOAQUIN VALLEY APCD	X	X	X	X				X		X	X	
SCHOOL DISTRICT 1:KEYES UNION	X	X	X		X							
SCHOOL DISTRICT 2: TURLOCK JOINT UNIFIED	X	X	X		X							
STAN CO AG COMMISSIONER	X	X	X		X							
STAN CO BUILDING PERMITS DIVISION	X	X	X		X							
STAN CO CEO	X	X	X		X							
STAN CO DER	X	X	X		X							
STAN CO ERC	X	X	X	X			X		X			X
STAN CO FARM BUREAU	X	X	X									
STAN CO HAZARDOUS MATERIALS	X	X	X	X							X	
STAN CO PARKS & RECREATION	X	X	X		X							
STAN CO PUBLIC WORKS	X	X	X	X				X		X	X	
STAN CO SHERIFF	X	X	X		X							
STAN CO SUPERVISOR DIST 2: CHIESA	X	X	X		X							
STAN COUNTY COUNSEL	X	X	X		X							
STANCOG	X	X	X									
STANISLAUS FIRE PREVENTION BUREAU	X	X	X		X							
STANISLAUS LAFCO	X	X	X	X				X		X	X	
SURROUNDING LAND OWNERS			X		X							
TELEPHONE COMPANY: ATT	X	X	X		X							
TRIBAL CONTACTS												
(CA Government Code §65352.3)	X	X	X		X							
US MILITARY AGENCIES												
(SB 1462) (5 agencies)	X	X	X		X							
USDA NRCS	X	X	X		X							

STANISLAUS COUNTY
DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
1010 10th Street, Suite 3400
Modesto, California 95354

NOTICE OF DETERMINATION

Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

Project Title: General Plan Amendment & Vesting Tentative Subdivision Map Application No. PLN2017-0013 – Gold Star Investments, LLC

Applicant Information: Coy Stark, Gold Star Investments, LLC, 528 E. Main Street, Turlock, CA 95380

Project Location: 4827 Nunes Road, south of Norma Way and west of Washington Road, in the Community of Keyes, Stanislaus County. APN: 045-071-006.

Description of Project: Request to create 28 residential lots ranging in size from 5,100± to 8,500± square feet and a 4± acre remainder lot from a 9.54± acre site, located in the R-1 US (Single Family Residential – Urban Services) zoning district. The request also includes an amendment to a portion of the Keyes Community Plan from Commercial to Low-Density Residential. The subdivision proposes to connect to the neighboring residential subdivision, approved but not yet developed, "Keyes 19 South" drainage basin, located adjacent to the southeast corner of the proposed subdivision. However, if the neighboring subdivision improvements fail to be constructed prior to this project, an independent stormwater retention basin has been designed replacing two of the proposed lots, resulting in a 26 residential lot creation.

Name of Agency Approving Project: Stanislaus County Board of Supervisors

Lead Agency Contact Person: Kristin Doud, Senior Planner

Telephone: (209) 525-6330

This is to advise that the Stanislaus County Board of Supervisors, on **November 6, 2018**, has approved the above described project and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

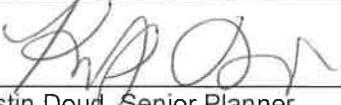
The **Mitigated Negative Declaration** and record of project approval may be examined at:
Stanislaus County Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, California 95354

3. Mitigation measures **were** made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan **was** adopted for this project.
5. A statement of Overriding Considerations **was not** adopted for this project.
6. Findings **were** made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public @ <http://www.stancounty.com/planning/pl/agenda-min.shtm>

Dated

11/6/2018



Kristin Doud, Senior Planner
Stanislaus County Planning & Community Development

EXHIBIT C

Draft LAFCO Resolution No. 2021-11

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**STANISLAUS COUNTY LOCAL AGENCY
FORMATION COMMISSION**

RESOLUTION

DATE: July 28, 2021

NO. 2021-11

**SUBJECT: LAFCO APPLICATION NO. 2021-04 - NORMA WAY CHANGE OF ORGANIZATION
TO THE KEYES COMMUNITY SERVICES DISTRICT**

On the motion of Commissioner _____, seconded by Commissioner _____, and approved by the following vote:

Ayes: Commissioners:
Noes: Commissioners:
Absent: Commissioners:
Ineligible: Commissioners:

THE FOLLOWING RESOLUTION WAS ADOPTED:

WHEREAS, Stanislaus County has requested to annex approximately 9.77 acres located between Norma Way and Nunes Road into the Keyes Community Services District;

WHEREAS, the Commission has conducted a public hearing to consider the proposal on July 28, 2021, and notice of said hearing was given at the time and in the form and manner provided by law;

WHEREAS, the territory is within the current sphere of influence of the Keyes Community Services District;

WHEREAS, the territory is considered uninhabited as it contains less than 12 registered voters;

WHEREAS, the purpose of the proposal is to allow the subject territory to receive extended services offered by the Keyes Community Services District, including sewer and water services;

WHEREAS, Stanislaus County, as Lead Agency, prepared and subsequently approved a Mitigated Negative Declaration for the proposal in compliance with the California Environmental Quality Act (CEQA);

WHEREAS, the proposal will not result in the loss of agricultural land, as the development is considered infill;

WHEREAS, in the form and manner provided by law pursuant to Government Code Sections 56153 and 56157, the Executive Officer has given notice of the public hearing by the Commission on this matter; and

WHEREAS, the Commission has, in evaluating the proposal, considered the report submitted by the Executive Officer, which included factors set forth in Government Code Section 56668, and any testimony and evidence presented at the meeting held on July 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Commission:

1. Certifies, in accordance with CEQA, as a Responsible Agency, that it has considered the Mitigated Negative Declarations prepared by Stanislaus County.
2. Determines that: (a) the subject territory will be within the Keyes Community Services District with approval of the proposal; (b) approval of the proposal is consistent with all applicable spheres of influence, overall Commission policies and local general plans; (c) there are less than twelve (12) registered voters within the territory and it is considered uninhabited; (d) all the owners of land within the subject territory have given their written consent to the annexation; (e) no subject agencies have submitted written protest to a waiver of protest proceedings; and (f) the proposal is in the interest of the landowners within the territory.
3. Approves the proposal subject to the following terms and conditions:
 - a. The applicant shall pay State Board of Equalization fees, pursuant to Government Code Section 54902.5.
 - b. The applicant agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers and employees from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void or annul LAFCO's action on a proposal or any action relating to or arising out of such approval, and provide for the reimbursement or assumption of all legal costs in connection with that approval.
 - c. In accordance with Government Code Sections 56886(t) and 57330, the subject territory shall be subject to the levying and collection of all previously authorized charges, fees, assessments or taxes of Keyes Community Services District.
 - d. The effective date of the change of organization shall be the date of recordation of the Certificate of Completion.
 - e. The application submitted has been processed as a change of organization consisting of annexation to the Keyes Community Services District.
4. Designates the proposal as the "Norma Way Change of Organization to the Keyes Community Services District".
5. Waives the protest proceedings pursuant to Government Code Section 56662(d) and orders the change of organization subject to the requirements of Government Code Section 57200 et. seq.
6. Authorizes and directs the Executive Officer to prepare and execute a Certificate of Completion in accordance with Government Code Section 57203, upon receipt of a map and legal description prepared pursuant to the requirements of the State Board of

Equalization and accepted to form by the Executive Officer, subject to the specified terms and conditions.

ATTEST:

Sara Lytle-Pinhey
Executive Officer

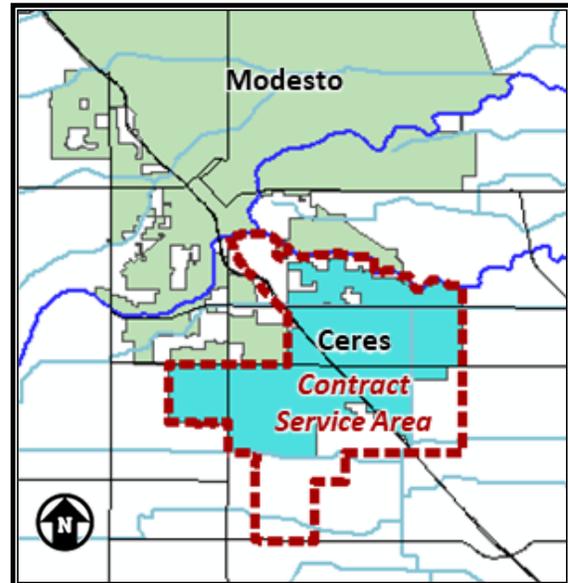
**EXECUTIVE OFFICER'S AGENDA REPORT
JULY 28, 2021**

**LAFCO APPLICATION NO. 2021-05:
CITY OF MODESTO FIRE SERVICE CONTRACT WITH THE CITY OF CERES**

APPLICANT: City of Modesto

LOCATION: The affected area includes the entire jurisdictional boundaries of the City of Ceres and its service areas, including the Modesto-Ceres Fire Protection Agency and Ceres Fire Protection District boundaries. (See Map, Exhibit A.)

REQUEST: The City of Modesto submitted an application to provide extended fire protection services outside its jurisdictional boundaries to the City of Ceres, including the areas covered under the Modesto-Ceres Fire Protection Agency (for the Industrial Fire Protection District) and the Ceres Fire Protection District. (See Application, Exhibit B.) The City of Modesto and City of Ceres recently entered into an agreement for services that requires LAFCO review pursuant to Government Code Section 56134.



BACKGROUND

Effective January 1, 2016, Government Code Section 56134 requires LAFCO review and approval of fire protection contracts or agreements for the exercise of new or extended fire protection services outside a public agency's jurisdictional boundaries. A contract or agreement is defined as one that either transfers responsibility for more than 25% of an agency's service area or affects employment status for more than 25% of employees of an agency. Fire contracts or agreements were previously exempt from Commission review (as are other agreements between two entities providing like services). Mutual aid agreements are not generally subject to such review. However, any fire service contract meeting the above thresholds must now seek LAFCO review and approval. Government Code Section 56134 is attached in full as Exhibit C for the Commission's information.

In March of this year, the City of Ceres began the process of exploring a potential contract for fire services. Ceres staff examined a cost comparison between its current fire department services and a proposal by the City of Modesto. Modesto prepared an agreement and cost plan to provide the following services within the City of Ceres and its service areas: fire protection, prevention, suppression, and related services including emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including confined space rescues and water rescues. The agreement was approved during public hearings by the City of Ceres on June 14, 2021 and by the City of Modesto on July 13, 2021.

DISCUSSION

State law and Commission policies encourage the efficient delivery of services. While annexation or consolidation is typically the preferred method for the extension of services outside an agency's existing boundary, contracts or agreements for fire service are a common alternative that offer flexibility for the agencies involved.

Plan for Services

Government Code Section 56134 requires proposed contracts for fire service include a Plan for Services detailing how fire services will be provided and funded. The City of Modesto prepared a Plan for Services that is included with its application (attached as Exhibit B). Many of the details of the Plan are contained within the fire service agreement itself, also included in the City of Modesto's application.

Pursuant to the agreement, the City of Modesto will provide fire protection services over the entire territorial jurisdictions of the City of Ceres and the areas covered by the Modesto-Ceres Fire Protection Agency (a joint powers agreement serving the Industrial Fire Protection District boundaries) and the Ceres Fire Protection District. This accounts for approximately 9,300 acres of additional territory for the City of Modesto's service area. Over 48,000 residents reside in this additional territory. The City of Modesto will be hiring 35 employees from the Ceres Fire Department. Funding from the agreement will also support the addition of a division chief and fire inspector. Both the Modesto and Ceres firefighter labor groups provided letters of support for the fire service contract.

The initial term of the agreement is five years, through June 30, 2026, with an option to extend the contract for an additional two years. The agreement also describes a process for regular review of services provided and the composition of an advisory committee for continued input from the City of Ceres.

