

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

DEPT: Planning and Community Development BOARD AGENDA #: 6:35 p.m.

AGENDA DATE: May 16, 2017

SUBJECT:

Public Hearing to Consider the Planning Commission's Recommendation for Approval of Specific Plan Amendment Application No. PLN2015-0123 – Diablo Grande 2016, Located 10 Miles Southwest of the City of Patterson, in the Diablo Grande Community (APN Book 025, Index B, C, & D) and Adoption of an Addendum to an Environmental Impact Report

BOARD ACTION AS FOLLOWS:

No. 2017-254

On motion of Supervisor DeMartini , Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Planning and Community Development BOARD AGENDA #: 6:35 p.m.
Urgent Routine AGENDA DATE: May 16, 2017

AF

CEO CONCURRENCE: 4/5 Vote Required: Yes No

SUBJECT:

Public Hearing to Consider the Planning Commission's Recommendation for Approval of Specific Plan Amendment Application No. PLN2015-0123 – Diablo Grande 2016, Located 10 Miles Southwest of the City of Patterson, in the Diablo Grande Community (APN Book 025, Index B, C, & D) and Adoption of an Addendum to an Environmental Impact Report

PLANNING COMMISSION AND STAFF RECOMMENDATIONS:

1. Conduct a public hearing to consider the Planning Commission's recommendation for approval of Specific Plan Amendment Application No. PLN2015-0123 – Diablo Grande 2016, a request to modify the Diablo Grande Specific Plan text and Phase 1 Preliminary Development Plan to reflect current site conditions, refine development standards, increase development density, and utilize the 15 percent unit shift between villages, to increase the number of permitted residential units from 2,017 to 2,354 in the 2,250± acre Diablo Grande Community, located 10 miles southwest of the City of Patterson.

2. Find that the Specific Plan Amendment:
 - A. Is consistent with the maps, goals, and policies of the Stanislaus County General Plan, adopted in August 2016.
 - B. Helps to achieve a balanced community to promote health, safety, and general welfare.
 - C. Results in development of character which will not be detrimental to existing and proposed development in the surrounding area.
 - D. Contributes to a balance of land uses so that local residents may work and have available services and goods in the larger community in which they live.
 - E. Addresses the environmental and aesthetic assets of the community.
 - F. Demonstrates long-term and short-term availability of those services necessary to serve the development and they will be provided at no net expense to public agencies.
 - G. Demonstrates a design superior to that which could be attained through traditional permit process. Development standards are unique to the topography and allow for attached dwellings, "zero" lot lines, lot coverage based on lot area, minimum lot sizes of 2,880 square feet, fencing materials and setbacks based on the viewshed.

Public Hearing to Consider the Planning Commission's Recommendation for Approval of Specific Plan Amendment Application No. PLN2015-0123 – Diablo Grande 2016, Located 10 Miles Southwest of the City of Patterson, in the Diablo Grande Community (APN Book 025, Index B, C, & D) and Adoption of an Addendum to an Environmental Impact Report

3. Find that the proposed revisions to the Diablo Grande Specific Plan are consistent with the Specific Plan General Plan designation.
4. Find that an Addendum to the previously certified Environmental Impact Report (EIR) rather than a supplement to the EIR or a subsequent EIR comply with the requirements of California Environmental Quality Act (CEQA) because:
 - A. There are no substantial changes proposed in the project involving new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects that will require major revisions of the EIR.
 - B. There are no substantial changes occurring with respect to the circumstances involving new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects which will require major revisions in the EIR.
 - C. No new information, which was not known, or could not have been known at the time the EIR was certified as complete, has become available involving significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects, or involving mitigation measures or alternatives previously found to be infeasible but not found to be feasible or identifying mitigation measures or alternatives different from those previously analyzed in the prior EIR and would substantially reduce one or more significant environmental effects.
5. Find that the currently approved Mitigation Monitoring and Reporting Plan address all impacts and mitigation measures and will remain in effect.
6. Adopt the Addendum to the certified EIR, State Clearinghouse #1991032066, prepared for the Specific Plan changes on the basis of the record of proceedings and that the conditions identified in CEQA Guideline Section 15162, requiring a supplement to an EIR or subsequent EIR are not present and that the Addendum to the project EIR reflects Stanislaus County's independent judgement and analysis.
7. Order the filing of a Notice of Determination with the Stanislaus County Clerk-Recorder's Office pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15094.
8. Approve Specific Plan Amendment No. PLN2015-0123 – Diablo Grande 2016.

DISCUSSION:

This project is a request to modify the Diablo Grande Specific Plan text and Phase 1 Preliminary Development Plan (PDP) to: (1) reflect current conditions, and (2) refine development standards allowing for an increase in development density and flexibility.

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Current conditions being reflected in the proposed amendment include: i) the 2015 closure of the Legends Golf Course; ii) modifications and upgrades to the emergency communication system, which has been turned over to Stanislaus Regional 9-1-1 for upkeep and management; and iii) the construction of the sewer line to the City of Patterson, completed in 2005.

Refined development standards reflected in the proposed amendment allow for an increase in residential density including allowing for a broader range of residential unit types and lot sizes as a means of increasing the number of permitted dwelling units from 2,017 to 2,354. The proposed increase in dwelling units utilizes the 15 percent unit shift between villages as allowed by the adopted Diablo Grande Specific Plan, which recognizes a unit range of 1,870 to 2,530 for the Oak Flat Village. Proposed amendments to the PDP Land Use also redefine the development standards for "resort commercial," "low density," and "medium density" residential designations, with the most notable characteristic of the proposed amendment being: 1) residential areas originally planned to be spread-out along hillsides are now grouped together in denser configurations separated by open space and trails. Consequently, conservation of hills and scenic resources is expected to increase from 582 acres to 1,015 acres. And, 2) a "resort commercial district" land use designation overlay has been added to the area historically identified as the golf clubhouse, vineyards, the town center, and hotel. Beneath the overlay are "residential" and "resort commercial" zones, the purpose of which is to allow flexibility to meet market demand, and to allow the relocation of the hotel and town center to an area west and adjacent to the golf clubhouse.

A complete overview of all of the proposed amendments, including a bold and strikethrough version of the proposed draft 2016 Diablo Grande Specific Plan, is provided as Attachment 1 – Planning Commission Staff Report, April 6, 2017.

