

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE June 28, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Memorandum of Understanding and Settlement Agreement and Release with Modesto City Schools Regarding Gregori High School Traffic Mitigation

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding and Settlement Agreement and Release with Modesto City Schools regarding Gregori High School Traffic Mitigation.
2. Authorize the Chief Executive Officer to sign the Memorandum of Understanding and Settlement Agreement and Release.

FISCAL IMPACT:

Under the proposed Memorandum of Understanding (MOU), Stanislaus County will eventually receive \$855,600 from commercial school impact developer fees (Commercial Fees) collected by the Modesto High School District. At the end of each Fiscal Year, the District will account for the amount of commercial fees collected for that time period and will forward that amount to the County by September 15th of the following fiscal year, until the total \$855,600 obligation has been met. The proceeds will be used to

- Continued on Page 2 -

BOARD ACTION AS FOLLOWS:

No. 2011-388

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

address traffic mitigation needs identified in the Gregori High Final Environmental Impact Report (FEIR). It is anticipated at this time that the majority of the proceeds will be applied to the Kiernan Avenue Interchange Project.

DISCUSSION:

Gregori High was opened to students in the Fall of 2010 and is located on the corner of Pirrone and Stoddard, in the Salida Community Plan area. It is a 14 building, 276,130 square foot complex capable of housing 2,500 students. It is surrounded by agricultural uses.

The FEIR stated that Modesto City Schools (MCS) would pay its fair share contribution toward any roadway improvements required to mitigate traffic impacts caused by the high school project. Those roadway improvements included:

- The widening of Stoddard to 4 lanes between Kiernan and Pirrone
- Intersection improvements at Kiernan/Stoddard including providing a three-lane southbound approach lane
- Installation of traffic signals at Dale/Ladd and Sisk/Pirrone
- Regionally necessary improvements including signalization of the SR99/Hammett Road intersection and modifications to the SR99/Kiernan interchange
- Other identified improvements when levels of service reached unacceptable levels

The FEIR further required MCS to front the cost of necessary roadway improvements including: widening Stoddard Road from the intersection of Stoddard Road and Kiernan Avenue north to the project site; constructing improvements at the intersection of Stoddard Road and Kiernan Avenue necessary to mitigate impacts resulting from the project; and extending Pirrone Road from Stoddard Road to Dale Road. The FEIR contemplated that MCS would be able to seek reimbursements from Stanislaus County for these improvements, such that the district, after reimbursement, would only be required to pay its fair share. The reimbursement method suggested in the FEIR was an MOU that would be developed jointly by MCS and Stanislaus County. Supporting the environmental review process was a 2004 traffic study conducted by KD Anderson created to summarize the traffic impacts associated with developing Gregori High.

Since July 2008, county staff has been meeting with representatives from Modesto City Schools to work through the various issues identified in the FEIR. Discussions revolved around the difficulty of identifying any statutory provisions that would grant authority to collect monies for reimbursement from future development since the development of Gregori High School did not require any discretionary approvals from the County; coming to agreement on the methodology and amount of a "fair share"

Approval of a Memorandum of Understanding and Settlement Agreement and Release with Modesto City Schools Regarding Gregori High School Traffic Mitigation
Page 3

contribution; and the development of strategies to ensure better coordination and communication between the County and MCS in future school site selection and development when it impacts the unincorporated area.

The proposed MOU will resolve the issues surrounding the Gregori Traffic Mitigation Measures and will provide a method for increased communication and participation in future school site selections. Under the terms of the Agreement, MCS will pay the County \$855,600 over time as commercial fees are collected. It is anticipated that this could take up to 10 years or more before this amount is fully paid down. The \$855,600 represents an approximate amount of Public Facilities Fees that would be collected on a large commercial development for a 276,000 square foot facility. In addition, MCS agrees to allow one elected County Official and one unelected County official to sit on the Modesto High School District's site selection committee in an advisory capacity for site selections which could reasonably impact unincorporated areas of the County. The provisions contained in the agreement would resolve all issues relative to Gregori High Traffic Mitigation Measures.

POLICY ISSUES:

The Board is asked to consider whether approval of the Memorandum of Understanding is consistent with the Board's priorities of a Well Planned Infrastructure and Effective Partnerships.

STAFFING IMPACTS:

There are no staffing impacts associated with this item. Existing staff from within the Chief Executive Office, County Counsel and Public Works have all worked on the development of the Memorandum of Understanding.

CONTACT: Stan Risen, Chief Executive Office, 342-1731

**MEMORANDUM OF UNDERSTANDING AND
SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE ("**Settlement Agreement**") is entered into to be effective on **June 28, 2011** ("**Effective Date**") by and between the Modesto Elementary School District, Modesto High School District (collectively, the "**District**") and County of Stanislaus ("**County**"). District and County are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Modesto High School District is the owner of real property located in the County, commonly referred to as Gregori High School ("**Gregori**"). Gregori represents approximately 276,000 square feet of usable space and is designed to house approximately 2,500 full time students. As of the effective date of this Agreement, Gregori is operating at approximately 50% capacity as a result of a phased opening process being used by the Modesto High School District.

B. As part of the development of Gregori, an environmental impact report was certified by the District's Board of Trustees pursuant to Resolution 04/05-29 (the "EIR") that identified Gregori's various environmental impacts including, traffic and circulation issues and established certain traffic and circulation mitigation measures as further described in sections 4.3.2 thru and including 4.3.13 of the EIR's Mitigation Monitoring and Reporting Program all as shown in Exhibit A which is attached hereto and incorporated herein by reference ("**Gregori Traffic Mitigation Measures**").

C. Pursuant to this Agreement, the Parties wish to resolve all their issues surrounding the Gregori Traffic Mitigation Measures and provide for a method whereby the County is kept informed of the Modesto High School District's future school site selections. The Parties desire to enter into this Settlement Agreement to resolve the disputes described above in order to avoid the time or expense of protracted litigation between the Parties without admitting to any liability for the claims made by County against District, to resolve potential disputes regarding the Gregori Traffic Mitigation Measures.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and releases set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Resolution of Gregori Traffic Mitigation Measures.

District agrees to pay the sum of \$855,600 ("Fee Amount") as payment in full for the resolution of all disputes associated with the Gregori Traffic Mitigation Measures. The obligation to pay the Fee Amount is solely limited to the amount of commercial school impact developer fees ("Commercial Fees") the Modesto High School District collects and retains pursuant to the authority granted by Education Code section 17620 *et seq.* and Government Code section 65995 *et seq.* within its boundaries commencing from the effective date of this Agreement. At the end of each Fiscal Year, the Modesto High School District will account for the amount of Commercial Fees collected for that time period. After deducting a 3% administrative fee from the amount collected and retained, the Modesto High School District will forward said amount to the County by September 15 of the following fiscal year, and deduct that

amount from the outstanding balance still due. The County agrees that the County may not accelerate District's obligation to pay the Fee Amount.

2. Site Selection Advice.

Subject to the approval by the District which approval shall not be unreasonably withheld, District agrees to allow one elected County official and one unelected County official both to be designated by the County Administrator and both to sit on the Modesto High School District's site selection committee in an advisory capacity until the Fee Amount is paid. The participation by the aforementioned County officials shall be limited to only those site selections which could reasonably impact unincorporated areas of the County.