Fiscal Analysis

As part of the application, the City of Modesto included information regarding the fiscal impacts of the proposal. The total contract cost for Fiscal Year 21-22 is approximately \$6.2 million. The agreement sets forth a monthly fee schedule for the City of Ceres over the next five years of the contract. Ceres will retain ownership of their fire stations, apparatus, and equipment, along with responsibility for capital improvements.

The City of Ceres considered the contract's cost in comparison to retaining a separate fire department and found that the contract would ensure efficient delivery of service, as well as an overall cost-savings to the City. Additionally, the City of Ceres currently has a half-cent sales tax that contributes towards public safety, including fire services, and could be used to support costs of the contract for services.

Commission Determinations

In order to approve an application for a fire protection contract, the Commission must make the following determinations pursuant to Government Code Section 56134(j):

- 1) *The proposed exercise of new or extended fire protection services outside a public*

agency's jurisdictional boundaries is consistent with the intent of this division, including but not limited to, the policies of Sections 56001 and 56300.

- 2) *The Commission has reviewed the fiscal analysis prepared in accordance with Section 56134(f).*
- 3) *The Commission has reviewed any testimony presented at the public hearing.*
- 4) *The proposed affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the effective date of the contract or agreement between the public agencies to provide the new or extended fire protection services.*

Following review of any testimony at the public hearing, Staff believes the Commission will be able to make all the determinations outlined above for approval of the fire protection contract.

Environmental Review

The fire service contract is considered exempt from the California Environmental Quality Act pursuant to the General Rule, Section 15061(b)(3) as it can be seen with certainty that there will not be a significant impact to the environment. Additionally, Staff has determined that there is no reasonable possibility that the contract for fire service will have a significant effect on the environment.

CONCLUSION

Although annexations to cities or special districts are generally the preferred method for the provision of services, Commission policies also recognize that contracts for services outside the boundaries of an agency can be an appropriate alternative. Staff believes the City of Modesto's proposal for extended fire services is consistent with the overall policies of LAFCO as well as the intent of Government Code Section 56134.

ALTERNATIVES FOR LAFCO ACTION

Following consideration of this report and any testimony or additional materials that are submitted at the public hearing for this proposal, the Commission may take one of the following actions:

- APPROVE the request, as submitted by the City of Modesto.
- DENY the request without prejudice.
- CONTINUE the proposal to a future meeting for additional information.

STAFF RECOMMENDATION

Based on the discussion in this Staff Report and following any testimony or evidence presented at the meeting, Staff recommends that the Commission approve the City of Modesto's application and adopt Resolution No. 2021-12 (Exhibit D) making the appropriate findings, consistent with Government Code Section 56134.

**EXECUTIVE OFFICER'S AGENDA REPORT
JULY 28, 2021
PAGE 4**

Respectfully submitted,

Sara Lytle-Pinhey

Sara Lytle-Pinhey
Executive Officer

Attachments: Exhibit A - Map (*Page 5*)
 Exhibit B - City of Modesto's Application to LAFCO (*Page 9*)
 Exhibit C - Government Code Section 56134 (*Page 67*)
 Exhibit D - Draft LAFCO Resolution No. 2021-12 (*Page 73*)

EXHIBIT A

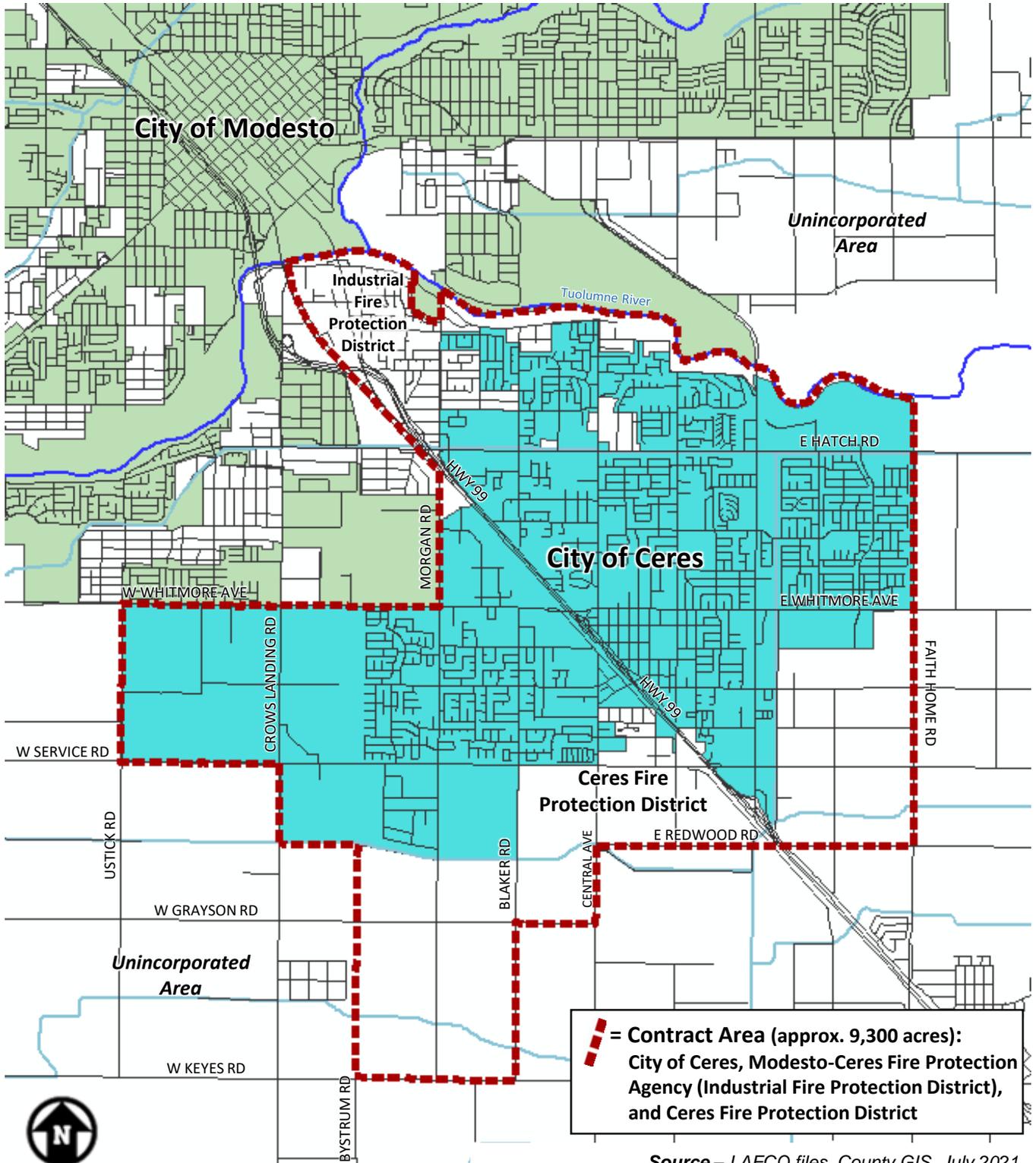
Map

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LAFCO Application No. 2021-05

City of Modesto Fire Contract with the City of Ceres

Area Map



Source – LAFCO files, County GIS, July 2021

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EXHIBIT B

**City of Modesto's Application
to LAFCO**

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STANISLAUS LAFCO

Stanislaus Local Agency Formation Commission

1010 – 10th Street, 3rd Floor ♦ Modesto, CA 95354

(209) 525-7660 ♦ FAX (209) 525-7643

www.stanislauslafco.org

APPLICATION FOR FIRE SERVICE CONTRACT

NAME OF PROPOSAL: Modesto Contract for Fire Service

APPLICANT:

Name: Modesto Fire Department

Address: 409 12th Street, Modesto, CA 95354

Phone: 209-572-9590 Fax: 209-544-1652 E-Mail: aernst@modestofire.com

Contact Person: Alan Ernst Title: Fire Chief

APPLICANT'S REPRESENTATIVE:

Name: Joseph Lopez, City Manager

Address: 1010 10th Street

Phone: 209-577-5404 Fax: _____ E-Mail: joelopez@modestogov.com

Contact Person: Michelle Thomson Title: Executive Assistant

AGENCIES INVOLVED:

Agency to provide fire protection service: _____

Name: Modesto Fire Department

Address: 409 12th Street, Modesto, CA 95354

Phone: 209-572-9590 Fax: 209-544-1652 E-Mail: aernst@modestofire.com

Contact Person: Alan Ernst Title: Fire Chief

Agency to provide fire protection service:* _____

Name: _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Contact Person: _____ Title: _____

Agency to receive fire protection service: _____

Name: City of Ceres

Address: 2220 Magnolia Street, Ceres CA 95307

Phone: 209-538-5700 Fax: 209-538-5780 E-Mail: Tom.Westbrook@ci.ceres.ca.us

Contact Person: Tom Westbrook Title: City Manager

Agency to receive fire protection service:* _____

Name: _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Contact Person: _____ Title: _____

**If Necessary*

LAFCO Use Only:

Proposal Name: _____ LAFCO Application No. _____

Submittal Date: _____ Cert. of Filing Date: _____

LAFCO Filing Fee: \$ _____ Fees Paid? _____ Yes _____ No

100% Property Owners Consent? _____ Yes _____ No

QUESTIONNAIRE

Please answer the following questions related to the proposed fire protection contract. The information will allow the Commission and staff to adequately assess the contract. Please provide any additional information that may be applicable (Additional sheets are okay).

A. General description of proposed contract and its terms:

This is an agreement to provide fire protection and related services between Modesto and the City of Ceres for a five-year term, with a two-year extension option.

The initial term will be from August 3, 2021 through June 30, 2026. See Agreement Attached

B. Describe the affected jurisdictional boundaries (acreage) and number of employees that will have a change in employment status. Will the new contract affect more than 25% of employees of any public agency or transfer responsibility for more than 25% of an agency's jurisdictional boundaries? Explain:

The services provided by Modesto Fire Department will affect approximately 5,800 additional acres. With the implementation of the contract, 35 positions will be created. Of those, 30 will be transferred and assumed from Ceres. Modesto will hire 5 additional personnel.

C. Proposed services and anticipated level of service for all agencies:

Services include, but are not limited to: fire protection, prevention, suppression and others such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including confined space rescue, technical rescue & water rescue

D. New services being provided that are not currently being provided, if any. (If any please describe):

Please see attached "Additional Sheet" for response.

E. Specify any special arrangements or terms related to the Fire Protection District:

Please see attached "Additional Sheet" for response.

Please see attached "Additional Sheet" for response.

Please see attached "Additional Sheet" for response.

F. Please provide a description of the assumption of assets, liabilities, leasing of facilities and equipment if applicable:

Please see Article III and Exhibits A and B of the Agreement (ATCH. A) in connection with Ceres maintaining ownership and title of vehicles, equipment, apparatuses and fire stations/training annex.

“ADDITIONAL SHEET”

D. New services being provided that are not currently being provided, if any.

The City of Ceres is currently lacking a Fire Marshal and a staffed Fire Prevention Bureau. The City of Modesto will be able to provide a Fire Marshal and 4 Fire Inspectors. A 5th Fire Inspector will also be added to account for the added service area. The Fire prevention Bureau will provide plan checks and inspections, investigations of fire and safety code complaints and violations, testing of fire protection systems, permit issuance, fire code enforcement and community outreach/education. In addition, the contract will provide for an Advanced Life Support Engine to be placed in Ceres. Paramedic Fire Service is not a current service that Ceres provides and will be an enhanced level of service to the community.

E. Specify any special arrangements or terms related to the Fire Protection District:

The City of Modesto shall on bear all actual costs of Minor Repairs of equipment, vehicles, and apparatuses owned by Ceres as outlined in the attached agreement. Ceres shall bear all actual costs of minor and major repairs of Fire Stations 15, 16, 17 and 18. Ceres shall provide for said stations as well.