The community of Diablo Grande exists in the Oak Flat Valley, a non-native grassland and oak savannah, surrounded by named and unnamed peaks of the Diablo Mountain range and bisected by four creeks. The community of Diablo Grande is located approximately 10 miles southwest of the City of Patterson and seven miles west of Interstate 5. Site improvements include The Ranch Golf Course, a clubhouse, an interim/temporary fire station, a maintenance building, a sales office, the Western Hills Water District (WHWD) office, a 1.2 acre park and a trail system, and infrastructure to serve the project including water treatment and distribution facilities and wastewater conveyance facilities. To date, 500 building permits for the construction of single-family dwellings have been issued, with the majority of the units constructed and occupied.

The original Diablo Grande Specific Plan covered 29,500 acres, included five villages, a resort complex (hotel, spa, swim, and tennis club), a conference center, a town center, a research campus, a clubhouse and six golf courses, shops and restaurants. The original project was approved by the Stanislaus County Board of Supervisors on October 26, 1993; however, a lawsuit was filed resulting in a State of California Fifth District Appellate Court decision in 1999, that the Diablo Grande Environmental Impact Report (EIR) was sufficient, except for the discussion of long-term water resources. Consequently, a Water Resources Plan and supplemental EIR were prepared identifying eight possible water sources and the project was

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reauthorized in 1998, and then again on December 7, 1999, but only as to the Phase 1 Preliminary Development Plan (PDP). The Phase 1 PDP covers only one of the five villages (Oak Flat) originally proposed, which permitted the conversion of the existing ranch house to a golf clubhouse and construction of approximately 2,000 residential units and two golf courses on around 2,300 acres. The project was approved to provide for an on-site wastewater treatment plant, emergency communications tower, and fire station.

In 2004 and 2005, amendments to the Specific Plan were approved to: 1) allow the project to connect to the City of Patterson's wastewater treatment facility and 2) provide for revisions to the land use acreage and land use designation locations within the center of the Phase 1 PDP.

In 2008, Diablo Grande, LP, the original owner and developer, filed for Chapter 11 reorganization bankruptcy, and the assets of the company were sold to World International, LLC, in partnership with Laurus Corporation. World International, LLC has ownership of the larger un-subdivided portions of the Diablo Grande community, including the clubhouse and golf course and numerous undeveloped lots created by subdivision in accordance with the Diablo Grande Specific Plan. A total of 760 lots have been approved and recorded since the Diablo Grande project was original approved and a total of 500 building permits for the construction of dwelling units have been issued. This request applies to the entire Phase 1 PDP, including lots not under World International, LLC's ownership. However, adoption of the Specific Plan Amendment will not eliminate the vesting rights for existing legally created parcels.

The Diablo Grande Specific Plan includes a Mitigation Monitoring Plan for development within the Diablo Grande Specific Plan area. All mitigation measures shall remain in effect.

The adopted Specific Plan, along with the Certified EIR, requires the Diablo Grande community meet certain standards with regards to parks, fire, and emergency communication facilities. These standards are reflected in the Specific Plan itself and the projects adopted mitigation measures and Mitigation Monitoring and Reporting Plan (MMRP). While the requirements for meeting these standards have been applied through conditions of approval on a project-by-project basis, the triggers for improvements have been applied in the form of caps on the number of building permits allowed to be issued. Over the years, these caps have been increased from project-to-project with no clear timeline for ultimate implementation. To address this issue, staff is proposing new implementation language as added to the Specific Plan text and discussed in the "Issues" section on pages 3-5 of the Planning Commission staff report. (Attachment 1 – Planning Commission Staff Report, April 6, 2017.)

On April 6, 2017, the Planning Commission held a public hearing to consider the application. No one spoke in opposition of the project; however, the Planning Commission did receive two letters (via email), as correspondence received too late for the agenda. The letters raised issues with WHWD ability to serve the additional homes, water quality, and the need for a permanent fire station. (Attachments 3 and 4 – Planning Commission Correspondence.) Staff believes these issues have been addressed. The proposed revisions to the Specific Plan text recognize the West Stanislaus Fire Protection District Board's authority and expertise to determine the maximum capacity of the interim/temporary fire station and when construction of

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the permanent fire station will be required. Moreover, the applicant provided a will-serve letter which indicates there is sufficient water and sewer capacity to serve the project. The amended development will result in the need for 3,060 acre feet of water per year. WHWD has access to 8,000 acre feet of water capacity and 750,000 gallons per day (gpd) of sewer capacity. Sewer trunk lines would be extended to undeveloped areas of Diablo Grande to accommodate new development. Extension of water and sewer infrastructure would be assessed in conjunction with an application for additional residential lot development. Proof of adequate service in the form of a WHWD will-serve letter is required prior to approval of any future entitlements, if applicable. The applicant's representative, Dave Romano and a Diablo Grande resident spoke in favor of the project. William Ross, counsel for West Stanislaus County Fire Protection District, spoke on behalf of the District. On a 6-0 vote, the Planning Commission recommended that the Board of Supervisors approve the request as proposed.

Staff believes the findings required for a Specific Plan Amendment can be made.

POLICY ISSUE:

In order to consider an amendment to the Specific Plan, the Board of Supervisors must hold a public hearing. The proposed modifications to the Specific Plan text and Phase 1 Preliminary Development Plan will maintain a logical land use pattern. The proposed project will not be extending the current Specific Plan boundaries (zoning) or modifying the Land Use designation of the General Plan. It is consistent with the General Plan and zoning, and with existing surrounding uses, will result in a balanced community, has access to services with sufficient capacity, and will not be detrimental to the existing and proposed development. The proposed project is consistent with the site's existing General Plan designation of Specific Plan. Modifying the Specific Plan text and Phase 1 Preliminary Development Plan will retain consistency between the General Plan and Zoning Designation for this site.

FISCAL IMPACT:

In accordance with the adopted Department of Planning and Community Development Fee Schedule, this project is subject to payment of "actual cost" for processing. All costs associated with this project have been paid by the applicant and there is no General Fund cost impact.

BOARD OF SUPERVISORS' PRIORITY:

The proposed project is consistent with the Board's priorities of A Well Planned Infrastructure System and A Strong Local Economy by providing a land use determination consistent with the overall goals and policies of the Stanislaus County General Plan.

STAFFING IMPACT:

Planning and Community Development staff is responsible for preparing all reports associated with this request and there are no staffing impacts associated with this item.