3. Settlement in Lieu of Litigation.

Because of the time, expense and uncertainties associated with potential litigation between the District and County, and in exchange for the mutual considerations exchanged and agreed to by the Parties under this Agreement, County and the District agree to fully, finally and completely resolve and settle all past and present disputes, known and unknown, regarding the Gregori Traffic Mitigation Measures including the entering into of any memorandum of understanding contemplated in the EIR.

4. Release by County.

Except for those obligations created by this Agreement and the matters reserved under this Agreement, County on its own behalf, and on behalf of its Board of Supervisors, board members, officers, directors, employees, successors, predecessors, assigns, agents and anyone who may claim by or through County, hereby fully, finally, and forever releases and discharges the District, and as applicable, its Board of

Trustees, board members, officers, directors, employees, predecessors, assigns, agents, and all other individuals associated therewith, from any and all past and present claims, obligations, promises, demands, rights, actions, causes of action, litigation, liability, costs, fees and expenses of any kind whatsoever, whether known or unknown arising from or relating to the method of implementation of the Gregori Traffic Mitigation Measures. The releases set forth in this paragraph are each intended, and shall be full and complete releases, and the subject matter of the releases is referred to hereinafter as the "County Released Matters."

5. Release by District.

Except for those obligations created by this Agreement and the matters reserved under this Agreement, District, on its own behalf, and on behalf of its Board of Trustees, officers, directors, members, employees, successors, predecessors, assigns, agents, and anyone who may claim by or through District, hereby fully, finally and forever releases and discharges County, and as applicable, its Board of Supervisors, board members, officers, directors, employees, guarantors, subsidiaries, successors, predecessors, assigns, agents, and all other individuals associated therewith, from any and all past and present claims, obligations, promises, demands, rights, actions, causes of action, litigation, liability, costs, fees and expenses of any kind whatsoever, whether known or unknown, arising from or relating to the method of implementation of the Gregori Traffic Mitigation Measures. The releases set forth in this paragraph are each intended, and shall be full and complete releases, and the subject matter of the releases is referred to hereinafter as the "District Released Matters."

6. Waiver.

Regarding the County Released Matters and District Released Matters described in paragraphs 4 and 5, above, County and District waive all of their respective rights that they may have under the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

County and District declare that they each understand the full nature, extent and import of section 1542 of the California Civil Code and have been so advised by their attorneys.

7. Costs and Attorneys' Fees.

As between the Parties, each shall bear their own costs, expenses and fees, including, without limitation, attorneys' and experts/consultants fees regarding the preparation of this Agreement.

8. Settlement Not Admission of Liability.

The Settlement, releases and other matters set forth herein are a compromise and settlement of disputed and contested claims between the Parties, and nothing contained herein shall be construed as an admission by any Party of any obligation and/or liability of any kind to any other Party.

9. Entire Agreement.

This Agreement contains and embodies the entire agreement of the Parties with regard to the obligations under this Agreement and to the County Released Matters and District Released Matters covered in this Agreement, and no representations, inducements, or other agreements, oral or otherwise, not embodied herein, exist nor shall they be of any force or effect. This Agreement can only be modified or amended by a subsequent written agreement signed by the Parties hereto, but only after approval of such modification and/or amendment by the Board of Trustees of the District.

10. Successors and Assigns.

This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, assigns, heirs, predecessors, and successors, past, present and future.

11. Construction.

The Parties to this Agreement shall each be deemed to have drafted this Agreement, such that no ambiguity in this Agreement, if any, shall be construed against any Party.

12. Further Assurances.

The Parties agree to execute all such other documents and perform such other acts as are necessary to give effect to the intent and purposes of this Agreement.

13. California Law.

This Agreement is entered into and shall be subject to the laws of the State of California.

14. Venue.

Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Stanislaus, State of California.

15. Interpretation.

This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either the District or the County.

16. Failure to Enforce.

The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

17. Third Parties.

The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties thereto, to any person or entity other than the Parties hereto.

18. Counterparts.

This Agreement may be signed in counterparts, all of which taken together shall be construed as one original. Telefaxed or electronically mailed signatures shall constitute original signatures for all purposes.

19. Notices.

Any notice from a Party required or permitted by this Agreement to be given or served on the other Party must be in writing and may be delivered by:

(a) personal delivery (hand delivery or professional messenger service, signature on delivery receipt requested);

(b) registered or certified mail (postage prepaid, return receipt requested);

(c) private delivery or courier service, e.g., UPS, FedEx, Overnight Express
(delivery charges prepaid and signature on delivery receipt requested);

or

(d) facsimile transmission (transmission confirmation retained in sender's records and the original sent via first class U. S. Mail within 24 hours of transmission).

Any notice pursuant to this Agreement shall be deemed given or served only upon actual receipt by the addressee. This paragraph shall not be construed to apply to day-to-day communications between the Parties that are necessary or convenient for implementation of this Agreement. Any Party named below in this paragraph may change its name, person to whom the notice should be addressed, address or other information, by giving notice as provided in this paragraph.

As applicable, notices should be addressed as follows:

To District:

Modesto City School District
426 Locust Street
Modesto, CA 995351
Attn: Dennis Snelling

With a Copy to:

Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
Attn: Constantine Baranoff

To County: Stanislaus County
1010 10th Street, Suite 2300
Modesto, CA 95354
Attn: Executive Director

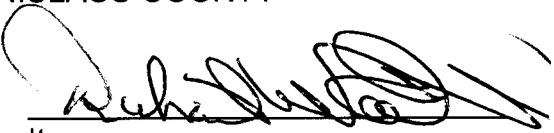
With a copy to: Stanislaus County
1010 10th Street, Suite 6400
Modesto, CA 95354
Attn: County Counsel

20. Authority to Execute.

Each Party hereto represents and warrants that it is represented by legal counsel and that it is authorized to sign this Agreement and bind the respective Party hereby and that all acts necessary to confer such authority have been duly properly and legally taken.


Dated: June 28th, 2011

STANISLAUS COUNTY

By: 
Its: _____

Dated: _____

MODESTO HIGH SCHOOL DISTRICT

By: 
Its: _____

By: _____
Its: _____

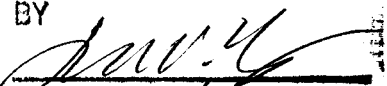
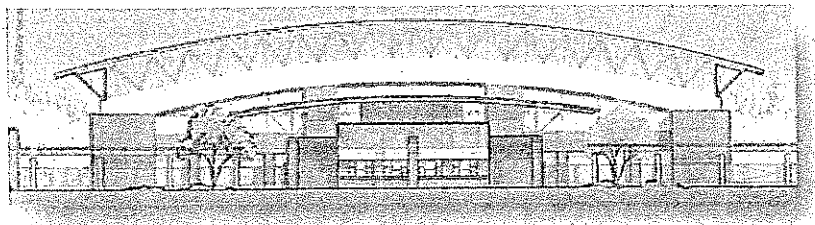
APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY 
DATE: 6/23/11

Exhibit A

Final Mitigation, Monitoring and Reporting Program for Joseph A. Gregori High School – Sections 4.3.2 thru and including 4.3.13