G. Please provide a description of the assumption of personnel and/or retirement obligation, if applicable:

The City of Modesto will assume 30 personnel from the City of Ceres.

H. Location and Assessor's Parcel Numbers (attach additional sheets if necessary):

All parcels that are within the boundaries of the vicinity map. See Ex. C of the Agreement (ATCH. A)

I. PLAN FOR SERVICES

A resolution of application submitted shall be submitted with a plan which shall include all of the following information (pursuant to Government Code Section 56134e):

- a. The total estimated cost to provide the new or extended fire protection services in the affected territory.
- b. The estimated cost of the new or extended fire protection services to customers in the affected territory.
- c. An identification of service providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.
- d. A plan for financing the exercise of the new or extended fire protection services in the affected territory.
- e. Alternatives for the exercises of the new or extended fire protection services in the affected territory.
- f. An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.
- g. The level and range of new or extended fire protection services.
- h. An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.
- i. An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is completed.
- j. A determination, supported by documentation that the proposed fire protection contract meets the 25% thresholds described in Section 56134(a)

Section I.

PLAN FOR SERVICES

PLAN FOR SERVICES

(City of Modesto's Responses to Section I of LAFCO Fire Service Application, Page 4)

- a. The total estimated cost to provide the new or extended fire protection services in the affected territory.**

The total anticipated expenses to the City of Modesto in order to perform the duties of the Agreement (including salary and benefits, fleet maintenance, and service and supplies) is approximately \$36,379,873 over the five-year term. The net revenue for the five-year term of the Agreement is estimated at approximately \$250,000 and accounts for COM's fire administrative support and COM central services support such as human resources, payroll, purchasing and accounts payable.

- b. The estimated cost of the new or extended fire protection services to customers in the affected territory.**

The total anticipated cost to the City of Ceres to implement this contract is \$36,629,873 over the five-year term of the contract.

- c. An identification of services providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.**

Modesto Fire Department will be providing all services as listed in the Agreement (ATCH.A) in exchange for an annual fee as outlined in Article VI of the agreement. Any other pay-for-services shall be paid at Ceres' established rates as outlined in Article III, section 4.6 of the Agreement (ATCH. A).

- d. A plan for financing the exercise of the new or extended fire protection services in the affected territory.**

Ceres agrees to pay City for all services provided pursuant to the terms and conditions of the Agreement. Please see Article VI and Exhibit D of Attachment A.

- e. Alternatives for the exercises of the new or extended fire protection services in the affected territory.**

The City of Ceres could maintain their own fire services and continue to operate under their current staffing and organizational structure.

- f. An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.**

City will provide fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space

rescue, technical rescue, and water rescue within the jurisdictional area of Ceres. Please See Article IV of the agreement (ATCH. A) for further details.

g. The level and range of new or extended fire protection services.

See Article IV of the agreement (ATCH. A) for further details.

h. An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.

August 3, 2021.

i. An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is completed.

See Article III, and Exhibit A and Exhibit B to the Agreement (ATCH.A)

j. A determination, supported by documentation that the proposed fire protection contract meets the 25% thresholds described in Section 56134(a).

Yes. The new fire protection services will encompass over 5,800 acres of new territory and serve 100% of the territorial jurisdictions of the City of Ceres, pursuant to Government Code section 56134, subdivision (a)(1)(A).

J. LAND USE

- i. Area Affected by Proposal (Gross Acres): Approximately 5,800 Acres
- ii. Land Uses of Area to be served:

Zoning	See Exhibit C to Attachment A	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> County
General Plan Designation	See Exhibit C to Attachment A	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> County
Use of Proposal Area	Fire protection services (See Attachment A)	

K. BOUNDARIES AND ASSESSMENT

- i. Is the property contiguous to the existing City or District boundary?: Yes No
(Contiguous is defined by Govt. Code Section 56031)
- ii. Is the project co-terminus with:
 - Assessor's Parcel boundaries? Yes No
 - Legal lot boundaries? Yes No

- L. Is the Proposal completely surrounded by the fire agency providing services?
 Yes No

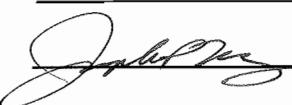
Please Describe: Please refer to Exhibit C of the Agreement (ATCH. A)

M. POPULATION AND HOUSING

- i. Estimated Population of area to be served: 48,214
- ii. Estimated Number/Type of Dwelling Units within the proposed area:
 Existing: 10,773 Proposed (if any): Not applicable.

CERTIFICATION

I certify, under penalty of perjury, under the laws of the State of California, that the information contained in this application is true and correct. I acknowledge and agree that the Stanislaus Local Agency Formation Commission is relying on the accuracy of the information provided and my representations in order to process this application proposal.

Print Name: Joseph P. Lopez Title: City Manager
 Signature:  Date: July 14, 2021

- City or District Applicant
- Property Owner Applicant
- Applicant's Representative/Agent (Proof of authority must be provided)

ATTACHMENT A

AGREEMENT TO PROVIDE
FIRE PROTECTION SERVICES

**AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES BETWEEN THE CITY
OF MODESTO AND THE CITY OF CERES**

This Agreement (“Agreement”) is made and entered into this ____ day of _____ 2021 (the “Effective Date”), by and between the City of Modesto ("City"), a California municipal corporation, the City of Ceres (“Ceres”), a California municipal corporation, collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, both the City of Modesto and City of Ceres provide fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space rescue, technical rescue, and water rescue within the territorial limits of the cities of Modesto and Ceres, and in unincorporated areas of the County of Stanislaus (“County”); and

WHEREAS, Ceres desires to contract with City for the provision of fire protection services, within the City of Ceres, Modesto-Ceres Fire Protection Agency, and Ceres Fire Protection District jurisdictional boundaries (“Fire Services”); and

WHEREAS, City is willing, able and possesses the capacity to perform the Fire Services; and

WHEREAS, the Parties desire to enter into a fruitful and long-term partnership for the provision of the Fire Services; and

WHEREAS, the Parties agree that this Agreement will ensure provision of continued Fire Services; and

WHEREAS, it is the desire of the Parties to address, by this Agreement, all matters which are related to the Fire Services to be provided to Ceres by City; and

WHEREAS, this Agreement is entered into pursuant to Government Code sections 54981 and 6502, and Health and Safety Code section 13800 *et seq.*, including, but not limited to, sections 13861, 13862, 13863, and 13878; and

WHEREAS, the Parties acknowledge they have complied with the provisions of the Meyers-Milias-Brown Act (Gov. Code §§ 3500 *et seq.*) and applicable laws, rules, and ordinances with respect to its employees affected by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants in this Agreement, it is agreed by and between the Parties hereto as follows:

**ARTICLE I
DEFINITIONS**

1.1. Capital Improvements.

"Capital Improvements" means any planned improvements, capital upgrades, or replacements of equipment, vehicles, apparatuses, fire stations and/or other facilities or property, excluding Major Repairs and Minor Repairs.

1.2. Fire Services.

"Fire Services" means those services described in Article IV of this Agreement and listed under Health and Safety Code section 13862.

1.3. Fiscal Year.

"Fiscal Year" means the annual period commencing on July 1 and ending June 30 of any calendar year.

1.4. Major Repair.

"Major Repair" means any unplanned repair or maintenance work in excess of \$5,000.

1.5. Minor Repair.

"Minor Repair" means any repair or maintenance work of a preventive and routine nature due to normal wear and tear for \$5,000 or less.

**ARTICLE II
TERM OF AGREEMENT**

2.1. Initial Term. The initial term of this Agreement shall be for five (5) years from July 1, 2021 through June 30, 2026.

2.2. Extension of Term. This Agreement may, by approval of the Parties and their governing bodies, be extended for one additional two (2) year term; provided, however, that all Parties receive final approval for such extension no later than June 30, 2025. Due to Fiscal Year appropriation and budget planning, June 30, 2025 shall be considered a firm date, unless all the Parties agree in writing to allow a later date for approval by the Parties' respective governing bodies.

2.3. Termination. Notwithstanding Sections 2.1 and 2.2 and any other provision of this Agreement, either Party may terminate this Agreement by providing twelve (12) months' written notification to the other Party, and the term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be in the form of a Resolution by the applicable Party's governing body. The twelve (12) months' written notification requirement shall not be triggered until such Resolution is tendered, delivered, or

mailed to the other Party. Notwithstanding the foregoing, the City may terminate this Agreement pursuant to Section 6.2 of this Agreement.

ARTICLE III CERES STATIONS, VEHICLES, AND EQUIPMENT

3.1. **Title and Use of Equipment, Vehicles and Apparatuses.** Ceres shall maintain ownership and title of vehicles, equipment, and apparatuses, including such property identified in Exhibit A, and shall permit, allow, and does hereby authorize City to utilize such property (and any other such property, vehicles, apparatuses, or equipment so hereafter acquired by Ceres) to provide services to Ceres pursuant to this Agreement, and provide any necessary, required, or reasonably requested local, state, and federal mutual and automatic mutual aid, or statewide master mutual aid and assistance by hire pursuant to the California Fire Assistance Agreement. Each apparatus shall be assigned to a station. Exceptions shall allow for short-term or special need apparatus use elsewhere in the City system.

3.2. **Title and Use of Stations.** Ceres shall maintain ownership and title of Fire Station 15 (2755 Third Street, Ceres, California), Fire Station 17 (420 E. Service Road, Modesto, California), Fire Station 18 (3101 Fowler Road, Ceres, California), and Fire Station 16 (830 Pecos Avenue, Modesto California) ("Fire Station 16") when ownership is obtained by Ceres. Ceres shall obtain ownership of Fire Station 16 in a timely manner, and the Parties acknowledge and agree to work diligently to effectuate the transfer of ownership of Fire Station 16 from City to Ceres. Ceres shall provide the City with full and complete access and full and complete use of Fire Station 15, Fire Station 17, Fire Station 18, and Fire Station 16, (collectively, the "Fire Stations"), as identified in Exhibit B of this Agreement, to the same extent that City would enjoy if it owned such Stations and all the fixtures, equipment and appurtenances therein.

3.3. Maintenance and Repairs.

A. City shall only bear all actual costs of Minor Repairs of equipment, vehicles, and apparatuses owned by Ceres, including such property identified in Exhibit A. Ceres shall bear all actual costs of minor and major repairs of Fire Stations identified in Exhibit B. Ceres shall provide supplies for fire stations 15, 16, 17 and 18 as listed in Exhibit E or equivalent.

B. Major Repairs shall be promptly paid by the Party with ownership or title of such property. For any third-party products or services needed to effectuate such repairs, the owning Party shall be required to procure and contract the necessary services or products and comply with all laws and rules regarding same. City shall not bear any financial responsibility or liability arising from, or related to, Major Repairs and the owning Party agrees to defend, indemnify, and hold the City harmless from any such liability. In the event that Ceres contracts or otherwise hires a third-party contractor to perform any Major Repairs, Ceres shall require any such third-party contractor to have general liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. City shall be named as an additional insured on any such coverage

C. Notwithstanding those duties set forth in the preceding paragraph, the City shall serve as project manager for Major Repairs of assets listed in Exhibit A. As project manager, City shall provide cost estimates, plan and coordinate the work, and seek approval from Ceres prior to the commencement of work. City shall facilitate and manage the work through completion and keep Ceres reasonably abreast of any material changes, including without limitation, changes in scope of work, budget, and/or change orders.

Should an insurable event result in damage to any property owned by Ceres, including such property identified in Exhibit A, the Party with title or ownership of such property shall bear the portion of the actual replacement cost exceeding any insurance proceeds collected by such Party for said damage.

3.4. Inspection of Ceres-Owned Property. City agrees to reasonably inspect all real property, buildings, equipment and apparatuses owned by Ceres, including such property identified in Exhibit A and Exhibit B to ensure they meet the appropriate and applicable fire service and safety standards.