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CONTACT PERSON:

Angela Freitas, Planning and Community Development Director Telephone: (209) 525-6330

ATTACHMENTS:

1. Planning Commission Staff Report, April 6, 2017
2. Planning Commission Minutes, April 6, 2017 (Excerpt)
3. Planning Commission Correspondence from Fred & Sherry Fowler, April 6, 2017
4. Planning Commission Correspondence from Julie Davis, April 6, 2017

STANISLAUS COUNTY PLANNING COMMISSION

April 6, 2017

STAFF REPORT

SPECIFIC PLAN AMENDMENT APPLICATION NO. PLN2015-0123 DIABLO GRANDE 2016

REQUEST: TO MODIFY THE DIABLO GRANDE SPECIFIC PLAN TEXT AND PHASE 1 PRELIMINARY DEVELOPMENT PLAN TO REFLECT CURRENT SITE CONDITIONS, REFINE DEVELOPMENT STANDARDS, INCREASE DEVELOPMENT DENSITY, AND UTILIZE THE 15 PERCENT UNIT SHIFT BETWEEN VILLAGES, TO INCREASE THE NUMBER OF PERMITTED RESIDENTIAL UNITS FROM 2,017 TO 2,354 IN THE 2,250± ACRE DIABLO GRANDE COMMUNITY.

APPLICATION INFORMATION

Property owner(s):	World International, LLC and all other Diablo Grande community landowners of record.
Applicant:	Laurus Corporation
Agent:	Dave Romano, Newman-Romano, LLC
Location:	Diablo Grande Community, 10 miles southwest of the City of Patterson.
Section, Township, Range:	13, 24, 25-6-6; 18, 19-6-7
Supervisorial District:	Five (Supervisor DeMartini)
Assessor's Parcel:	Book 025, Index B, C, & D
Referrals:	See Exhibit "J" Environmental Review Referrals
Project Area:	2,250 acres
Water Supply:	Western Hills Water District
Sewage Disposal:	Western Hills Water District
Existing Zoning:	S-P (1) (Specific Plan 1)
General Plan Designation:	Specific Plan
Sphere of Influence:	Not Applicable
Community Plan Designation:	Not Applicable
Williamson Act Contract No.:	Not Applicable
Environmental Review:	Addendum to an Environmental Impact Report
Present Land Use:	Planned Community developed with residences, vineyards, a club house, and golf course.
Surrounding Land Use:	Grazing land (non-native grasslands, oak savannah, and creeks) with limited scattered residential development to the north, east, south, and west.

RECOMMENDATION

Based on the discussion below and on the whole of the record provided to the Planning Commission, staff recommends that the Planning Commission recommend the Board of Supervisors approve this request. Exhibit A provides an overview of all of the findings and actions required for project approval.

BACKGROUND

The original Diablo Grande Specific Plan covered 29,500 acres, included five villages, a resort complex (hotel, spa, swim, and tennis club), a conference center, a town center, a research campus, a clubhouse and six golf courses, shops and restaurants. The original project was approved by the Stanislaus County Board of Supervisors on October 26, 1993; however, a lawsuit was filed resulting in a State of California Fifth District Appellate Court decision in 1999, that the Diablo Grande Environmental Impact Report (EIR) was sufficient, except for the discussion of long-term water resources. Consequently, a Water Resources Plan and supplemental EIR were prepared identifying eight possible water sources and the project was reauthorized in 1998, and then again on December 7, 1999, but only as to the Phase I Preliminary Development Plan (PDP). The Phase I PDP covers only one of the five villages (Oak Flat) originally proposed, which permitted the conversion of the existing ranch house to a golf clubhouse and construction of approximately 2,000 units and two golf courses on around 2,300 acres. The project was approved to provide for an on-site wastewater treatment plant, emergency communications tower, and fire station.

In 2004 and 2005, amendments to the Specific Plan were approved to: 1) allow the project to connect to the City of Patterson's wastewater treatment facility and 2) provide for revisions to the land use acreage and land use designation locations within the center of the Phase 1 PDP. An overview of the proposed 2016 amendment to the Specific Plan, along with an overview of past amendments, is provided in Exhibit C – *Diablo Grande 2016 Specific Plan Amendment Overview* and the Reintroduction Section, pages 1-3, of Exhibit D – *Draft 2016 Diablo Grande Specific Plan - Bold Strikethrough Version*, both provided as attachments to this report.

In 2008, Diablo Grande, LP, the original owner and developer, filed for Chapter 11 reorganization bankruptcy, and the assets of the company were sold to World International, LLC, in partnership with Laurus Corporation. World International, LLC has ownership of the larger un-subdivided portions of the Diablo Grande community, including the club house and golf course and numerous undeveloped lots created by subdivision in accordance with the Diablo Grande Specific Plan. A total of 760 lots have been approved and recorded since the Diablo Grande project was original approved and a total of 500 building permits for the construction of dwelling units have been issued. This request applies to the entire Phase 1 PDP, including lots not under World International, LLC's ownership. However, adoption of the Specific Plan Amendment will not eliminate the vesting rights for existing legally created parcels.

PROJECT DESCRIPTION

This project is a request to modify the Diablo Grande Specific Plan text and Phase I Preliminary Development Plan (PDP) to: (1) reflect current conditions, and (2) refine development standards allowing for an increase in development density.

Current conditions being reflected in the proposed amendment including: i) the 2015 closure of the Legends Golf Course; ii) modifications and upgrades to the emergency communication system, which has been turned over to Stanislaus Regional 9-1-1 for upkeep and management; and iii) the construction of the sewer line to the City of Patterson, completed in 2005.

Refined development standards reflected in the proposed amendment allow for an increase in residential density including allowing for a broader range of residential unit types and lot sizes as a means of increasing the number of permitted dwelling units from 2,017 to 2,354. The proposed increase in dwelling units utilizes the 15 percent unit shift between villages as allowed by the adopted Diablo Grande Specific Plan, which recognizes a unit range of 1,870 to 2,530 for the Oak Flat Village. Proposed amendments to the PDP Land Use “resort commercial,” “low density” and “medium density” residential designations are reflected in Section 4 – Development Regulations and Design Guidelines, including Figure 19 – Phase 1 Preliminary Development Plan Zoning, of the Specific Plan. (See Exhibit D – *Draft 2016 Diablo Grande Specific Plan – Bold Strikethrough Version*.) The most notable characteristic of the proposed amendment to Figure 19, the land use zones, is that 1) residential areas originally planned to be spread-out along hillsides are now grouped together in denser configurations separated by open space and trails. Consequently, conservation of hills and scenic resources is expected to increase from 582 acres to 1,015 acres. And, 2) a “resort commercial district” land use designation overlay has been added to the area historically identified as the golf clubhouse, vineyards, the town center, and hotel. Beneath the overlay are “residential” and “resort commercial” zones, the purpose of which is to allow flexibility to meet market demand, and to allow the relocation of the hotel and town center to an area west and adjacent to the golf clubhouse (See Exhibit D – *Draft 2016 Diablo Grande Specific Plan – Bold Strikethrough Version*, Figure 19 and 26.)