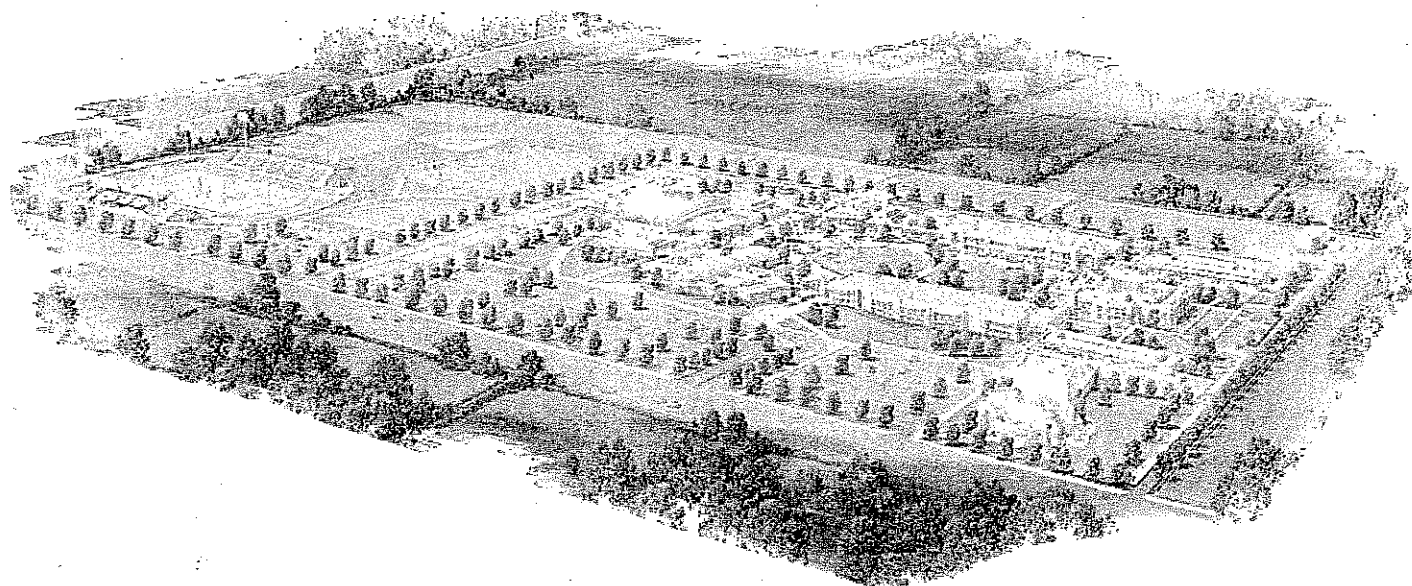
JOSEPH A. GREGORI HIGH SCHOOL

MITIGATION MONITORING AND REPORTING PROGRAM



PREPARED FOR

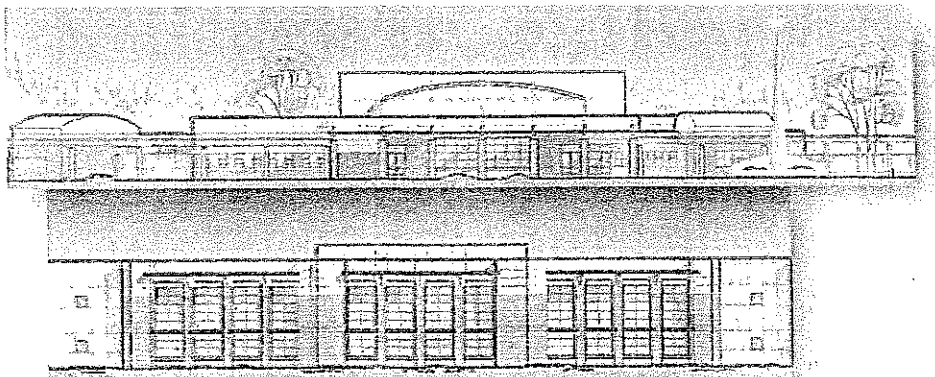
MODESTO CITY SCHOOLS
426 LOCUST STREET
MODESTO, CA 95351-2699



PREPARED BY

PMC

10461 OLD PLACERVILLE ROAD
SUITE 110
RANCHO CORDOVA, CA 95827



SCH # 2002052081
FEBRUARY 2005

MITIGATION MONITORING AND REPORTING PROGRAM

FOR THE

JOSEPH A. GREGORI HIGH SCHOOL

PREPARED FOR:

MODESTO CITY SCHOOLS
426 LOCUST STREET
MODESTO, CA 95351-2699

PREPARED BY:

PACIFIC MUNICIPAL CONSULTANTS
10461 OLD PLACERVILLE ROAD, SUITE 110
RANCHO CORDOVA, CA 95827
916.361.8384
FAX: 916.361.1574

FEBRUARY 2005

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING PROGRAM CONTENTS

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Joseph A. Gregori High School Project. The MMRP includes a brief discussion of the legal basis for and purpose of the program, discussion and direction regarding complaints about noncompliance, a key to understanding the monitoring matrix, and the monitoring matrix itself.

LEGAL BASIS OF AND PURPOSE FOR THE MITIGATION MONITORING PROGRAM

California Public Resources Code Section 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report (EIR) or a mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the Joseph A. Gregori High School Project EIR. It is intended to be used by Modesto City Schools (MCS) staff, participating agencies, project contractors and mitigation monitoring personnel during implementation of the project.

The purpose of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures and permit conditions. The MMRP will provide for monitoring of construction activities as necessary, on-site identification and resolution of environmental problems, and proper reporting.

DEVELOPMENT AND APPROVAL PROCESS

The timing elements of mitigation measures and definition of the development process has been provided in detail through this MMRP to assist existing and future MCS staff by providing the most usable monitoring document possible.

RESPONSIBILITIES AND AUTHORITY

MCS will have primary responsibility for the operation and implementation of the MMRP. The MCS will be responsible for the following activities:

- Coordination of monitoring activities.
- Direction of the preparation and filing of compliance reports.
- Maintenance of records concerning the status of all mitigation measures.

MONITORING MATRIX

The tables on the back pages of the MMRP identify the measures proposed for the Joseph A. Gregori High School Project. These mitigation measures are reproduced from the EIR for the project. The tables have the following columns:

Mitigation Measure: Lists the mitigation measures identified within the Joseph A. Gregori High School Project EIR for a specific impact, along with the number for each measure as enumerated in the EIR.

Implementation and Monitoring Action: Identifies when the mitigation measure will be implemented and who is responsible for implementing and monitoring the fulfillment of the measure.

MITIGATION MONITORING AND REPORTING PROGRAM

Enforcement/Monitoring Agency: References to MCS or any other responsible agency responsible for enforcement/monitoring of the mitigation measure.

Timing: Identifies at what point in time the mitigation measure will be implemented.

Mitigation Completed: Spaces to be initialed and dated by the individual designated to verify adherence to a specific mitigation measure.