3.5. Capital Improvements.

A. Capital Improvements shall be paid for by the Party with ownership or title of such property. For any third-party products or services needed to effectuate such Capital Improvements, the owning Party shall be required to procure and contract the necessary services or products and comply with all laws and rules regarding same. City shall not bear any financial responsibility or liability arising from, or related to, such Capital Improvements and the owning Party agrees to defend, indemnify, and hold the City harmless from any such liability. In the event that Ceres contracts or otherwise hires a third-party contractor to perform any Capital Improvement, Ceres shall require any such third-party contractor to have general liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. City shall be named as an additional insured on any such coverage.

B. Notwithstanding those duties set forth in the preceding paragraph, the City shall serve as project manager for non-facility Capital Improvements. As project manager, City shall provide cost estimates, plan and coordinate the work, and seek approval from Ceres prior to the commencement of work. City shall facilitate and manage the project through completion and keep Ceres reasonably abreast of any material changes, including without limitation, changes in scope of work, budget, and/or change orders.

C. Ceres shall maintain a Capital Improvements program for projects to ensure funds are annually appropriated for the actual costs required to replace, improve, and/or repair their respective facilities, Stations, apparatuses, equipment, and property described herein (e.g. roofs, HVAC systems, exterior/interior paint, etc.). If the City identifies any needed Capital Improvements it must submit them annually to Ceres by March 15th of any contract year, with cost estimates and reasonable supporting documentation, for Ceres annual budget development process.

3.6. Personal Protective Equipment (“PPE”). Ceres agrees to transfer to City, all PPE assigned to current Ceres personnel, all PPE on fire apparatus and all spare PPE in storage.

3.7 **Fire Station Equipment and Supplies.** Ceres agrees to leave all equipment and supplies currently on and within property identified in Exhibit A and Exhibit B for City to use.

3.7. **Return Upon Termination.** City will return all equipment, apparatuses, property, and Stations, including such property identified in Exhibit A and Exhibit B, to Ceres upon termination of this Agreement, with reasonable wear and tear expected.

ARTICLE IV DUTIES OF CITY UNDER THIS AGREEMENT

4.1. **Scope of Services.** City shall provide Fire Services, as more specifically described in this Article, within the jurisdictional area of Ceres (see Exhibit C for service area map). In providing such services, City shall administer the provisions of Ceres Municipal Code Title 15 Chapter 8 entitled "California Fire Code" ("Ceres Fire Code"). Throughout the term of the Agreement and as reasonably needed or as requested by Ceres, City shall consult with Ceres regarding City's implementation of the provisions of this Agreement.

4.2. **Bi-Annual Review of Services.** Unless otherwise waived by all the Parties, City agrees to, and shall cooperate in, a bi-annual review of the expectations outlined in this Article, that shall take place at a mutually agreeable time between the Parties. If areas of improvement are identified in the course of this review, then a reasonable corrective action plan shall be mutually developed and agreed upon. Such corrective action shall be memorialized in a writing signed by all the Parties.

4.3. **Advisory Committee.** An Advisory Committee, consisting of the Ceres City Manager, two representatives from the Ceres City Council, and the City's Fire Chief and Modesto City Manager, shall be formed to discuss and provide advisory input regarding the delivery of Fire Services for Ceres. The Advisory Committee shall agree to meet no less than twice per year at a mutually agreeable time and location.

4.4. **Description of Support and Fire Prevention Services to be provided by City.** The City shall provide the following fire prevention and support services necessary to maintain Fire Services for Ceres:

A. Fire Services program planning and administration consistent with the terms and conditions of this Agreement.

B. Assume all current Ceres Fire Emergency Operation Responsibilities, including but not limited to, the Modesto-Ceres Fire Protection Agency and Ceres Fire Protection District.

C. Assist in the development and administration of annual Ceres Fire Services budgets.

D. Delivery and documentation of federal and state-mandated firefighter training as well as provision of additional training as authorized and funded within the City's budget.

E. Assist with emergency and disaster management within the Stanislaus County Emergency Operations Center as timely requested by the Ceres City Council or the Ceres City Manager.

F. Coordination of procurement of all routine operational supplies, services, and equipment as necessary to provide the Fire Services outlined in this Agreement.

G. City shall provide plan review services of all development and building plans to ensure compliance with applicable fire and life safety codes and regulations, as well as inspection of fire protection and fire alarm systems for compliance with applicable codes and standards. Ceres shall collect and maintain fees for fire prevention services at rates that are identified in Ceres fire prevention rate schedule.

H. City shall coordinate and provide reasonable assistance to help ensure that fire safety inspections of all state-mandated occupancies and enforcement of weed abatement are performed within Ceres. City will coordinate with the Stanislaus County Fire Wardens Office at no cost to Ceres to provide assistance as needed; provided, that sufficient funding continues through the "Less Than Countywide Fire Tax" assessment.

I. Inspections of Business, Commercial and Industrial occupancies. Fees collected by Ceres will be provided to City for providing this service.

J. Investigation of all fires to establish origin and cause as well as coordination with law enforcement on all criminal prosecutions resulting from such investigations. This service will be provided through the Stanislaus Regional Fire Investigation Unit and will be paid for through the "Less Than Countywide Fire Tax" assessment.

K. Maintenance of sufficient, segregated records relating to provision of Fire Services to Ceres, including, but not limited to response time data for all incident responses. At a minimum, such records shall be sufficient to meet any and all federal and state reporting obligations as they relate to the provision of Fire Services, including but not limited to annual audits, mutual aid, and reimbursement for disaster response, hazardous material response, or other incident responses. Such records, reports and response data shall be provided to Ceres at their request.

L. Enforce the provisions of Title 5 Chapter 20 of the Ceres Municipal Code relating to Fireworks and as that Chapter may be amended in the future. Enforcement of illegal fireworks will not be the responsibility of the City. City will coordinate with Ceres and reasonably assist with applicable law enforcement agencies on the enforcement.

M. Involved with Site Plan review for new proposed projects ensuring access, water supply and special conditions are included in the design. City shall be involved in General plan updates and input on Specific plan developments. City shall coordinate with Ceres regarding the adoption of the Fire Code and applicable law, including Municipal Code ordinance amendments.

N. Conduct field fire flows for fire protections system design. This is a cost for service reimbursement to the City. Fees received for services delivered will be automatically reimbursed to the City.

O. Coordinate the planning, development, and delivery of fire prevention and safety education programs for schools, businesses, community associations, child-care providers, and other members of the community. Fire prevention and life safety programs will be tailored to educate Ceres residents and business community in order to help preserve life and property.

P. Participate in, plan, and inspect special events such as, Community fairs (Ceres Street Faire), Farmers Market, and other special events that are held within Ceres.

Q. City will work with Parties to address Hazard mitigation which may include coordinating Community forums to address and reduce the wildland fire threat. Specific area of concern is the Riparian Habitat along the Tuolumne River corridor with Ceres. Coordination will be with partner agencies and other stakeholders.

4.5. **Incident Response Within Jurisdictions of Ceres.** The following criteria shall apply to incident response within Ceres jurisdictions, including fire suppression, emergency medical response, rescue services, hazardous materials response, and response to any other emergency or non-emergency request for service.

A. **Chief Officer Coverage.** City shall ensure a qualified Shift Battalion Chief Officer or other Chief Officer, to be immediately available for response and management of emergency incidents as necessary to provide incident command and coordination functions within the jurisdictional boundaries of Ceres, including the authority to commit expenditure of Ceres funds (e.g., request aircraft or specialized equipment or contractors) to mitigate an emergency incident.

B. Staffing. City shall provide, on a twenty-four (24) hour, seven-(7) day per-week basis, one (1) three (3)-member company at Station 15, one (1) three (3)-member company at Station 16, and one (1) four (4) member company at Station 18. Additional qualified fire personnel may be assigned to the Station(s) as determined by the City Fire Chief or his/her designee to provide supplemental Fire Services or staffing for special events, anticipated weather events, or other situations within the City's budget as that budget may be modified from year to year, and operational capacity. Minimum staffing level for Ceres shall be three (3) members per Engine company, and four (4) members per Quint (Truck) Company.

C. Emergency Dispatch Services. Ceres shall continue to contract with and pay the Stanislaus Regional 911 for dispatch services.

D. Major Disaster Response. In the event of a major disaster in Ceres, City will provide support to the Stanislaus County Emergency Operations Center (EOC). In the event of a multi-jurisdictional emergency or disaster, coordination of fire resources may be performed from the Stanislaus County Emergency Operations Center.

E. Statewide Mutual Aid and Assistance by Hire. City may respond to requests for mutual aid or assistance-by-hire by other agencies within the State of California pursuant to the California Statewide Master Mutual Aid Agreement or the California Fire Assistance Agreement, as approved by the Fire Chief or his or her authorized designee. Ceres shall credit or reimburse City for any mutual aid monies it receives relating to City's use of personnel assigned to Ceres. Ceres shall be entitled to reimbursement for apparatuses or vehicles owned by Ceres, and City shall not claim any entitlement thereto.

4.6. Miscellaneous.

A. False Fire Alarms. City will enforce the provisions of the Ceres Municipal Code providing for recovery of costs associated with responses to false fire alarms.

B. Hazardous Materials Releases. City will enforce the provisions of the Ceres Municipal Code or Modesto Municipal Code providing for recovery of costs associated with responses to releases of hazardous materials.

C. Master Fee Schedules and Cost Recovery.

(i) Ceres. City will be entitled to fee reimbursement for actual costs for services rendered pursuant to any and all applicable fee schedules or ordinances of Ceres that provide and allow for such fees. Ceres shall be responsible for administering the billing and collection efforts of all such applicable fees.

ARTICLE V

DUTIES OF CERES

5.1. **Payment for Fire Services.** Ceres shall compensate City for the provision of Fire Services as further described in Article VI of this Agreement.

5.2. **Major Repairs and Capital Improvements.** As set forth in Article III of this Agreement, Ceres agrees to pay for the cost of Major Repairs and Capital Improvements for all property owned by Ceres, including such property identified in Exhibit A and Exhibit B.

ARTICLE VI ANNUAL FIXED FEE FOR FIRE PROTECTION SERVICES

6.1. **Annual Fixed Fee for Services.** Ceres agrees to pay City for all services provided pursuant to the terms and conditions of this Agreement in the amounts and times as set forth in Exhibit D and this Article.

A. The Fee Payment Schedule as set forth in Exhibit D is based upon the five (5) year budget projection describing the total reasonably anticipated costs of providing Fire Services for each Fiscal Year or portion thereof. Should the City realize fiscal benefits through economies of scale if it contracts with additional agencies for fire services, the fee for service paid by Ceres under this Agreement may be revised. Notwithstanding any other provision of this Agreement, the annual fixed fee does not include those fees and costs not appropriated and reflected in this Agreement, including without limitation, Ceres Pension Obligation Bond Payments, StanCERA Pension obligations and liabilities, Fire Apparatus Payment(s), Retiree Medical Payments and other liabilities or financial indebtedness.

B. On the last day of each month throughout the duration of this Agreement, Ceres agrees to remit to City payments amounting to 1/12th of the annual fiscal obligation hereunder, pursuant to the fee schedule set forth in Exhibit D. Ceres is responsible to pay the full monthly amounts as each are required pursuant to Exhibit D.

C. The Fee Payment Schedule and amounts due under this Agreement shall be pro-rated based upon Agreement execution date.

6.2. **Delinquent Payments.** In the event that Ceres fails to pay the entire amount described in Section 6.1.B. above within fifteen (15) calendar days of the due date ("Delinquent Payment"), the amount due shall be subject to the City's policy regarding delinquent payments in effect at the time of the Delinquent Payment.

A. In the event that Ceres does not pay the required monthly payment as identified in Section 6.1.B. within thirty (30) calendar days of the due date, the City shall provide notice that all Fire Services may be terminated in thirty (30) calendar days.