SITE DESCRIPTION

The community of Diablo Grande exists in the Oak Flat Valley, a non-native grassland and oak savannah, surrounded by named and unnamed peaks of the Diablo Mountain range and bisected by four creeks. The community of Diablo Grande is located approximately 10 miles southwest of the City of Patterson and seven miles west of Interstate 5. Site improvements include The Ranch Golf Course, a clubhouse, an interim/temporary fire station, a maintenance building, a sales office, the Western Hills Water District office, a 1.2 acre park and a trail system, and infrastructure to serve the project including water treatment and distribution facilities and wastewater conveyance facilities. To date, 500 building permits for the construction of single-family dwellings have been issued, with the majority of the units constructed and occupied.

ISSUES

The adopted Specific Plan, along with the Certified EIR, requires the Diablo Grande community meet certain standards with regards to parks, fire, and emergency communication facilities. These standards are reflected in the Specific Plan itself and the projects adopted mitigation measures and Mitigation Monitoring and Reporting Plan (MMRP). While the requirements for meeting these standards have been applied through conditions of approval on a project-by-project basis, the triggers for improvements have been applied in the form of caps on the number of building permits allowed to be issued. Over the years, these caps have been increased from project-to-project with no clear timeline for ultimate implementation. To address this issue, staff is proposing new implementation language as discussed below. (See Exhibit H – *Diablo Grande Environmental Impact Reports* and Exhibit I – *Summary of Mitigation Measures*.)

Parks

The mitigation measures set the following standards for the development of neighborhood and community parks:

- Neighborhood parks shall be located within two to three blocks of the area they serve and shall be about seven acres
- Community parks shall be located within two and a half miles of the area they serve and shall be 25 to 30 acres.

The mitigation measures further recommends restrooms for neighborhood parks and requires restrooms for community parks and recognizes that the Diablo Grande Community Services District should operate and maintain the parks and recreational facilities within the project area.

The adopted Specific Plan identifies the following 68 acres of parks to be developed as part of the Oak Flat Village:

- Community Park -- 11 acres
- Oak Flat Ranch Park – 7 acres
- Indian Rocks Ranch – 50 acres

The aforementioned acreages were developer proposed and in exceedance of the park acreage required as per the General Plan.

Conditions of approval for the various subdivisions approved within the project area have required compliance with parks requirement including a requirement that plans for a community park be provided and approved prior to issuance of the 201st residential building permit. However, while there is no official record of an approved plan for a community park having been accepted, there is a Parks Plan that suggests the requirement was extended at a staff level to the issuance of the 500th residential building permit. Since the 201st permit requirement was only applied to one subdivision map and the Parks Plan is not officially recognized, it is difficult to apply the requirement to the 760 lots created since the Specific Plan was approved.

The Parks section of the Specific Plan is proposed to be amended to reflect consistency with the County General Plan parks requirements of three acres per one thousand person population, and to require a phased plan identifying the design, construction, and financing mechanism for required parks. A draft Oak Flat Parks Plan for the Oak Flat Park and 50 percent of the trail system is due to the Parks Department within six months of project approval. Prior to approval of the first new subdivision map, a final Oak Flat Park Plan shall be submitted to the Parks Department for approval, with construction of the park and 50 percent of the trail system to begin within six to twelve months of final map approval and/or adjacent infrastructure construction, or as approved by the Parks Director. Submittal of the Community Park Plan for the Community Park and remaining 50 percent of trails, and associated construction, will be evaluated based on the present population of Diablo Grande and the projected population associated with any new subdivision map.

Fire

The mitigation measures require all fire protection improvements (including fire stations) to be developer provided, as determined by the West Stanislaus Fire Protection District (WSFPD), or to pay applicable fees to cover facilities and equipment, which are not provided on-site by the

project developer to offset the impacts of the proposed development. (See Exhibit I – *Summary of Mitigation Measures*.) Original approvals for the project required construction of a permanent fire station prior to issuance of the 301st residential building permit or occupancy of the proposed hotel/convention center. Subsequent approvals allowed issuance of up to 500 residential building permits as it was determined at the time that although on-site fire services were needed, the community could be adequately served by an interim/temporary fire station. The WSFPD Board, under the terms of a Fire Service Improvement Agreement entered into with World International, LLC has granted the release of 20 additional residential building permits, for a total of 520, and an eventual 100 additional residential building permits, for a total of 620, upon compliance with terms outlined in the agreement. (See Exhibit E – *January 9, 2017, Fire Service Improvement Agreement*.) While the terms of the agreement allow for the WSFPD to sign-off on additional building permits, the County is held to the building permit caps reflected in conditions of approval for specific projects.

Consequently, in order to reflect the WSFPD Board's authority to determine the interim/temporary station's service capacity and ability to mitigate EIR identified impacts to fire service, the Public Facilities and Fire Protection sections of the Specific Plan are proposed to be amended to allow the WSFPD Board to release additional building permits, beyond WSFPD determined caps, provided the WSFPD Board finds that the interim/temporary fire station has capacity to serve the existing and projected population. This finding does not eliminate the need for the permanent fire station identified in the EIR and subsequent project approvals. It merely allows the WSFPD Board to defer construction of the permanent fire station until they determine that a development proposal (release of additional building permits or submittal of a new subdivision map) will trigger the need for a permanent fire station to mitigate development impacts. (See Exhibit D - *Draft 2016 Diablo Grande Specific Plan – Bold Strikethrough Version*, Sections 12.11.2(A) and 12.12.1.)

Emergency Communications Facility Tower

The project's mitigation measures identify the need for the developer to install an emergency (first responders) communications system to serve the development. (See Exhibit I – *Summary of Mitigation Measures*.) In 2003, the Diablo Grande Emergency Communication Facility Plan was approved by Diablo Grande, WSFPD, Stanislaus Consolidated Fire, Stanislaus Regional 9-1-1, County Public Works, Sheriff's Office, and County Planning. The Plan set out the elements of the emergency communications facilities, its capabilities, and future expansion of the communication facilities and acknowledged the developer's financial responsibility for required improvements and eventual transference to the County. Improvements were made; however, the communications system was never made fully operational nor was it transferred to the County.

In 2015, World International and Stanislaus Regional (SR) 9-1-1 entered into an Agreement which spelled out the terms for the construction, funding, management, and assumption of responsibility for the emergency communications facility. The Diablo Grande Emergency Communications Facilities Financing Agreement was adopted by the Consolidated Emergency Dispatch Agency Commission on August 19, 2015. As per the Agreement, SR 9-1-1 has taken physical responsibility of the communications facility with World International having provided the funds for the Phase I upgrades, completed in 2016, and the Phase 2 funding to be paid prior to issuance of the 2,000 building permit (See Exhibit F – *August 19, 2015, Diablo Grande Emergency Communications Facilities Agreement*.)