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
Land Use				
<p>MM 4.1.4a MCS shall be responsible for ensuring that it is safe for the students to use the play fields after agricultural spraying and burning have occurred. The Gregori High School Principal shall pursue a written agreement with adjacent property owners to the north and south to receive 48-hour notification of planned burning and aerial spraying activities, including, the type of pesticide(s) to be used the time of day when the spraying will occur. If agricultural burning occurs on days when school is in session, the Principal of Gregori High School shall seek counsel from the San Joaquin Valley Air Pollution Control District to determine if the air quality is safe for outside activity. If the Air District determines the air quality is not safe after burning, the Principal shall require the students to stay indoors and cancel any scheduled outdoor practices and games until the air quality is acceptable. If aerial spraying of the adjacent agricultural lands occurs on days when school is in session, the Principal of Gregori</p>	<p>MCS will be responsible for developing a protocol for agricultural burning and aerial spraying activities.</p>	<p>MCS</p>	<p>Prior to occupancy of the school and ongoing.</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
<p>High School shall seek counsel from an expert (e.g., the Stanislaus County Agricultural Commissioner or other qualified agricultural specialist) to monitor the spraying activities to determine if the pesticides have adequately dissipated based on the individual Re-entry interval (REI) for the pesticide(s) used. The play fields and outdoor facilities (e.g., pool, tennis courts, basketball courts, etc.) shall not be used until the pesticides have dissipated and the Principal shall post "caution" or "warning" postings, if applicable, based on the type of pesticide used, and adherence to REI requirements.</p>				
<p>MM 4.1.4b MCS shall post "No Parking, Private Property" signs along Pirrone Road, and Stoddard Road, and provide parking enforcement (ticketing) during regular school hours as well as during after school events and special events.</p>	<p>MCS will be responsible for monitoring and enforcing offsite parking during events at the stadium. Signage and ticketing shall be used to discourage parking on neighboring properties.</p>	<p>MCS</p>	<p>Install signs prior to opening the high school/during football games and special events.</p>	
<p>MM 4.1.5 MCS shall contribute to the Farmland Conservancy Fund, or an equivalent program (approved by Stanislaus County)</p>	<p>MCS shall select a conservation program to contribute to in order to fund farmland preservation. The</p>	<p>MCS.</p>	<p>In conjunction with issuance of DSA</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>for funding farmland preservation in Stanislaus County. The amount of contribution shall allow the conservation of one acre of farmland in Stanislaus County for each acre of farmland converted by the proposed project. The amount of contribution shall, at a minimum, reflect the then-current value of an agricultural easement on comparable prime agricultural land of equal size to the acreage of the parcel for which a permit is sought, and a 10% increment for program administration under the Farmland Conservancy Program, or an equivalent program for funding farmland preservation projects in Stanislaus County.</p> <p>The valuation of such easement shall be determined by the Stanislaus County Department of Planning and Community Development in consultation with the California Department of Conservation. If current information on such valuation is not available, the County may require MCS to furnish an appraisal of the valuation of an agricultural easement on comparable agricultural land in</p>	<p>program must be acceptable to Stanislaus County.</p>		<p><i>building permit.</i></p>	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
the project vicinity.				
Human Health/Risk of Upset				
MM 4.2.2 All structures on the project site shall be tested by a certified inspector to determine the presence of lead based paint and/or ACBMs. If the structures are found to contain lead or asbestos, all handling, transportation, and removal procedures shall be done in accordance with all federal, state and local regulations regarding these substances.	MCS shall contract with a certified inspector to test materials in structures identified on-site for demolition.	MCS	<i>Prior to site preparation and development activities.</i>	
MM 4.2.3 If subsurface structures are encountered during site excavation or development, a certified inspector shall be called in to determine whether or not the structures contain asbestos. In the event that any subsurface structures are encountered during site development or excavation on-site, care should be exercised in determining whether or not the subsurface structures contain asbestos. If they contain asbestos, they should be removed, handled, transported, and disposed of in accordance with local, state and federal laws and regulations.	MCS shall contract with a certified inspector if subsurface structures are encountered during site excavation. If hazardous material are present, MCS shall contract with Kleinfelder for development and implementation of a clean-up plan.	MCS	<i>During site development and excavation activities.</i>	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>Additionally, if suspect materials are evident, Kleinfelder (Phase I Environmental Assessor) shall be notified and a clean-up plan shall be prepared and implemented and clean-up plan shall be prepared and implemented.</p>				
<p>MM 4.2.4 The project shall comply with all recommendations of the Phase I and pending PEA that is being conducted for the project site.</p>	<p>MCS shall comply with all recommendations of the Phase I and PEA.</p>	<p>MCS</p>	<p><i>During site development and excavation activities.</i></p>	
<p>MM 4.2.6 The on-site septic tanks and associated leach lines shall be removed prior to commencing construction of the proposed project. The facilities shall be removed in accordance with all applicable local, state, and federal regulations.</p>	<p>The project contractor shall remove on-site septic tanks and associated leach lines as part of project demolition.</p>	<p>MCS</p>	<p><i>Prior to commencing construction.</i></p>	

Traffic and Circulation

ADVISORY NOTE: To the extent that a funding mechanism exists to accept and disperse funds to construct necessary capital improvements to roadways in the unincorporated areas surrounding the project site, MCS shall pay its fair share contribution toward any roadway improvements required to mitigate traffic impacts caused by the project and other reasonably foreseeable development. In the event such a funding mechanism does not exist, MCS shall front the cost of necessary roadway improvements including: widening Stoddard Road from the intersection of Stoddard Road and Kiernan Avenue north to the project site; constructing improvements at the intersection of Stoddard Road and Kiernan Avenue necessary to mitigate impacts resulting from the proposed project; and extending Pirrone Road from Stoddard Road to Dale Road. MCS shall seek reimbursements from Stanislaus County for these improvements, such that the district, after reimbursement, shall be required to pay only its fair share. The reimbursement scheme shall be effectuated by and through a Memorandum of Understanding ("MOU") that will be developed jointly by MCS and Stanislaus County.