B. In the event that Ceres does not pay the required monthly payment plus any penalty amounts assessed pursuant to City policy at the end of the thirty (30) calendar day notification period give pursuant to Section 6.2.A, the City shall have the option to terminate Fire Services immediately and without further notice.

6.3. **Service Level Reductions.** If budgetary constraints require service level reductions by any Party, all Parties agree to meet and confer.

6.4. **Start-Up Cost.** Ceres will be responsible for a “one-time” start-up cost that is agreeable to all Parties. Start-up costs include turnouts and re-branding (station and engine identifiers).

ARTICLE VII PERSONNEL

7.1. **Hiring of Employees.** All Ceres Fire Department employees that are in “good standing” at the time this Agreement is executed, will transfer their employment status to City as new employees (each a “New Employee,” and collectively “New Employees”). This Article VII pertains to thirty-five (35) New Employees.

A. Prior to being offered positions with City, Ceres will provide verification that all New Employees completed a background investigation and remain in “good standing” since the completion of the background process.

B. Prior to being offered new positions with the City, New Employees must provide proof they possess a valid California Driver’s license and current Emergency Medical Technician certification. Employees who fail to provide proof they possess a valid California Driver’s license and current Emergency Medical Technician certification will not be considered employees in “good standing” and will not be offered employment positions with the City.

C. Prior to being offered new positions with the City, Ceres shall provide the date of each New Employee’s last physical and any findings associated with the physical.

7.2. **Seniority.** Seniority within New Employees will be determined by original Ceres hire date, pursuant to MCFFA MOU and any applicable personnel rules, laws, policies or procedures of the City.

7.3. **Rank.** It is the desire of the City to offer New Employees positions with the City that closest match their Rank with Ceres at time of this Agreement.

7.4. **Probation.** Pursuant to City personnel rules all New Employees will serve a one (1) year probationary period.

- a. New Employees not on probation at the time of Agreement execution will be entitled to all Firefighter Bill of Rights privileges if any personnel action is to be taken.
- b. New Employees that are on probation at the time of the agreement will be considered probationary employees and subject to all City rules and regulations regarding probationary personnel. New Employees on probation must pass all testing and requirements of the City Fire Department.

7.5. **Effect of Termination.** Upon the expiration or termination of this Agreement, it is Ceres’ present intent to offer employment to City fire department personnel so affected by such termination.

7.6. **Subject to Personnel Rules and Laws.** Nothing in this Article or Agreement as it pertains to the recruitment, employment, retention, or separation of personnel shall apply to the extent it is in conflict with any applicable personnel rules, laws, policies, procedures, and bargaining agreements or MOUs, including the MCFFA MOU.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

8.1. **Mutual Indemnification.**

A. City shall indemnify, defend and hold harmless Ceres (including their elected or appointed officials, employees, agents, volunteers, and attorneys as the same may be constituted now and from time to time hereafter) to the extent allowed by law and in proportion to City's fault, against any and all third-party liability for claims, demands, costs, or judgments (direct, indirect, incidental, or consequential) involving bodily injury, personal injury, death, property damage, or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the negligent acts or omissions of its own elected or appointed officers, agents, employees, volunteers, or representatives carried out pursuant to the obligations of this Agreement.

B. Ceres shall indemnify, defend and hold harmless the City (including its elected or appointed officials, employees, agents, volunteers, and attorneys as the same may be constituted now and from time to time hereafter) to the extent allowed by law and in proportion to Ceres fault, against any and all third-party liability for claims, demands, costs, or judgments (direct, indirect, incidental, or consequential) involving bodily injury, personal injury, death, property damage, or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from their negligent acts or omissions of their own elected or appointed officers, agents, employees, volunteers, or representatives carried out pursuant to the obligations of this Agreement.

8.2. **Mutual Indemnification Obligations Survive Termination.** As to activities occurring or being carried out in performance of this Agreement and during the term of this Agreement, the obligations created by Agreement Section 8.1 shall survive termination of this Agreement.

8.3. **Public Liability and Property Insurance.**

A. Each Party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

(i) Commercial general liability or public liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(ii) City will provide auto liability insurance including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) The City shall maintain Workers' Compensation in accordance with California Labor Code Section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

(iv) All risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least one hundred percent (100%) of the replacement costs of said property. In any event, Ceres shall maintain property insurance coverage for all the real property and buildings identified in Exhibit B.

B. All insurance required by this Agreement shall:

(i) Be placed: (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

(ii) Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

C. Each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

8.4. Workers' Compensation.

A. City shall provide Ceres an endorsement that its Workers' Compensation insurer waives the right of subrogation against City, its officers, officials, employees, and volunteers for all claims on or after the Effective Date of this Agreement during the tenure of said Agreement.

B. All injuries that occur prior to the execution of this Agreement and all Workers' Compensation claims that are filed prior to this Agreement shall remain the responsibility of Ceres. Ceres's third-party administrator for the Workers' Compensation shall provide the City's third-party administrator for Workers' Compensation, a

list of all active claims of all City of Ceres personnel who will become employees of the City, prior to the execution of this Agreement.

ARTICLE IX MISCELLANEOUS

9.1. **Amendments to Agreement.** No part of this Agreement shall be altered or amended without written agreement of the Parties.

9.2. **Assignment.** The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the Parties.

9.3. **Dispute Resolution.** The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement. Accordingly, City and Ceres agree to meet and confer in good faith over any issue not expressly described herein to the end that Ceres will obtain the best Fire Services possible under the most favorable economic terms and that City will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other Party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within thirty (30) calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual agreement of the Parties. The costs of mediation will be borne by the Parties equally. No Party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code Section 1717.

9.4. **No Waiver.** The waiver of any Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver for any preexisting or concurrent breach or violation by the other Party of any provision of this Agreement.

9.5. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to it and their representatives, successors and permitted assignees.

9.6. **Interpretation.** This Agreement shall be interpreted and construed reasonably and neither for nor against any Party, regardless of the degree to which any Party participated in its drafting. Each of the Parties has received the advice of legal counsel prior to signing this Agreement. Each Party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any Party being

considered the Party “drafting” this Agreement.

When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever a reference is made herein to a particular provision of this Agreement, it means and includes all paragraphs, subparagraphs and subparts thereof, and, whenever a reference is made herein to a particular paragraph or subparagraph, it shall include all subparagraphs and subparts thereof.

9.7. **Captions.** The captions in this Agreement are for convenience and reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

9.8. **References to Laws.** All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided.

9.9. **References to Days.** All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed excluding the first day and including the last day.

9.10. **Time of Essence.** Time is of the essence of this Agreement and of every part of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

9.11. **Severability.** If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and such remaining provision shall be enforced as if such invalid or unenforceable provision had not been contained herein.

9.12. **Choice of Law and Venue.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Stanislaus County, California.

9.13. **Entire Agreement.** This Agreement represents the full and entire Agreement between the Parties regarding the matters covered herein.

9.14. **Counterparts.** This Agreement may be executed in counterparts each of which shall be considered an original.

9.15. **Exhibits.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:

- Exhibit A: Ceres Apparatuses, Vehicles, and Equipment
- Exhibit B: Ceres Stations
- Exhibit C: Service Boundaries Map for Ceres
- Exhibit D: Fee Payment Schedule (FY 2021/2022 – FY 2025/2026)
- Exhibit E: Supplies for facilities to be provided by Ceres

9.16. **Notices.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To Ceres:

Tom Westbrook
Ceres City Manager
2220 Magnolia Street
Ceres, CA 95307

To City:

Joseph Lopez
Modesto City Manager
1010 10th Street
Modesto, CA 95354

9.17. **Joint Defense/Common Interest.** In the event of a third-party challenge of any type to this Agreement, the Parties agree to jointly defend the validity and implementation of the Agreement.

9.18. **Further Obligations.** The Parties recognize that this Agreement cannot represent a complete expression of all issues, which may arise during the performance of this Agreement. Accordingly, the Parties agree to meet and confer in good faith over any issues, challenges, prohibitions, or obligations not expressly described herein to the end that City will be fairly compensated and Ceres will obtain sufficient fire services.

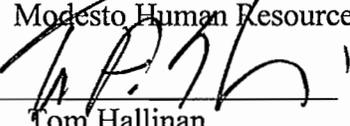
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement hereto on the Effective Date.

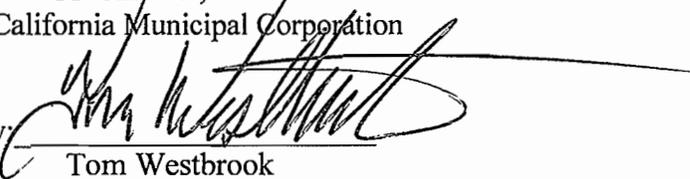
APPROVED AS TO FORM:

By: _____
Jose M. Sanchez
Modesto City Attorney

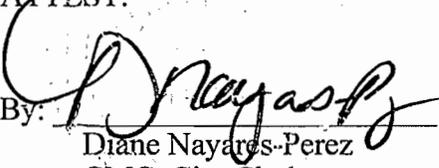
By: _____
Christina D. Alger
Modesto Human Resources Manager (Risk)

By:  _____
Tom Hallinan
Ceres City Attorney

CITY OF CERES,
a California Municipal Corporation

By:  _____
Tom Westbrook
City Manager

ATTEST:

By:  _____
Diane Nayas-Perez
CMC, City Clerk RESO: 2021-57; 6/14/21

CITY OF MODESTO,
a California Municipal Corporation

By: _____
Joseph P. Lopez
City Manager

ATTEST:

By: _____
Stephanie Lopez
Modesto City Clerk

EXHIBIT A
Ceres Apparatus, Vehicles, and Equipment

Ceres

<u>ID</u>	<u>NO</u>	<u>VIN</u>	<u>APPARATUS/VEHICLE</u>
1558920	Quint 18	54F3EF717KWM12483	TRUCK QUINT
1596620	E-15	54F2CB710KWM12481	ENGINE TYPE 1
1596720	E-16	54F2CB712KWM12482	ENGINE TYPE 1
1596820	Brush 15	3ALDCYFE7LDLY6653	ENGINE TYPE 3
1525119	Grass 18	1FD0W5HT9KEE25440	ENGINE TYPE 6
1522106	E-221	4P1CU01H26A005717	ENGINE TYPE 1
1522407	E-224	4PICU01H67A006869	ENGINE TYPE 1
1525619	BC-3	1FT7W2B60KEE57777	BATTALION 3 FORD F250
1521717	CHIEF	1GNSKDECXHR196833	CHIEF CHEVROLET TAHOE
1521105	FIU	1GNEK13Z44J290654	INVESTIGATOR CHEVROLET TAHOE
1520508	U-18	1FTSW20R28EB68111	UTILITY VEHICLE FORD F250
1521308	U-15	FMFU16558LA65102	UTILITY VEHICLE FORD EXPEDITION

EXHIBIT B
Ceres Stations

Ceres:

Fire Station 15 – 2755 Third Street, Ceres, CA

Fire Station 16 – 830 Pecos Avenue, Modesto, CA

Fire Station 17 – 420 E. Service Road, Modesto, CA

Fire Station 18 – 3101 Fowler Road, Ceres, CA

EXHIBIT C
Service Boundaries Map for Ceres

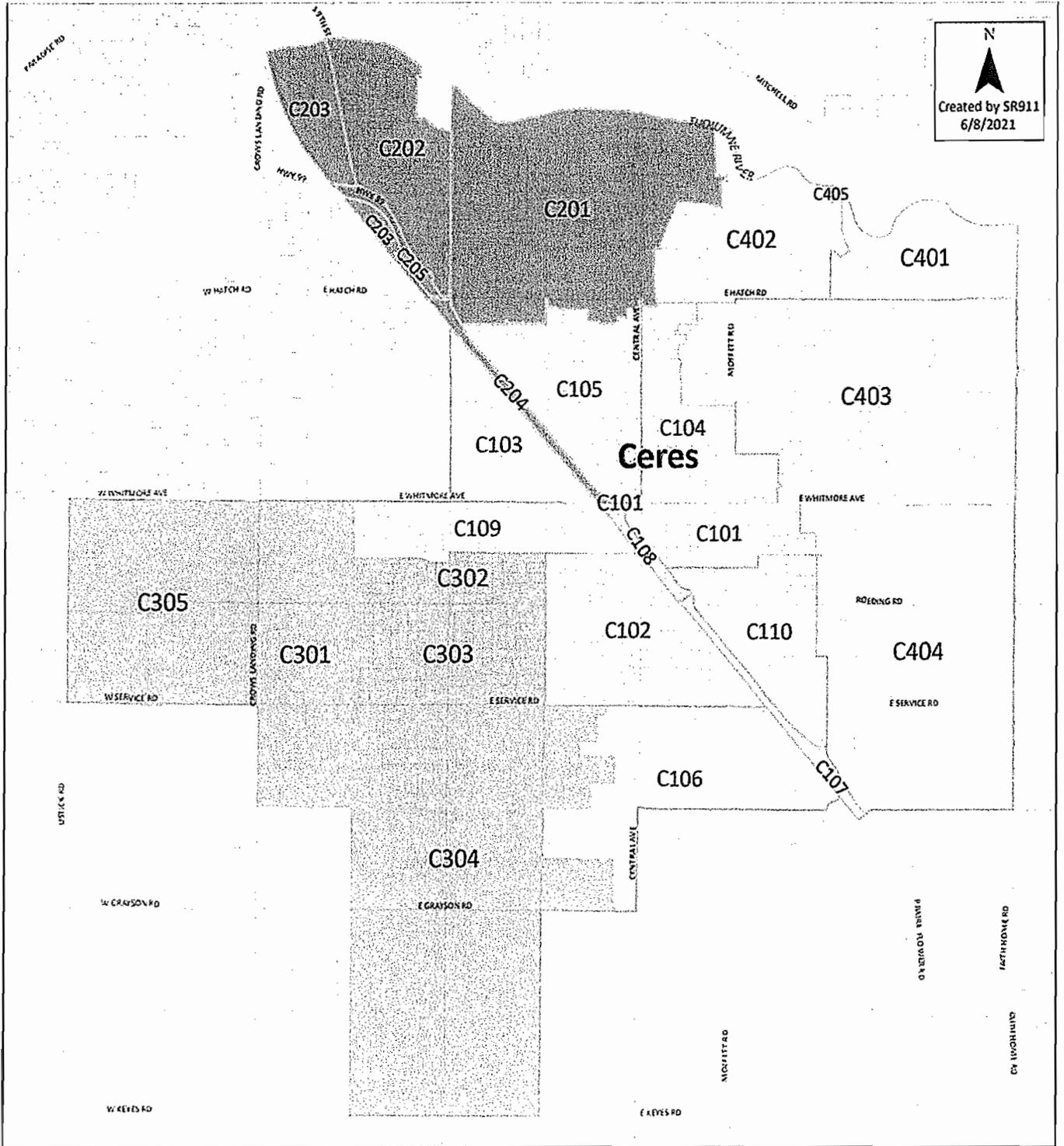


EXHIBIT D
Fee Payment Schedule

Fiscal Year 2021-2022

Total Annual Fee
\$6,208,988.64

Monthly Payments:

7/31/2021	\$517,415.72
8/31/2021	\$517,415.72
9/31/2021	\$517,415.72
10/31/2021	\$517,415.72
11/31/2021	\$517,415.72
12/31/2021	\$517,415.72
1/31/2022	\$517,415.72
2/31/2022	\$517,415.72
3/31/2022	\$517,415.72
4/31/2022	\$517,415.72
5/31/2022	\$517,415.72
6/31/2022	\$517,415.72

Annual Payment
Total: \$6,208,988.64

EXHIBIT D
Fee Payment Schedule

Fiscal Year 2022-2023

Total Annual Fee
\$6,993,264.36

Monthly Payments:

7/31/2022	\$582,772.03
8/31/2022	\$582,772.03
9/31/2022	\$582,772.03
10/31/2022	\$582,772.03
11/31/2022	\$582,772.03
12/31/2022	\$582,772.03
1/31/2023	\$582,772.03
2/31/2023	\$582,772.03
3/31/2023	\$582,772.03
4/31/2023	\$582,772.03
5/31/2023	\$582,772.03
6/31/2023	\$582,772.03

Annual Payment
Total: \$6,993,264.36

EXHIBIT D
Fee Payment Schedule

Fiscal Year 2023-2024

Total Annual Fee
\$7,430,275.56

Monthly Payments:

7/31/2023	\$619,189.63
8/31/2023	\$619,189.63
9/31/2023	\$619,189.63
10/31/2023	\$619,189.63
11/31/2023	\$619,189.63
12/31/2023	\$619,189.63
1/31/2024	\$619,189.63
2/31/2024	\$619,189.63
3/31/2024	\$619,189.63
4/31/2024	\$619,189.63
5/31/2024	\$619,189.63
6/31/2024	\$619,189.63

Annual Payment
Total: \$7,430,275.56

EXHIBIT D
Fee Payment Schedule

Fiscal Year 2024-2025

Total Annual Fee
\$7,965,365.52

Monthly Payments:

7/31/2024	\$663,780.46
8/31/2024	\$663,780.46
9/31/2024	\$663,780.46
10/31/2024	\$663,780.46
11/31/2024	\$663,780.46
12/31/2024	\$663,780.46
1/31/2025	\$663,780.46
2/31/2025	\$663,780.46
3/31/2025	\$663,780.46
4/31/2025	\$663,780.46
5/31/2025	\$663,780.46
6/31/2025	\$663,780.46

Annual Payment
Total: \$7,965,365.52

EXHIBIT D
Fee Payment Schedule

Fiscal Year 2025-2026

Total Annual Fee
\$8,031,978.96

Monthly Payments:

7/31/2025	\$669,331.58
8/31/2025	\$669,331.58
9/31/2025	\$669,331.58
10/31/2025	\$669,331.58
11/31/2025	\$669,331.58
12/31/2025	\$669,331.58
1/31/2026	\$669,331.58
2/31/2026	\$669,331.58
3/31/2026	\$669,331.58
4/31/2026	\$669,331.58
5/31/2026	\$669,331.58
6/31/2026	\$669,331.58

Annual Payment
Total: \$8,031,978.96

**EXHIBIT E
Station Supplies**

Ceres Facility Supplies	
Item	Size/Quantity
Spray Disinfectant	19 oz
Powered cleanser	21 oz
Spray air freshener	15 oz
Furniture polish	20 oz
Stainless Steel cleaner	16 oz
Carpet spotter	Gallon
Urinal screen with block	Box
Tilex	16 oz
Floor Finish	Gallon
Pink soap	Gallon
Concentrate Disinfectant	Gallon
3M scotchbrite # 74 scrub sponge	
1/2-fold seat covers	250 count
Standard Toilet paper	500 count
Hard wound roll towels	1,000 count
Acid bowl cleaner	32 oz
Purel pump bottles	8 oz
Dial Gold antimicrobial	
Purel Wipes	270 count
Genlabs Odor-B-Gone	Gallon
DEB Foaming hand soap	33.8 oz
Symmetry hand soap	1250 ml
Betco fastdraw line	
- Ph7	
- Ultra	
- AF79	
- Disf	
- FiberPro	
- Best Scrub	

ATTACHMENT B

RESOLUTION(S)

**MODESTO CITY COUNCIL
RESOLUTION NO. 2021-293**

RESOLUTION APPROVING AN AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES BETWEEN THE CITY OF MODESTO AND THE CITY OF CERES FOR A FIVE-YEAR TERM, WITH A TWO-YEAR EXTENSION OPTION, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Ceres (“Ceres”) City Council authorized staff to explore contract for fire service agreements on March 8, 2021; and

WHEREAS, discussion began between Ceres and the City of Modesto (“COM”) to provide the following services within Ceres’ jurisdictional boundaries: fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space rescue, technical rescue and water rescue; and

WHEREAS, the initial term of the Agreement will be for five years, from August 3, 2021 through June 30, 2026, with the option of a two-year extension; and

WHEREAS, Ceres will compensate COM for all services provided, pursuant to the terms and conditions of the Agreement; and

WHEREAS, in the event the Agreement is terminated, Ceres intends to offer employment to COM Fire Department personnel affected by such termination; and

WHEREAS, the Agreement will generate approximately \$36,629,873 in new revenue to the General Fund, with total anticipated expenses at \$36,379,873 and net revenue at \$250,000, over the five-year term.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement to provide fire protection services between the City of Modesto and the City of Ceres for a five-year term, with a two-year extension option.

BE IT FURTHER RESOLVED, that the City Manager, or his designee is hereby authorized to execute the Agreement, in a form approved by the City Attorney.

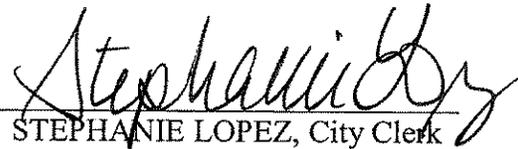
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of July, 2021, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Councilmember Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Escutia-Braaton, Kenoyer, Madrigal, Ricci, Wright, Zoslocki, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

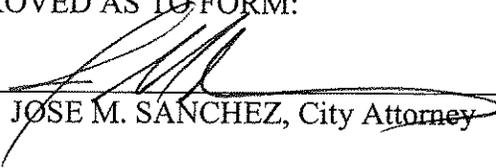
ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:


JOSE M. SANCHEZ, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2021-294**

**RESOLUTION APPROVING THE SIDE LETTER TO THE MODESTO CITY
FIRE FIREFIGHTERS ASSOCIATION MEMORANDUM OF
UNDERSTANDING AS IT RELATES TO THE AGREEMENT TO PROVIDE
FIRE PROTECTION SERVICES BETWEEN THE CITY OF MODESTO AND
CITY OF CERES, AND AUTHORIZING THE CITY MANAGER, OR HIS
DESIGNEE, TO EXECUTE THE AGREEMENT**

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Modesto (CITY) and the Modesto Fire Fighters Association (MCFFA) expires on June 30, 2022, and

WHEREAS, representatives of the CITY and the MCFFA have met and conferred in good faith concerning vacation boards and minimum staffing, and

WHEREAS, the CITY and MCFFA have reached agreement on language changes for a Letter of Agreement (LOA) which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the LOA provides as follows:

ARTICLE 26, PROBATION, newly hired Ceres employees shall serve a twelve (12) month probationary period, employees currently on probation will be considered probationary employees for all rules and regulations regarding their probationary status. Further, probationary employees shall pass all testing and requirements of the Fire Department. Employees not on probation at the time of the agreement shall be entitled to the Firefighter Bill of Rights, and

ARTICLE 32, VACATION, SECTION (J) of the MOU is amended to provide the number of vacation shifts boards available per work shift shall be seven (7) with the

exception of all holidays listed in Article 30 where the available vacation boards shall be eight (8), and five (5) holiday boards, and

WHEREAS, this contract amendment shall become effective upon ratification by the MCFFA and adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the side letter to the Modesto City Fire Firefighters Association Memorandum of Understanding as it relates to the Agreement to provide fire protection services between the City of Modesto and City of Ceres.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of July, 2021, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Councilmember Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Escutia-Braaton, Kenoyer, Madrigal, Ricci,
Wright, Zoslocki, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney

Letter of Understanding

Between

City of Modesto

And

Modesto City Firefighters Association, IAFF Local 1289

The City of Modesto, hereby referred to as “City” and the Modesto City Firefighters Association, IAFF Local 1289, hereby referred to as “Union” execute this Letter of Understanding (LOU) on this ___ day of _____ 2021 regarding the City of Ceres (Ceres) Contract for Services Agreement (Agreement) with the City.