GENERAL PLAN CONSISTENCY

The Community of Diablo Grande has a General Plan designation of Specific Plan reflecting the adopted Diablo Grande Specific Plan. A Specific Plan was utilized for development of Diablo Grande as the project fell within a special study area defined by the Stanislaus County Specific Plan Guidelines as having a very large single ownership or multiple ownership land development in a complex developing area.

California Government Code Section 65453 states:

(a) A specific plan shall be prepared, adopted, and amended in the same manner as a general plan, except that a specific plan may be adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

In accordance with the Stanislaus County Specific Plan Guidelines, prior to approving an amendment to a Specific Plan, the following findings supported by adequate evidence shall be made that the plan:

1. Is consistent with the maps, goals and policies of the General Plan.
2. Helps to achieve a balanced community to promote health, safety and general welfare.
3. Results in development of character which will not be detrimental to existing and proposed development in the surrounding area.
4. Contributes to a balance of land uses so that local residents may work and have available services and goods in the larger community in which they live.
5. Addresses the environmental and aesthetic assets of the community.
6. Demonstrates long-term and short-term availability of those services necessary to serve the development and that they will be provided at no net expense to public agencies.
7. Demonstrates a design superior to that which could be attained through the traditional permit process. Include here specific evidence to support any requested variations to Stanislaus County zoning and/or subdivision regulations.

Staff believes that these findings can be made. The proposed changes are consistent with the General Plan, help to achieve balanced land uses and a balanced community (various residential and employment opportunities), and will not be detrimental to existing and proposed development. No new impacts were identified and any impacts associated with new construction (infrastructure, County, school district, or other services) will continue to be mitigated through the payment of public facilities fees, improvements, and additional development fees identified in the project's environmental impact reports and previously adopted mitigation measures/conditions of approval for this project. Services specific to Diablo Grande will continue to be provided by Western Hills Water District, the Diablo Grande Residential and Commercial Owners Associations, and the developer. Moreover, the proposed revisions to the Specific Plan will result in greater conservation of environmentally sensitive and aesthetically pleasing acreage, which would have become residential lots under the previous Specific Plan text. Finally, development modifications via specific plan amendment are superior to traditional zoning because the development has unique topography requiring special design standards. Additionally, all development beyond the guard shack is managed by the development owner. In other words, Stanislaus County agencies are not responsible for provision of infrastructure or the majority of services. Consequently, all proposed modifications are consistent with the goals and policies of the Diablo Grande Specific Plan and Phase One

Preliminary Development Plan and, as such consistent with the goals and policies of the County General Plan.

ZONING ORDINANCE CONSISTENCY

The Community of Diablo Grande is zoned Specific Plan No. 1 (S-P (1)) with specific development regulations and design standards applicable to the project's land use zones reflected in the adopted Diablo Grande Specific Plan. The uses permitted in the S-P (1) zoning district are those allowed in the approved Diablo Grand Specific Plan. Any amendment to the Diablo Grande Specific Plan will apply to the S-P (1) zoning district.

ENVIRONMENTAL REVIEW

As discussed in the "Background" section of this report, the EIR for the Diablo Grande Specific Plan was certified by the Stanislaus County Board of Supervisors on October 26, 1993. In response to a subsequent lawsuit, the EIR was found to be sufficient in all respects with the exception of the discussion of long-term water sources. Consequently, a Water Resources Plan and a Supplemental EIR identifying the Berrenda Mesa/Kern County Water Agency as the water source for the project was prepared. On December 7, 1999, the Board of Supervisors re-certified the original Diablo Grande EIR, certified the Water Resources Plan Supplemental EIR and re-adopted the Diablo Grande Specific Plan. In 2004, a third EIR was adopted in conjunction with a Specific Plan Amendment allowing installation of a wastewater conveyance line to convey wastewater from the project site to the Patterson Wastewater Quality Control Facility as opposed to previous plans to treat all project wastewater on-site.

Pursuant to the California Environmental Quality Act (CEQA), the proposed project's Early Consultation and Addendum to the EIR were circulated to all interested parties and responsible agencies for review and comment. Referral responses, received as a part of the Early Consultation, did not indicate that the proposed amendment would trigger any new or greater impacts to the environment and no significant issues were raised. (See Exhibit G – *September 28, 2015, Addendum to the Diablo Grande SP EIR* and Exhibit J - *Environmental Review Referrals*.) Impacts to services resulting from further development will continue to be addressed via: 1) Agreements with SR 9-1-1 and WSFPD, as previously discussed, and 2) collection of development fees, such as impact, fire, and mitigation fees, collected as a part of the building permit process, and 3) fees collected by the Diablo Grande Commercial and Homeowner's Associations and the Western Hills Water District for the provision of services. All previous environmental documentation and administrative records for the Diablo Grande project are hereby incorporated by reference into this staff report as supporting documentation.

Public Resources Code Section 21166 states, "When an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occur:

- (a) Substantial changes are proposed in the project which will require major revisions of the environmental impact report.
- (b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report.
- (c) New information, which was not known, or could not have been known at the time the environmental impact report was certified as complete, becomes available."

The proposed text amendments reflect previously studied and completed improvements, acknowledge the closure of The Legends Golf Course, and result in a decrease in larger lots on the development's hillsides and an increase in density on the Diablo Grande valley floor. Lots will be smaller, situated on previous golf greenways, with views of the surrounding hills, and proximate access to trails and open space. As a result, project impacts associated with constructing on hillsides will be less than what was contemplated in the project EIR. The PDP zoning map has been updated to reflect the proposed changes. Staff has determined, based on circulation and review of the project and the project Addendum to the previously certified EIRs that the proposed changes are not substantial nor does new information, the closure of The Legends Golf Course, increased density, and reorganization of the Phase I PDP land use designations map, cause additional impacts that would require preparation of an Additional or Supplemental EIR.

Existing Mitigation Measures will continue to apply to the project and are sufficient to mitigate project impacts. (See Exhibit I – *Summary of Mitigation Measures*.)

Note: Pursuant to California Fish and Game Code Section 711.4, all project applicants subject to the California Environmental Quality Act (CEQA) shall pay a filing fee for each project; therefore, the applicant will further be required to pay **\$3,135.25** for the California Department of Fish and Wildlife (formerly the Department of Fish and Game) and the Clerk Recorder filing fees. The attached Conditions of Approval ensure that this will occur.