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>MCS has worked closely with Stanislaus County to identify the extent of improvements to the study area circulation system that need to be in place when the project opens in 2007 with 1,200 students. The following improvements shall be made by the time the project opens.</p> <p>MM 4.3.2a In conjunction with the project's construction, MCS shall contribute its fair share of the cost, commensurate with the project's impact, of constructing Pirrone Road along the school frontage. Pirrone Road will be five lanes in this area and consist of two eastbound and two westbound lanes plus a center left-turn lane. Sidewalks shall be constructed on the north side of Pirrone Road.</p>	<p>MCS shall be responsible for construction of Pirrone Road along the school frontage prior to opening of the high school. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.</p>	<p>MCS in conjunction with Stanislaus County Department of Public Works.</p>	<p>Prior to opening of the high school.</p>	
<p>MM 4.3.2b MCS shall contribute its fair share of the cost, commensurate with the project's impact, to construct Pirrone Road as a two-lane road from the project site to Dale Road. In lieu of sidewalks, paved shoulders shall be installed on this portion of Pirrone Road.</p>	<p>MCS shall be responsible for construction of Pirrone Road from the project site to Dale Road prior to opening of the high school. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.</p>	<p>MCS in conjunction with Stanislaus County Department of Public Works.</p>	<p>Prior to opening of the high school.</p>	
<p>MM 4.3.2c MCS shall contribute its fair share of the cost, commensurate with the project's impact, to construct</p>	<p>MCS shall be responsible for construction of half section improvements, including a</p>	<p>MCS in conjunction with Stanislaus County</p>	<p>Prior to opening of the high</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>improvements along the east side of Stoddard Road (i.e., half-section improvements), to provide a southbound left-turn lane approaching the Pirrone Road intersection and a second northbound lane adjacent to the project site.</p>	<p>southbound left-turn lane approaching the Pirrone Road intersection and a second northbound lane along Stoddard Road adjacent to the project site. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.</p>	<p>Department of Public Works.</p>	<p>school.</p>	
<p>MM 4.3.2d MCS shall contribute its fair share of the cost, commensurate with the project's impact, to install a signal at the intersection of Stoddard Road and Pirrone Road.</p>	<p>MCS, in conjunction with Stanislaus County Department of Public Works, shall install a signal at the intersection of Stoddard Road and Pirrone Road. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.</p>	<p>MCS in conjunction with Stanislaus County Department of Public Works.</p>	<p>Prior to opening of the high school.</p>	
<p>MM 4.3.4a MCS shall contribute its fair share of the cost, commensurate with the project's impact, to widen Stoddard Road to four lanes between Kiernan Avenue and Pirrone Road to provide capacity for the proposed project as well as other development in the area.</p>	<p>MCS shall be responsible for widening Stoddard Road to four lanes between Kiernan Avenue and Pirrone Road to provide capacity for the proposed project as well as other development in the area. Financing and construction of the improvements shall be coordinated with the</p>	<p>MCS in conjunction with Stanislaus County Department of Public Works through the MOU.</p>	<p>Concurrent with school enrollment reaching 2,500 students.</p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
	Stanislaus County Department of Public Works.			
<p>MM 4.3.4b In conjunction with the Stoddard Road widening, MCS shall contribute its fair share of the cost, commensurate with the project's impact, for improvements to the Kiernan Avenue/Stoddard Road intersection. The intersection will need to be improved to provide dual eastbound left-turn lanes on Kiernan Avenue and to provide a three-lane southbound approach on Stoddard Road (i.e., left-turn through plus left-turn, and right-turn lanes (Figure 4.3-9)). Review of the pending plans for Stanislaus County's Kiernan Avenue/Stoddard Avenue signalization project indicates that the intersection improvements that are part of that work will ultimately accommodate the prescribed lanes, although minor modifications to planned traffic signal hardware are needed. MCS will be responsible for the cost of these hardware modifications. The balance of the Kiernan Avenue widening needed to accommodate these</p>	<p>MCS shall contribute its fair share for improvements to the Stoddard Road widening. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.</p>	<p>MCS in conjunction with Stanislaus County Department of Public Works through the MOU.</p>	<p>In conjunction with the Stoddard Road widening.</p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
improvements will accompany the Caltrans' SR 219 widening project.				
MM 4.3.4c MCS shall contribute its fair share of the cost, commensurate with the project's impact, to install traffic signals at the Dale Road/Ladd Road and Sisk Road/Pirrone Road intersections. Traffic conditions shall be monitored in the future and the signals should be installed by the Stanislaus County Department of Public Works when needed.	MCS shall contribute its fair share to the cost of traffic signals at the Dale Road/Ladd Road and Sisk Road/Pirrone Road intersections. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.	MCS in conjunction with Stanislaus County Department of Public Works through the MOU.	As needed	
MM 4.3.4d MCS shall contribute its fair share to the cost of improvements to the Kiernan Avenue/Dale Road intersection. Improvements beyond those funded by the pending Caltrans (SR 219) widening project will be needed due to such major projects as the Kaiser Modesto Medical Center, and incrementally, the proposed project. However, the exact nature of necessary improvements has not been determined, and this project may in fact be installed with the Kaiser Modesto Medical Center project. Caltrans may also ask that "ultimate" (i.e., year 2025) improvements be installed at the	MCS shall contribute its fair share to the cost of improvements to the Kiernan Avenue/Dale Road intersection. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.	MCS in conjunction with Stanislaus County Department of Public Works through the MOU and in consultation with Caltrans.	As determined by Stanislaus County.	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>intersection. If "interim" improvements are installed, this work will need to reflect Caltrans' policies to ensure a ten year useful life for "interim" improvements.</p>				
<p>MM 4.3.4e MCS shall contribute its fair share of the cost, commensurate with the project's impact, of regionally necessary improvements including signalization of the SR 99/Hammett Road intersection and modifications to the SR 99/Kiernan Avenue Interchange. However, the school should only be responsible for its fair share of these costs and implementation of regionally necessary improvements shall not be linked to school operation.</p>	<p>MCS shall contribute its fair share to the cost of regionally necessary improvements. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.</p>	<p>MCS in conjunction with Caltrans and Stanislaus County Department of Public Works.</p>	<p>As needed.</p>	
<p>While the project is designed to accommodate stadium traffic and MCS intends to contract with the Stanislaus County Sheriffs Department for traffic control officers, the following mitigation measure is recommended:</p> <p>MM 4.3.6 To expedite and ensure orderly exiting of the stadium following events, MCS should contract with the Stanislaus County Sheriff's Department to provide traffic control officers. These officers would be charged with directing</p>	<p>MCS shall contract with the Sheriffs Department to provide traffic control officers at football games and other large events.</p>	<p>MCS.</p>	<p>As deemed appropriate.</p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
<p>automobile traffic exiting the project site and overflow parking areas.</p>				
<p>MM 4.3.7 MCS shall develop a "Parking/Access Management Plan" for the football stadium. The Plan shall be developed in conjunction with the City, County, Caltrans, and the California Highway Patrol (CHP) and shall document the number and location of on-site and off-site spaces that will need to be made available in response to events of varying sizes at the stadium. The Plan shall determine the extent of uniformed officers needed to control pedestrian activity between the stadium and off-site parking for events of differing sizes. The Plan shall also identify measures to discourage parking in agricultural areas or along major streets such as Stoddard Road. "No Parking" signs shall be included in the development of signing/stripping plans for the affected roadways. Additionally, the plan may identify the need in the long-term for shuttle service from large parking lots in the area of the stadium.</p>	<p>MCS shall be responsible for developing a Parking/Access Management Plan" for the football stadium. This plan shall be developed cooperatively with the CHP, City of Modesto and Stanislaus County Planning Department</p>	<p>MCS in conjunction with CHP, City of Modesto and Stanislaus County Planning Department.</p>	<p>Prior to the first event seating 1,000 at the stadium and implemented during events at the stadium.</p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
<p>MM 4.3.8 If Quinturn Road is extended north along the eastern border of the project site, the eastern-most access on Pirrone Road shall be closed and MCS shall construct a connection from the loop road on the north side of the campus directly to Quinturn Road.</p>	<p>MCS shall close the proposed eastern-most access on Pirrone Road if Quinturn Road is extended north along the eastern border of the project site.</p>	<p>MCS in cooperation with Stanislaus County Department of Public Works.</p>	<p>When Quinturn Road is extended to Pirrone Road.</p>	
<p>MM 4.3.12a MCS shall pursue development of an all weather pedestrian/bicycle connection from Sisk Road to the project site.</p>	<p>MCS in coordination with the Stanislaus County Department of Public Works shall pursue development of an all weather pedestrian/bicycle connection from Sisk Road to the project site.</p>	<p>MCS in coordination with Stanislaus County Department of Public Works.</p>	<p>As determined through the MOU process.</p>	
<p>MM 4.3.12b Until a pedestrian/bicycle connection from Sisk Road to the project site can be developed, MCS shall offer busing to students in eastern Salida who would be unable to commute to school without pedestrian/bicycle facilities.</p>	<p>MCS shall offer bussing to students in eastern Salida who are unable to commute to school without pedestrian / bicycle facilities.</p>	<p>MCS in coordination with Stanislaus County Department of Public Works.</p>	<p>Opening day and as needed until pedestrian / bicycle facilities are in place</p>	
<p>MM 4.3.13a If necessary, the MOU between MCS and Stanislaus County shall be amended after the PSR is complete to identify MCS' level of participation in the fee program to fund these improvements.</p>	<p>Following completion of the PSR, the MOU between MCS and Stanislaus County may need to be amended. Any necessary amendments shall be coordinated between the MCS and Stanislaus County Department of Public Works.</p>	<p>MCS in conjunction with Stanislaus County Department of Public Works.</p>	<p>After the PSR is complete</p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
MM 4.3.13b MCS shall contribute its fair share of the cost, commensurate with the project's impact, of signalizing the intersection of Stoddard Road and Ladd Road when LOS reaches unacceptable levels.	MCS shall contribute its fair share of the costs signalizing the Stoddard Road/Ladd Road intersection. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.	<i>MCS in conjunction with Stanislaus County Department of Public Works through the MOU.</i>	<i>When LOS reaches unacceptable levels.</i>	
MM 4.3.13c MCS shall contribute its fair share of the cost, commensurate with the project's impact, of installing a southbound right-turn lane at the intersection of Stoddard Road and Kiernan Avenue. This improvement will allow the intersection to operate at LOS D during the a.m. peak hour and at LOS E during the peak minutes before school.	MCS shall contribute its fair share of the costs of installing a southbound right-turn lane at the Stoddard Road/Kiernan Avenue intersection. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.	<i>MCS in conjunction with Stanislaus County Department of Public Works through the MOU.</i>	<i>When LOS reaches unacceptable levels.</i>	
MM 4.3.13d MCS shall contribute its fair share of the cost, commensurate with the project's impact, of signalizing or constructing a roundabout at the intersection of Pirrone Road and Quinturn Road.	MCS shall contribute its fair share of the costs of signalizing or constructing a roundabout at the intersection of Pirrone Road and Quinturn Road. Financing and construction of the improvements shall be coordinated with the Stanislaus County Department of Public Works.	<i>Stanislaus County Department of Public Works through the MOU.</i>	<i>When LOS reaches unacceptable levels.</i>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<i>Air Quality</i>				
<p>MM 4.5.1 The following measures are appropriate dust control strategies that shall be implemented to avoid violation of the SJVUAPCD Regulation VIII:</p> <ul style="list-style-type: none"> • Limit traffic speeds on unpaved roads to 15 mph. • Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site. • Suspend excavation and grading activities when winds exceed 20 mph. • Limit size of area subject to excavation, grading or other construction activity at any one time to avoid excessive dust. • Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent. • Expediently remove the accumulation of mud or dirt from adjacent public streets at least once every 24-hours 	<p>The project contractor shall observe recommended dust control strategies to avoid violation of SJVUAPCD Regulation VIII.</p>	<p>MCS</p>	<p>During construction.</p>	