The City and the Union agree:

Article 18. MINIMUM STAFFING POLICY

1. Effective July 1, 2021, Article 18 Section A shall remain in full force and effect relative to Ceres Firefighters. The parties to this agreement understand that in addition to the current normal staffing, Ceres shall staff the Truck (Quint) with four personnel (4.0 staffing), in conjunction with the understanding noted in a and b below.
 - a. Chief Officer Coverage. City shall ensure a qualified Shift Battalion Chief Officer or other Chief Officer, to be immediately available for response and management of emergency incidents as necessary to provide incident command and coordination functions within the jurisdictional boundaries of Ceres, including the authority to commit expenditure of Ceres funds (e.g., request for aircraft or specialized equipment or contractors) to mitigate an emergency incident.
 - b. Staffing. City shall provide, on a twenty-four (24) hour, seven (7) day per week basis, one (1) three (3) member company at Station 15, one (1) three (3) member company at Station 16 and one (1) four (4) member company at Station 18. Additional qualified fire personnel may be assigned to the Station(s) as determined by the City Fire Chief or his/her designee to provide supplemental

Fire Services or staffing for special events, anticipated weather events, or operational capacity. Minimum staffing level for Ceres shall be three (3) members per Engine Company and four (4) members per Quint (Truck) Company.

2. The Union will not consider a reduction in the staffing models noted above.

Article 26. PROBATION

1. Newly hired Ceres employees shall serve a one (1) year probationary period.
2. Employees currently on probation will be considered probationary employees for all rules and regulations regarding their probationary status. Further, probationary employees shall pass all testing and requirements of the Fire Department.
3. Employees not on probation at the time of this agreement shall be entitled to the Firefighter Bill of Rights.

Article 32. VACATION

1. For the term of the contract of Fire Protection Services between City and Ceres, the number of vacation boards shall be seven (7) and (5) holiday boards.
2. For the "Special" or "City recognized" holiday, the vacation boards shall be increased by one.

For the City

For the Union

**MODESTO CITY COUNCIL
RESOLUTION NO. 2021-295**

**RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL
YEAR 2021-22 AS ADOPTED IN THE OPERATING BUDGET**

WHEREAS, per Personnel Administrative Order 2.2-87-12, a classification study may be conducted in response to a reclassification request, to develop/revise a classification specification, or to assist in a reorganization; and

WHEREAS, classifications are being added to support a contract for fire services with the City Ceres; and

WHEREAS, position changes will be effective the pay period beginning August 3, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Position Allocation and the Fiscal Year 2021-22 Operating Budget for various departments as follows:

1. Create one (1) Division Chief, (3) Battalion Chiefs, nine (9) Fire Captains, nine (9) Fire Engineers, twelve (12) Firefighters, and one (1) Fire Inspector in the Modesto Fire Department Cost Center 18213.
2. Create one (1) Fire Captain assigned to the Stanislaus Fire Investigations Unit in the Modesto Fire Department Cost Center 18520.
3. Unfreeze one (1) Senior Fire Inspector in Modesto Fire Department Cost Center 18510.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of July, 2021, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Councilmember Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Escutia-Braaton, Kenoyer, Madrigal, Ricci, Wright, Zoslocki, Mayor Zwahlen

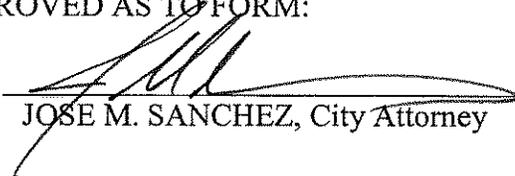
NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2021-296**

**RESOLUTION APPROVING AN APPLICATION TO THE STANISLAUS
LOCAL AGENCY FORMATION COMMISSION TO CONFIRM THE CITY OF
MODESTO'S FIRE SERVICE CONTRACT WITH THE CITY OF CERES AND
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE
THE APPLICATION**

WHEREAS, effective January 1, 2016, Government Code Section 56134 requires fire protection contracts or agreements for the exercise of new or extended fire protection services outside a public agency's jurisdictional boundaries to be reviewed by the Local Agency Formation Commission, and

WHEREAS, on July 13th, 2021, by Resolution 2021-XXX, the City Council approved an agreement to provide fire protection services between to the City of Modesto and the City of Ceres, and

WHEREAS, this Resolution of Application is proposed pursuant to Government Code Section 56134(c), and

WHEREAS, pursuant to Government Code Section 56134(e) and 56134(f), a plan for services and independent fiscal analysis shall be prepared and submitted with the application, and

WHEREAS, the application for review of a fire service contract is considered exempt from the California Environmental Quality Act under the General Rule, Section 15061(b)(3) as it can be seen with certainty that there will not be a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby adopts this Resolution approving application to the Local Agency

Formation Commission to confirm the City of Modesto's fire service contract with the City of Ceres.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of July, 2021, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Councilmember Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Escutia-Braaton, Kenoyer, Madrigal, Ricci, Wright, Zoslocki, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

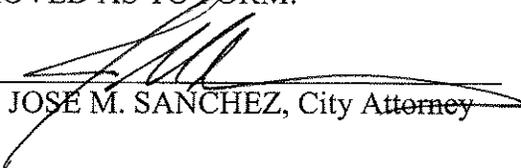
ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:


JOSE M. SANCHEZ, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2021-297**

**RESOLUTION AMENDING THE FISCAL YEAR 2021-22 OPERATING
BUDGET BY \$5,691,573 IN REVENUES AND \$5,645,740 IN EXPENSES AND
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO IMPLEMENT
THE PROVISIONS OF THIS RESOLUTION**

WHEREAS, the City of Ceres (“Ceres”) City Council authorized staff to explore contract for fire service agreements on March 8, 2021; and

WHEREAS, discussion began between Ceres and the City of Modesto (“COM”) to provide the following services within Ceres’ jurisdictional boundaries: fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space rescue, technical rescue and water rescue; and

WHEREAS, the initial term of the Agreement will be for five years, from August 3, 2021 through June 30, 2026, with the option of a two-year extension; and

WHEREAS, Ceres will compensate COM for all services provided, pursuant to the terms and conditions of the Agreement; and

WHEREAS, in the event the Agreement is terminated, Ceres intends to offer employment to COM Fire Department personnel affected by such termination; and

WHEREAS, the Agreement will generate approximately \$36,629,873 in new revenue to the General Fund, with total anticipated expenses at \$36,379,873 and net revenue at \$250,000, over the five-year term; and

WHEREAS, certain budgetary adjustments are necessary to fund this action.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2021-22 Operating Budget by \$5,691,573 in revenues and \$5,645,740 in expenses in Modesto Fire Department – Fire Services Cost Center (18213) in the General Fund to support this action.

BE IT FURTHER RESOLVED, that the City Manager, or his designee is hereby authorized to implement the provisions of this resolution.

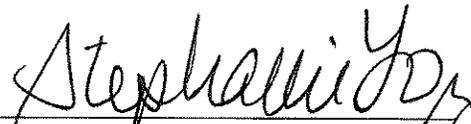
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of July, 2021, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Councilmember Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Escutia-Braaton, Kenoyer, Madrigal, Ricci, Wright, Zoslocki, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

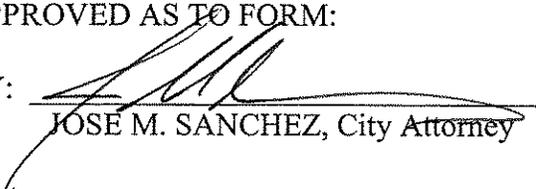
ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:


JOSE M. SANCHEZ, City Attorney

ATTACHMENT C

INDEPENDENT FISCAL ANALYSIS

PREPARED BY:

KEVIN WISE, DEPUTY FIRE CHIEF

FREMONT FIRE DEPARTMENT

Background

The City of Ceres (Ceres) and the City of Modesto (Modesto) have been working jointly for several years to provide fire protection services in their perspective jurisdictions. Both agencies felt the effects of the economic recession causing them to look for more efficient ways to maintain service levels with reduced budgets. Ceres and Modesto have been members of the Industrial Fire Protection Joint Powers Authority since 2007 where both parties provide fire protection services to the community within the Industrial Fire Protection District boundaries. In 2016 both agencies entered into an agreement with Stanislaus Consolidated Fire Protection District and the City of Turlock fire department to send the closest resource to any incident under automatic aid. This agreement has been recognized and known as the “Resource Sharing Agreement”. This partnership has proven to be very successful with efficiencies found in operations, common policies, and depth of resources for all parties.

The Ceres City Council authorized staff to explore contract for fire service agreements at the March 8, 2021 meeting. The City of Ceres has been challenged for many years in reaching a sustainable staffing level in Fire Administration to meet the needs of the department and the community. In July 2017, the one Chief Officer in administration retired. A Fire Chief was not hired as a replacement and the department operated without daily oversight which resulted in the loss of coordination between shifts and limited short and long-term planning. As a result, the workload was shifted to the Battalion Chiefs. Ceres did not fill the position and the City Manager assumed the role as Fire Chief for 18 months. In January 2019, the City recruited and hired a Fire Chief who was responsible for the workload of three administrative staff members. This included general oversight of all staff and programs as Fire Chief, Fire Prevention duties as Fire Marshal

and Training – EMS coordination by an Administrative Battalion Chief. All these responsibilities were only partially covered.

With a contract for fire services the Ceres Community will receive a fully staffed Administration Team. The team consists of a Fire Chief, four Division Chiefs, three Battalions for a total of nine shift Battalion Chief Officers, and a Special Operations Battalion Chief on a (40-hour work week). The resource depth of a 174 Member Regional Team consisting of 16 staffed stations, 15 Engine Companies, three 4-Member Truck Companies, 168 Firefighters (Captains, Engineers, and Firefighters), a Training Division staff of 3 and 3 Members in the Fire Investigation Unit. The daily staffing is 61 members.

On June 14, 2021 the Ceres City Council voted and approved to enter into a contract for fire protection services with the City of Modesto. On July 13, 2021 the Modesto City Council voted and approved the contract for fire protection services with the City of Ceres.

Summary

A thorough review of the AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES BETWEEN THE CITY OF MODESTO AND THE CITY OF CERES (Plan for Service) was conducted. The plan for service contains the necessary information related to providing fire protection services to the City of Ceres. The term of the contract is for five (5) years with the option of a two (2) year extension. Termination of the contract for service requires a twelve (12) month written notification.

The contract for service contains a five-year cost projection and monthly fee schedule. The payment schedule is based on a flat rate for fire and administrative services provided. The flat rate for service will provide Ceres with a known cost without fluctuations, which will allow the

contract agency to accurately budget for over the next five (5) years. The proposed fire department budget for Ceres for Fiscal Year 21/22 is \$8,408,592. The Fiscal Year 21/22 budget was not adopted by the Ceres City Council and at this time Ceres is operating on an expenditure plan in lieu of a 21/22 budget. The contract for service proposed by the City of Modesto for the Fiscal Year 21/22 is \$6,208,988. The Modesto agreement includes three (3) additional firefighters, an additional division chief and additional fire inspector. There are annual costs that will remain with Ceres totaling \$1,614,348, this makes the Fiscal Year 21/22 fire budget for Ceres \$7,823,336.

In the agreement with the City of Modesto Ceres will be responsible for their Capital Assets. Ceres will retain ownership of their fire stations along with their apparatus and equipment. The yearly budget provides for minor repairs and service, however if there is a need for a significant repair or a need for a Capital Improvement Project, Ceres will provide for such expenditures. In the agreement the City of Modesto agrees to hire all current Ceres Fire personnel at their current rank.