Contact Person: Rachel Wyse, Senior Planner, (209) 525-6330

Attachments:

- Exhibit A - Findings and Actions Required for Project Approval
- Exhibit B - Maps
- Exhibit C - Diablo Grande 2016 Specific Plan Amendment Overview
- Exhibit D - Draft 2016 Diablo Grande Specific Plan – Bold and Strikethrough Version
- Exhibit E - January 19, 2017, Fire Service Improvement Agreement
- Exhibit F - August 19, 2015, Diablo Grande Emergency Communications Facilities Agreement
- Exhibit G - September 28, 2016, Addendum to the Diablo Grande SP EIR
- Exhibit H - Diablo Grande Environmental Impact Reports*
 - 1992 Diablo Grande Draft EIR
 - 1992 Diablo Grande Final EIR
 - 1992 Mitigation Monitoring and Reporting Plan
 - 1998 Water Resources Plan Draft SEIR
 - 1998 Water Resources Plan Final SEIR
 - 2004 Sewer Final EIR
- Exhibit I - Summary of Mitigation Measures
- Exhibit J - Environmental Review Referral

**Note: Copies of all Exhibits D & H in their entirety have been provided to each member of the Planning Commission as part of the April 6, 2017, Planning Commission Agenda packet.*

I:\PLANNING\STAFF REPORTS\SPA\2015\SPA PLN2015-0123 - DIABLO GRANDE 2016\PLANNING COMMISSION\APRIL 6, 2017\STAFF REPORT\STAFF REPORT_DG.DOCX

Exhibit A
Findings and Actions Required for Project Approval

NOTE:

The proposed project must obtain approval from the Stanislaus County Board of Supervisors. The Planning Commission may make a recommendation to the Board. Should the Commission support the project, the Commission may recommend the following:

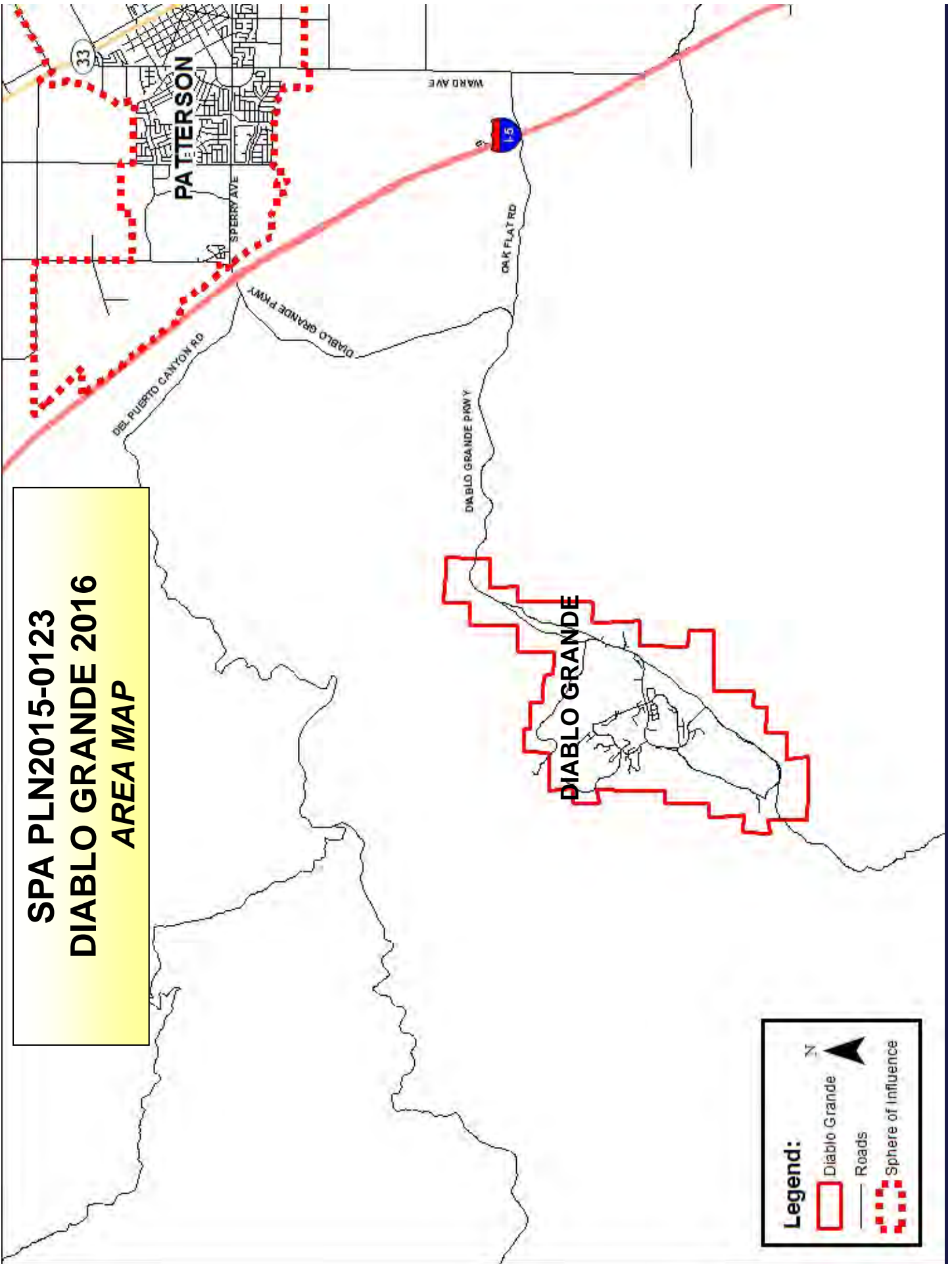
Based Upon the Record of Proceedings Find That:

1. Specific Plan Amendment:
 - A. Is consistent with the maps, goals, and policies of the Stanislaus County General Plan, adopted in August 2016.
 - B. Helps to achieve a balanced community to promote health, safety, and general welfare.
 - C. Results in development of character which will not be detrimental to existing and proposed development in the surrounding area.
 - D. Contributes to a balance of land uses so that local residents may work and have available services and goods in the larger community in which they live
 - E. Addresses the environmental and aesthetic assets of the community.
 - F. Demonstrates long-term and short-term availability of those services necessary to serve the development and they will be provided at no net expense to public agencies.
 - G. Demonstrates a design superior to that which could be attained through traditional permit process. Development standards are unique to the topography and allow for attached dwellings, "zero" lot lines, lot coverage based on lot area, minimum lot sizes of 2,880 square feet, fencing materials and setbacks based on the viewshed.
2. The proposed revisions to the Diablo Grande Specific Plan are consistent with the Specific Plan General Plan designation.
3. An Addendum to the previously certified Environmental Impact Report rather than a supplement to the EIR or a subsequent EIR comply with the requirements of CEQA because:
 - A. There are no substantial changes proposed in the project involving new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects that will require major revisions of the environmental impact report.
 - B. There are no substantial changes occurring with respect to the circumstances involving new significant environmental effects or a substantial increase in the