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<p>when operations are occurring.</p> <ul style="list-style-type: none"> • Equipment not in use for more than 2 minutes should be turned off. • Whenever feasible and cost-effective, use electrically driven equipment (provided they are not run via a portable generator set). 				
<p>MM 4.5.5</p> <p>The following features shall be incorporated as part of project design:</p> <ul style="list-style-type: none"> • Energy efficient design including automated control system for heating/air conditioning and energy efficiency • Lighting controls and energy-efficient lighting in buildings and light colored roof materials to reflect heat. • Plant deciduous trees on the south and west facing sides of buildings. • Provide low nitrogen oxide (NOx) emitting and/or high efficiency water heaters. • Reserve appropriate easements to provide for 	<p>To the extent feasible, MCS shall incorporate materials and features which conserve energy and reduce emissions.</p>	<p>MCS</p>	<p>Prior to issuance of DSA building permit.</p>	

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<p>future improvements such as bus turnouts, loading areas, and shelters.</p> <ul style="list-style-type: none"> • Purchase low-emission, alternatively fueled or electrical-driven maintenance vehicles and equipment. • Promote pedestrian, bicycle and transit mode of travel through informational programs and provision of amenities such as transient shelters, secure bicycle parking and attractive pedestrian pathways. 				
<p>MM 4.6.2 In addition to the project's retention basin, the following BMPs shall be incorporated into project design to reduce urban contaminate levels in stormwater runoff, consistent with Stanislaus County Standards. BMP's would protect water quality from urban runoff and can include but are not limited to the following:</p> <ol style="list-style-type: none"> 1. Oil and grease separators to control driveway and parking lot contaminants. 2. Efficient irrigation systems installed in landscaped areas 	<p>MCS shall incorporate appropriate BMPs as part of project design to the satisfaction of the Stanislaus County Department of Public Works.</p>	<p>MCS</p>	<p>Prior issuance of DSA building permit.</p>	

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<p>to minimize irrigation runoff from areas and maximize the water that will reach plant roots. Such irrigation systems include drip irrigation, soil moisture sensors, and automatic irrigation systems.</p>				
<p>MM 4.6.3a The plans for the On-Site Storm Drainage System shall be approved by the Stanislaus County Department of Public Works prior to issuance of DSA building permit. The On-Site Drainage System shall provide adequate storm drainage for the project in accordance with approved plans.</p>	<p>MCS will submit plans for on-site drainage to Stanislaus County for approval.</p>	<p>MCS</p>	<p><i>Prior issuance of DSA building permit.</i></p>	
<p>MM 4.6.3b MCS shall consult with MID to ensure that the proposed project would not adversely affect MID's ability to maintain the canals potentially affected by the construction or operation of the project.</p>	<p>MCS will consult with MID to determine if the proposed project would interfere with MID infrastructure.</p>	<p>MCS</p>	<p><i>Prior issuance of DSA building permit.</i></p>	
<p>MM 4.6.4a MCS shall prepare a Stormwater Pollution Prevention Plan (SWPPP) that incorporates Best Management Practices (BMPs) to contain pollutants on the project site and prevent pollutants from entering stormwater runoff. BMPs shall be incorporated into the</p>	<p>MCS shall prepare a SWPPP that shall be implemented during construction by the project contractor. The contractor shall adhere to the BMPs incorporated into the construction contract.</p>	<p>MCS</p>	<p><i>Prior issuance of DSA building permit.</i></p>	

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<p>construction contract documents. The BMPs shall include, but not be limited to, the following measures:</p> <ol style="list-style-type: none"> 1. Drop Inlet Protection <ol style="list-style-type: none"> A. Straw Bales B. Gravel Traps and Filters C. Burlap Filter D. Sandbag Protection E. Fencing F. Truck wheel area wash at entrance/exit (staging area) 2. Erosion Control Measures <ol style="list-style-type: none"> A. Vegetative Stabilization <ol style="list-style-type: none"> 1. Seeding and Planting 2. Mulching 3. Grassy Swales and Buffers B. Physical Stabilization <ol style="list-style-type: none"> 1. Jute Netting 2. Dust Control 3. Outlet Protection 3. Sediment Control Measures <ol style="list-style-type: none"> A. Silt Fence B. Check Dams C. Straw Bale Barrier D. Sandbag Barrier E. Rock Filter Berm F. Sediment Traps G. Sediment Basins 4. Oil and grease separators to control driveway and parking 				

Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>lots contaminants.</p> <p>5. Labeling of storm drain inlets to educate the public of the adverse impacts associated with dumping contaminants in receiving waters.</p> <p>6. Efficient irrigation systems (i.e. automatic irrigation systems) installed in landscaped areas to minimize irrigation runoff from areas and maximize the water that will reach plant roots.</p> <p>Grading, excavation and site preparation activities shall be timed, to the maximum extent possible, to avoid the rainy season or months with high precipitation levels if possible.</p>				
<p>MM 4.6.4b Prior to any demolition, grading, or construction activity on the plan area, MCS shall prepare a stormwater pollution prevention program (SWPPP) under the NPDES General Construction Permit. The Storm Water Prevention Program is subject to review and approval by the Central Valley Regional Water Quality Control Board and the Stanislaus County Department of Public Works. Implementation shall occur prior to the issuance of DSA building permit, subject to</p>	<p>Prior to the start of construction, MCS shall prepare a SWPPP.</p>	<p>Stanislaus County Department of Public Works, DER and Central Valley RWQCB</p>	<p>Prior issuance of DSA building permit.</p>	