An analysis of Ceres revenue was analyzed to insure it is sufficient to provide public services and facilities and a reasonable reserve during the five fiscal years following the effective date of the contract to provide fire protection services. The City of Ceres has proposed General Fund Revenues to cover fire services costs in the amount of \$8,408,592 in FY 2021-2022. Ceres historically sees a 4.5% increase in the fire department budget, with no changes the Ceres Fire budget would grow to \$10,027,402 in five (5) years. The additional personnel the contract with the City of Modesto has proposed would add to this amount. The General Fund Reserve Balance for Ceres at the end of Fiscal Year 20/21 is \$6,975,176 equaling 32.1% of the General Fund Budget. With a healthy General Fund Reserve Level and the City's prudent budgeting practices

the City of Ceres can afford the costs associated with the fire services contract with the Modesto Fire Department.

Contract Cost for City of Ceres

<u>FY 2021-2022</u>	<u>FY 2022-2023</u>	<u>FY 2023-2024</u>	<u>FY 2024-2025</u>	<u>FY 2025-2026</u>
\$6,208,988.64 (prorated based on start date)	\$6,993,264.36	\$7,430,275.56	\$7,965,365.52	\$8,031,978.96

ATTACHMENT D

LETTER(S) OF SUPPORT

SUBMITTED BY:

CERES PROFESSIONAL FIREFIGHTERS L#3636

&

MODESTO CITY FIREFIGHTER ASSOCIATION L#1289



CERES PROFESSIONAL FIREFIGHTERS

LOCAL #3636

Jeremy Hackett, President
Joseph Spani, Secretary/Treasurer
William Finley, Vice President
Jason Cripe, Vice President
Mike Miller, Vice President

To the LAFCO Board,

We Local 3636 are writing you to show our support for the contract for service with the City of Modesto and the Modesto Fire Department. This labor group voted in favor of supporting the contract for service with the Modesto Fire Department. We look forward to a swift implementation of this contract for the labor group and the community as a whole.

Jeremy Hackett
Local 3636 President



Modesto City Fire Fighters As

Post Office Box 393 • Modesto, CA 9535

To the Stanislaus County LAFCO,

The Modesto City Firefighters Association (MCFFA) would like to express our support for the City of Modesto Fire Department's contract for services to the City of Ceres. We look forward to working with both Fire Administrations and Cities to implement this seamlessly and to better the services for our two communities.

Regards,
Ruben Esparza
Vice President
Modesto City Firefighters Assoc
L1289

EXHIBIT C

Government Code Section 56134

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Government Code Section 56134

- (a) (1) For the purposes of this section, “fire protection contract” means a contract or agreement for the exercise of new or extended fire protection services outside a public agency’s jurisdictional boundaries, as authorized by Chapter 4 (commencing with Section 55600) of Part 2 of Division 2 of Title 5 of this code or by Article 4 (commencing with Section 4141) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, except those contracts entered into pursuant to Sections 4143 and 4144 of the Public Resources Code, that does either of the following:
- (A) Transfers responsibility for providing services in more than 25 percent of the area within the jurisdictional boundaries of any public agency affected by the contract or agreement.
 - (B) Changes the employment status of more than 25 percent of the employees of any public agency affected by the contract or agreement.
- (2) A contract or agreement for the exercise of new or extended fire protection services outside a public agency’s jurisdictional boundaries, as authorized by Chapter 4 (commencing with Section 55600) of Part 2 of Division 2 of Title 5 of this code or Article 4 (commencing with Section 4141) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, except those contracts entered into pursuant to Sections 4143 and 4144 of the Public Resources Code, that, in combination with other contracts or agreements, would produce the results described in subparagraph (A) or (B) of paragraph (1) shall be deemed a fire protection contract for the purposes of this section.
- (3) For the purposes of this section, “jurisdictional boundaries” shall include the territory or lands protected pursuant to a fire protection contract entered into on or before December 31, 2015. An extension of a fire protection contract entered into on or before December 31, 2015, that would produce the results described in subparagraph (A) or (B) of paragraph (1) shall be deemed a fire protection contract for the purposes of this section.
- (b) Notwithstanding Section 56133, a public agency may provide new or extended services pursuant to a fire protection contract only if it first requests and receives written approval from the commission in the affected county pursuant to the requirements of this section.
- (c) A request by a public agency for commission approval of new or extended services provided pursuant to a fire protection contract shall be made by the adoption of a resolution of application as follows:
- (1) In the case of a public agency that is not a state agency, the application shall be initiated by the adoption of a resolution of application by the legislative body of the public agency proposing to provide new or extended services outside the public agency’s current jurisdictional boundaries.
 - (2) In the case of a public agency that is a state agency, the application shall be initiated by the director of the state agency proposing to provide new or extended services outside the agency’s current jurisdictional boundaries and be approved by the Director of Finance.

- (3) In the case of a public agency that is a local agency currently under contract with a state agency for the provision of fire protection services and proposing to provide new or extended services by the expansion of the existing contract or agreement, the application shall be initiated by the public agency that is a local agency and be approved by the Director of Finance.
- (d) The legislative body of a public agency or the director of a state agency shall not submit a resolution of application pursuant to this section unless both of the following occur:
 - (1) The public agency does either of the following:
 - (A) Obtains and submits with the resolution a written agreement validated and executed by each affected public agency and recognized employee organization that represents firefighters of the existing and proposed service providers consenting to the proposed fire protection contract.
 - (B) Provides, at least 30 days prior to the hearing held pursuant to paragraph (2), written notice to each affected public agency and recognized employee organization that represents firefighters of the existing and proposed service providers of the proposed fire protection contract and submits a copy of each written notice with the resolution of application. The notice shall, at minimum, include a full copy of the proposed contract.
 - (2) The public agency conducts an open and public hearing on the resolution, conducted pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5) or the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2), as applicable.
- (e) A resolution of application submitted pursuant to this section shall be submitted with a plan which shall include all of the following information:
 - (1) The total estimated cost to provide the new or extended fire protection services in the affected territory.
 - (2) The estimated cost of the new or extended fire protection services to customers in the affected territory.
 - (3) An identification of existing service providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.
 - (4) A plan for financing the exercise of the new or extended fire protection services in the affected territory.
 - (5) Alternatives for the exercise of the new or extended fire protection services in the affected territory.
 - (6) An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.
 - (7) The level and range of new or extended fire protection services.

- (8) An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.
 - (9) An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is completed.
 - (10) A determination, supported by documentation, that the proposed fire protection contract meets the criteria established pursuant to subparagraph (A) or (B) of paragraph (1) or paragraph (2), as applicable, of subdivision (a).
- (f) The applicant shall cause to be prepared by contract an independent fiscal analysis to be submitted with the application pursuant to this section. The analysis shall review and document all of the following:
- (1) A thorough review of the plan for services submitted by the public agency pursuant to subdivision (e).
 - (2) How the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services.
 - (3) Any other information and analysis needed to support the findings required by subdivision (j).
- (g) The clerk of the legislative body of a public agency or the director of a state agency adopting a resolution of application pursuant to this section shall file a certified copy of the resolution with the executive officer.
- (h) (1) The executive officer, within 30 days of receipt of a public agency's request for approval of a fire protection contract, shall determine whether the request is complete and acceptable for filing or whether the request is incomplete. If a request does not comply with the requirements of subdivision (d), the executive officer shall determine that the request is incomplete. If a request is determined incomplete, the executive officer shall immediately transmit that determination to the requester, specifying those parts of the request that are incomplete and the manner in which they can be made complete. When the request is deemed complete, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete.
- (2) The commission shall approve, disapprove, or approve with conditions the contract for new or extended services following the hearing at the commission meeting, as provided in paragraph (1). If the contract is disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration.
- (i) (1) The commission shall not approve an application for approval of a fire protection contract unless the commission determines that the public agency will have sufficient revenues to

carry out the exercise of the new or extended fire protection services outside its jurisdictional boundaries, except as specified in paragraph (2).

- (2) The commission may approve an application for approval of a fire protection contract where the commission has determined that the public agency will not have sufficient revenue to provide the proposed new or different functions or class of services, if the commission conditions its approval on the concurrent approval of sufficient revenue sources pursuant to Section 56886. In approving a proposal, the commission shall provide that, if the revenue sources pursuant to Section 56886 are not approved, the authority of the public agency to provide new or extended fire protection services shall not be exercised.
- (j) The commission shall not approve an application for approval of a fire protection contract unless the commission determines, based on the entire record, all of the following:
- (1) The proposed exercise of new or extended fire protection services outside a public agency's jurisdictional boundaries is consistent with the intent of this division, including, but not limited to, the policies of Sections 56001 and 56300.
 - (2) The commission has reviewed the fiscal analysis prepared pursuant to subdivision (f).
 - (3) The commission has reviewed any testimony presented at the public hearing.
 - (4) The proposed affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the effective date of the contract or agreement between the public agencies to provide the new or extended fire protection services.
- (k) At least 21 days prior to the date of the hearing, the executive officer shall give mailed notice of that hearing to each affected local agency or affected county, and to any interested party who has filed a written request for notice with the executive officer. In addition, at least 21 days prior to the date of that hearing, the executive officer shall cause notice of the hearing to be published in accordance with Section 56153 in a newspaper of general circulation that is circulated within the territory affected by the proposal proposed to be adopted and shall post the notice of the hearing on the commission's Internet Web site.
- (l) The commission may continue from time to time any hearing called pursuant to this section. The commission shall hear and consider oral or written testimony presented by any affected local agency, affected county, or any interested person who appears at any hearing called and held pursuant to this section.
- (m) This section shall not be construed to abrogate a public agency's obligations under the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500) of Division 4 of Title 1).

(Amended by Stats. 2016, Ch. 165, Sec. 1. (AB 2910) Effective January 1, 2017.)

EXHIBIT D

Draft LAFCO Resolution No. 2021-12

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**STANISLAUS COUNTY LOCAL AGENCY
FORMATION COMMISSION**

RESOLUTION

DATE: July 28, 2021

NO. 2021-12

SUBJECT: LAFCO APPLICATION NO. 2021-05 - CITY OF MODESTO FIRE SERVICE CONTRACT WITH THE CITY OF CERES

On the motion of Commissioner _____, seconded by Commissioner _____, and approved by the following:

Ayes: Commissioners:
Noes: Commissioners:
Ineligible: Commissioners:
Absent: Commissioners:

THE FOLLOWING RESOLUTION WAS ADOPTED:

WHEREAS, the City of Modesto, by resolution of application, has submitted a request for approval of a contract for the provision of fire services outside the City’s jurisdictional boundaries to the City of Ceres, including the service areas of the Modesto-Ceres Fire Protection Agency (for the Industrial Fire Protection District) and the Ceres Fire Protection;

WHEREAS, pursuant to Government Code Section 56134(e) and 56134(f), the City of Modesto also prepared and submitted a plan for services and independent fiscal analysis with its application;

WHEREAS, the area to be served is located outside the current city limits and sphere of influence of the City of Modesto;

WHEREAS, the application for review of a fire service contract is considered exempt from the California Environmental Quality Act pursuant to the General Rule, Section 15061(b)(3) as it can be seen with certainty that there will be no significant effect on the environment;

WHEREAS, the Commission has, in evaluating the proposal, considered the report submitted by the Executive Officer, the plan for services and fiscal analysis prepared by the City of Modesto, consistency with California Government Code Section 56134, and the Commission’s adopted policies, and all testimony and evidence presented at the meeting held on July 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that this Commission:

1. Finds that the fire protection service contract is consistent with the Commission’s adopted policies, the overall intent of LAFCO, and California Government Code Section 56134.
2. Finds that the fire protection service contract is exempt pursuant to the California Environmental Quality Act.
3. Approves the City of Modesto’s proposed contract to provide fire services to the City of

Ceres and service areas of the Modesto-Ceres Fire Protection Agency and the Ceres Fire Protection, as requested.

4. Directs the Executive Officer to forward a copy of this resolution to the City of Modesto.

ATTEST: _____
Sara Lytle-Pinhey, Executive Officer