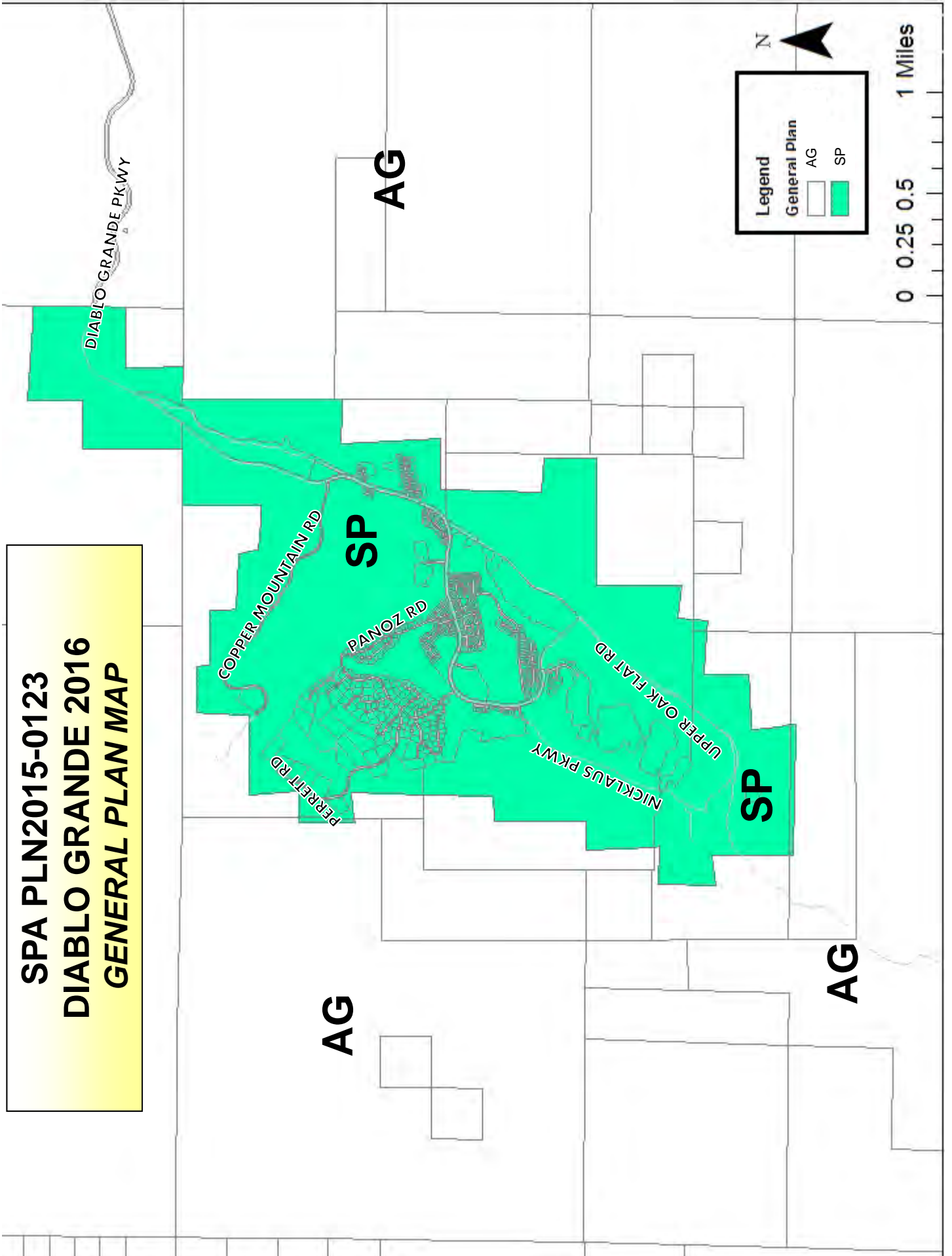
severity of previously identified significant environmental effects which will require major revisions in the environmental impact report.

- C. No new information, which was not known, or could not have been known at the time the environmental impact report was certified as complete, has become available involving significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects, or involving mitigation measures or alternatives previously found to be infeasible but not found to be feasible or identifying mitigation measures or alternatives different from those previously analyzed in the prior EIR and would substantially reduce one or more significant environmental effects.
4. Find that the currently approved Mitigation Monitoring and Reporting Plan address all impacts and mitigation measures and will remain in effect.
 5. Adopt the Addendum to certified Environmental Impact Report prepared for the Specific Plan changes on the basis of the record of proceedings and that the conditions identified in CEQA Guideline section 15162, requiring a supplement to an EIR or subsequent EIR are not present and that the Addendum to the project EIRs reflects Stanislaus County's independent judgement and analysis.
 6. Order the filing of a Notice of Determination with the Stanislaus County Clerk-Recorder's Office pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15094.

**SPA PLN2015-0123
DIABLO GRANDE 2016
AREA MAP**



**SPA PLN2015-0123
DIABLO GRANDE 2016
GENERAL PLAN MAP**



PHASING MAP

UNITS 1-5



SOURCE:
ROBERT R. GRAHAM, AICP
PLANNING DIRECTOR
DIABLO GRANDE
MAY 2002

SPA PLN2015-0123 DIABLO GRANDE 2016 CURRENT PRELIMINARY DEVELOPMENT PLAN

EXHIBIT B-3



PHASE 1 PLANNING AREA = 2250 ACRES

LAND USE	ACRES
RESIDENTIAL SINGLE FAMILY	204
Planned Development	18
Patio Homes	15
R-5	45
R-8	36
R-10	101
R-20	209
R-40	204
ESTATE (3 AC. MIN.)*	204
MULTIPLE FAMILY - CONDOS	23
Resort	9
Golf Course	20
Town Center	N/A
PUBLIC FACILITIES	22
Water Treatment	18
Maint. Center	4

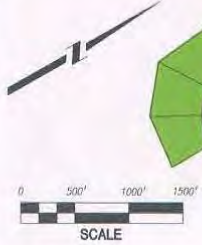
*AT LEAST 80% OF EACH ESTATE LOT WILL BE RETAINED AS NATURAL OPEN SPACE. 14 ESTATE LOTS SHOWN OUTSIDE PHASE 1 BOUNDARY.