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the review and approval of Department of Environmental Resources (DER) and the Central Valley RWQCB.				
Geology and Soils				
MM 4.7.3 MCS shall implement the recommendations of the Geotechnical Services Report prepared for the project (Appendix 4.7) (Kleinfelder, 2003b).	During earthwork and construction, MCS shall implement the recommendations of the Geotechnical Services Report prepared for the project.	DSA/MCS.	During earthwork and construction activities.	
MM 4.7.4 School structures shall be designed in conformance with the 1998 edition of the CBC, Seismic Zone 3. This design requirement should be sufficient to prevent significant damage from groundshaking during seismic events resulting from movement on any of the faults or fault systems. A site coefficient of S2, as referenced in Table 23-J of the CBC, is considered appropriate for the school site.	MCS shall requires that DSA review the development plans to ensure that they are designed in conformance with CBC, Seismic Zone 3.	DSA Structural Safety Section and MCS.	Prior to submittal of development plans.	
Biological Resources				
MM 4.8.3a A focused survey shall be conducted by a qualified biologist to determine the presence/absence of special status amphibians/reptiles on the project site.	MCS shall hire a qualified biologist to determine the presence/absence of special status reptiles on the project site prior to receiving a DSA building permit.	MCS	Prior to issuance of DSA building permit.	

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<p>MM 4.8.3b If no special status amphibian/reptile species are found to occur on the project site, then no further mitigation is required. However, if one or both of these species are determined to occur within the project area, a relocation program shall be established and implemented by a qualified biologist. The program shall include coordination with both CDFG and USFWS to determine the best methods for transporting the species and the best relocation site. The applicant shall accommodate agency recommendations to the extent feasible as well as provide status reports to the agencies' satisfaction regarding any relocated species and methods. The appropriate agency permits shall also be obtained, should any be required. The applicant shall retain the qualified biologist to monitor (be present onsite) for amphibians/reptiles during all ground disturbance activities. Onsite personnel shall be instructed that any activity can be halted at the direction of the biologist, should the biologist</p>	<p>MCS shall avoid all "take of special status amphibian/reptile species. MCS shall coordinate with CDFG and USFWS to determine appropriate avoidance measures. If special status amphibian and/or reptile species are discovered these measures shall be implemented.</p>	<p>MCS</p>	<p>Prior to issuance of DSA building permit.</p>	

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<p>deem a species to be at risk of "take" under the Federal Endangered Species Act (FESA) ("Take" under FESA includes activities such as "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct") and the Fish and Game Code (Section 86 of the Fish and Game Code defines "take" as "hunt, pursue, catch, capture, or kill or attempt to hunt, pursue, catch, capture, or kill"). Activities shall resume subsequent to species' relocation or at the biologist's discretion. In addition, the biologist shall educate all onsite personnel prior to the onset of ground disturbance regarding the importance of the species, identification, and fines for non-compliance with established procedures. A tailgate meeting presentation would be appropriate to fulfill the education requirements.</p>				
<p>MM 4.8.4 MCS shall mitigate for the loss of Swainson's hawk foraging habitat. Appropriate mitigation includes acquisition and preservation in perpetuity (using conservation easements) of</p>	<p>Prior to issuance of DSA building permit.</p>	<p>MCS</p>	<p>Prior to the issuance of DSA building permit.</p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
suitable grassland foraging habitat on suitable "grassland-like" agricultural lands at a compensation ratio of one-half acre preserved in close proximity of the nest site for every one-acre of foraging habitat lost.				
MM 4.8.5 If construction is proposed during the breeding season (February-August), a focused survey for special status and migratory bird nests shall be conducted within 30 days prior to the beginning of construction activities by a qualified biologist in order to identify active nests on the site. If active nests are found, no construction activities shall take place within 500 feet of the nest until the young have fledged. Habitat containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September-January). If no active nests are found during the focused survey, no further mitigation is required.	MCS shall hire a qualified biologist to conduct a focused survey of special status and migratory bird nests 30 days prior to commencing construction if construction is proposed in February -- August.	MCS	Prior to issuance of DSA building permit.	
MM 4.8.6a A focused survey shall be conducted by a qualified biologist to determine the presence/absence of special status mammals on the project	MCS shall hire a qualified biologist prior to receiving DSA building permit to determine the presence of special status	MCS	Prior to issuance of DSA building permit.	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
site.	mammals on the site.			
<p>MM 4.8.6b If no special status mammal species are found to occur on the project site, then no further mitigation is required. However, if one or more of these species are determined to occur within the project site, construction practices, such as capping pipes, checking equipment prior to use, and perimeter fencing shall be instituted based on the sensitivity and behavior of a particular special-status species. The applicant shall also retain a qualified biologist to monitor (be present onsite) during all ground disturbance activities. If a species is seen onsite, a practice of halting project activities to allow the mammal to move out of harms way and away from the construction area on its own shall be instituted and implemented by the qualified biologist. If necessary (i.e., the animal does not leave the construction area following a reasonable amount of time, typically 24 hours), a relocation program shall be established and implemented by the biologist. The program shall include coordination with both</p>	<p>MCS shall avoid "take" of special status mammal species. MCS shall coordinate with CDFG and USFS if one or more special status mammal species are found to occur on the project site to determine appropriate avoidance measures. These measures shall be implemented.</p>	<p>MCS</p>	<p>Prior to issuance of DSA building permit.</p>	

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<p>CDFG and USFWS to determine the best methods for transporting the species and the best relocation site. The applicant shall accommodate agency recommendations to the extent possible as well as provide status reports to the agencies' satisfaction regarding any relocated species and methods. The appropriate agency permits shall also be obtained, should any be required. Onsite personnel shall be instructed that any activity can be halted at the direction of the biologist, should the biologist deem a species to be in jeopardy. Activities shall resume at the biologists' discretion when threat to the species from project activities has been removed. In addition, the biologist shall educate all onsite personnel prior to the onset of ground disturbance regarding the importance of the species, identification, and fines for non-compliance with established procedures. A tailgate meeting presentation would be appropriate to fulfill the educational requirement. Furthermore, the application shall purchase mitigation credits or</p>				

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<i>Mitigation Measure</i>	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
support restoration of an area where the affected species is known to occur with a one-to-one (1:1) ratio of acres habitat lost to acres of habitat purchased/supported.				
MM 4.8.7a A focused survey shall be conducted no more than 30 days prior to the onset of ground disturbance by a qualified biologist to determine the presence/absence of bat roosts on the project site.	MCS shall hire a qualified biologist prior to receiving DSA building permit to determine the presence of bat roosts on the site.	MCS	Prior to issuance of DSA building permit.	
MM 4.8.7b If no bats are found roosting on the project site, then no further mitigation is required. However, if one or all of these species are determined to occur within the project site, MCS shall retain a qualified biologist to coordinate with CDFG and USFWS to determine suitable measures to avoid disturbance of roosting bats and/or to establish exclusion methods, such as the installation of one-way bat doors. Bat exclusion activities shall be conducted and monitored by a qualified biologist. The applicant shall accommodate agency recommendations to the extent possible as well as provide reports	MCS shall avoid "take" of any roosting bats. MCS shall coordinate with CDFG and USFWS if bat roosts are found on the project site to determine suitable measures to avoid disturbance of roosting bats. These measures shall be implemented	MCS	Prior to issuance of DSA building permit.	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>to the agencies' satisfaction regarding status of excluded species and methods. The appropriate agency permits shall also be obtained, should any be required. No onsite project activity shall occur until the biologist determines that implementation of the project would not jeopardize special-status roosting bats (i.e., exclusion of a roost is successful and no sensitive bat species remain). The project applicant shall also install two bat boxes for every acre of development. The boxes shall be located either onsite in areas conducive to supporting roosts or at an offsite location where bats are known to occur and development is unlikely. The agencies shall be consulted for appropriate placement recommendations.</p>				
<p>MM 4.9.2a If human remains are discovered, California Health and Safety Code section 7050.5 states that no further disturbance shall occur until the County coroner has made the necessary findings as to origin and dispositions pursuant to Public Resources Code Section 5097.98. If the coroner</p>	<p>If human remains are discovered during project construction, the project contractor shall immediately cease all construction activities and contact the County coroner.</p>	<p>MCS</p>	<p><i>Included in construction contracts and implemented during construction activities.</i></p>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
<p>determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendent. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.</p>				
<p>MM 4.9.2b If project plans change, and development is expanded to include areas not included in this or another cultural resources inventory, then prior to any land modification or razing of buildings or structures, a qualified archaeologist and/or historian as appropriate, shall identify and evaluate any site, object, building or structure located within the expanded area, followed by an appropriate mitigation if any.</p>	<p>MCS shall hire a qualified archaeologist or historian if the project site is expanded and to include previously un-surveyed areas.</p>	<p>MCS</p>	<p>Prior to issuance of DSA building permit.</p>	
<p>MM 4.10.1.1 MCS shall fund the salary, benefits, vehicle, and equipment for one full-time on-campus officer.</p>	<p>MCS, under a contract with the Stanislaus County Sheriff's Department, shall be responsible for funding one-full time on-campus officer.</p>	<p>MCS</p>	<p>Annually, through grant funds.</p>	

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MM 4.10.2.3 MCS shall contribute its fair share to install preemption traffic signal devices between Station 1 and the proposed project at the intersections of Sisk Avenue and Kiernan Avenue and Stoddard Road and Kiernan Avenue.	MCS shall contribute its fair share for installation of preemption traffic signal devices needed in the project area. Installation shall occur in cooperation with the Stanislaus County Department of Public Works and the Salida Fire Protection District.	MCS	<i>Prior to issuance of DSA building permit.</i>	
MM 4.10.2.4a MCS shall install reservoirs, pressure tanks, elevator tanks, or other fixed systems capable of supplying the required fire flow and/or static water source in accordance with the National Fire Protection Association standards for <u>Water Supplies for Rural and Suburban Fire Fighting</u> pamphlet #1231.	MCS shall be responsible for installation of necessary fire safety equipment to the satisfaction of Stanislaus County and the Salida Fire Protection District.	MCS	<i>Prior to issuance of DSA building permit.</i>	
MM 4.10.2.4b MCS will fund its fair share of additional fire equipment (i.e., aerial ladder with an elevated stream) required to serve the project.	MCS, in cooperation with Stanislaus County and the Salida Fire Department, shall pay its fair share of fire equipment required to serve the project.	MCS	<i>Prior to issuance of DSA building permit.</i>	
MM 4.11.1.1a MCS shall demonstrate that the test well drilled in the northeastern corner of the project site has sufficient water available to serve the domestic, irrigation and fire flow water needs of the project. In addition,	MCS shall supply reports from the well driller identifying the potential yield and quality of water from the test well drilled in the northeast corner of the project site.	MCS	<i>Prior to issuance of DSA building permit,</i>	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/ Monitoring Agency	Timing	Mitigation Completed
laboratory results of water samples from the test well must confirm that that water can be treated to meet required drinking water standards.				
MM 4.11.1.1b MCS shall coordinate with the City of Modesto and Stanislaus County LAFCO to annex into the City of Modesto's Del Este Water Company service area and pay all applicable fees. MCS must receive LAFCO annexation approval prior to proceeding.	If on-site water is not a viable option, MCS will pursue annexation into the City of Modesto's water service area prior to issuance of DSA building permit.	MCS	Prior to issuance of DSA building permit.	
MM 4.11.1.3a If the project requires City water, MCS would be required to annex into the City owned Del Este Water Company's service area and pay all applicable fees as well as fair share costs for the treatment plant expansion. MCS must receive LAFCO annexation approval prior to proceeding.	MCS shall pursue annexation into the City of Modesto's service area if on-site water is determined to not be a viable option.	MCS	Prior to issuance of DSA building permit.	
MM 4.11.1.3b If off-site impacts associated with extension of City infrastructure would occur, MCS shall conduct appropriate environmental review to satisfy CEQA requirements.	Off-site infrastructure impacts not already addressed as part of this EIR shall require separate, subsequent environmental review by MCS.	MCS	Prior to issuance of DSA building permit.	
MM 4.11.2.1 To complete the process of receiving wastewater service, MCS shall request that SSD	MCS shall coordinate with LAFCO and SSD to obtain an out-of-boundary service	MCS	Prior to issuance of DSA building	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
expand its sphere of influence to include the site and to annex into SSD's service area. In addition, MCS shall pay all applicable SSD fees for its fair share of wastewater service and required additional infrastructure to serve the project.	extension for wastewater service prior to issuance of DSA building permit.		permit.	
MM 4.11.2.2 MCS shall construct a connection extending from the SSD main located in Kiernan Avenue, north within Stoddard Road to the project site.	MCS shall be responsible for paying the costs to construct a connection to SSD. Construction and design will be done as a cooperative effort between MCS and SSD.	MCS	Prior to issuance of DSA building permit.	
MM 4.12.2a The proposed project shall use cut-off luminaries, and/or shield, low-intensity lights to minimize the visibility of lighting from nearby areas and to prevent "spill over" of light onto adjacent residential properties.	MCS shall incorporate cut-off luminaries, etc. into stadium light design plans.	MCS and DSA in consultation with Stanislaus County Department of Planning and Community Development.	Incorporated into stadium design.	
MM 4.12.2b MCS shall hire a lighting expert to prepare a lighting plan for the stadium. The plan shall incorporate the following features: <ul style="list-style-type: none"> • The project shall minimize the number and height of light poles necessary to adequately light the stadium. • The wattage of stadium bulbs 	MCS will hire a lighting expert to prepare a lighting plan for the stadium. The plan shall be submitted to DSA for review and approval.	MCS/DSA	During stadium design	

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Mitigation Measure	Implementation and Monitoring Action	Enforcement/Monitoring Agency	Timing	Mitigation Completed
<p>shall be the minimum necessary to sufficiently light the stadium.</p> <ul style="list-style-type: none"> • Light poles shall be painted to blend in with surroundings and minimize visibility during daytime hours. • Light shields shall be used whenever feasible to direct lights towards the stadium and prevent light spillage. <p>Stadium light usage shall be restricted to a limited number of days during the school season (football games and special events).</p>				
<p>MM 4.12.2c Following installation, stadium lights shall be tested to ensure they meet the above criteria.</p>	<p>MCS, in coordination with DSA, shall insure that lighting is in conformance with applicable features identified in MM 4.12.2b.</p>	<p>MCS/DSA.</p>	<p>Following installation of stadium lights.</p>	