**AT LEAST 80% OF THE ACRES ALLOCATED TO CREEK SIDE AREA SHALL ALSO BE CONSIDERED AS HILLSIDE AREA.

***ACRES FOR THE CREEK SIDE PORTIONS OF EACH GOLF COURSE AND PARK HAS BEEN INCLUDED IN THE TABLE UNDER "CREEK SIDE AREA".

LAND USE	ACRES	%
EMPLOYMENT AREAS	39	2
Hotel/Conf. Center	14	
Town Center	7	
Winery	3	
Golf Club	12	
Tennis Club	3	
ROADS	187	8
Parkway (80' R.O.W.)	21	
Others (30'-50' R.O.W.)	147	

LAND USE	ACRES	%
OPEN SPACE & RECREATION	1163	52
Hillside Area **	398	20
Creek Side Area	297	13
Parks ***	49	2
Indian Rocks	43	
Community	5	
Historic Ranch	1	
GOLF COURSES ***	255	12
The Ranch	132	
The Legends	123	
Vineyards	44	2
Ponds	22	1
TOTAL PHASE 1	2250	100



LEGEND	
(Symbol)	ARCHED CULVERT
(Symbol)	ARMS OF TRAVELED WAY (COVERED MOUNTAIN ROAD CROSSING)
(Symbol)	PERMANENT LOT BRIDGE *
(Symbol)	DRY PATH AND/OR TRAIL BRIDGE
(Symbol)	PIPE CULVERT FOR GOLF CROSSING
(Symbol)	PROPOSED DRAIN WITH WETLAND CORRIDOR
(Symbol)	BRICK CULVERT DRAIN

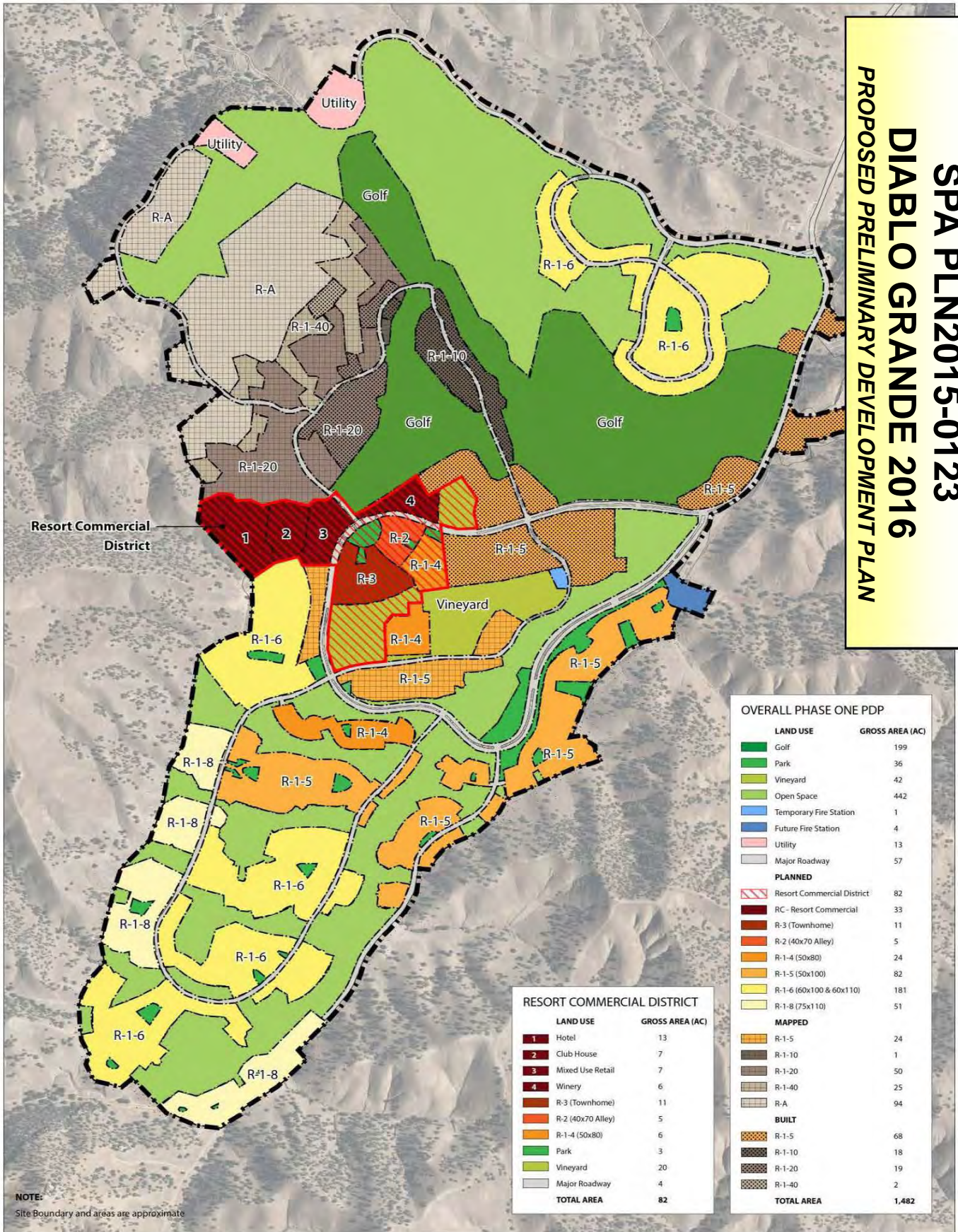
REVISED PRELIMINARY DEVELOPMENT PLAN

THOMPSON-HYSELL ENGINEERS

DATE: 05/20/16
SCALE: 1"=200'
DRAWN BY: J. J. JENSEN
CHECKED BY: R. R. GRAHAM
DATE: 05-20-16
P.L.S. 2016-0123-01

PC-14

SPA PLN2015-0123
DIABLO GRANDE 2016
PROPOSED PRELIMINARY DEVELOPMENT PLAN



Oct 21, 2015

FIGURE 27:
PHASE 1 PRELIMINARY DEVELOPMENT PLAN



**SPA PLN2015-0123
DIABLO GRANDE 2016
(2015) AERIAL MAP**



Diablo Grande 2016 Specific Plan Amendment Overview

The Diablo Grande community was originally envisioned as a 30,000 acre development consisting of five villages, 6 golf courses, 5,000 homes, and a resort conference center designed to attract conferences where participants could play golf on a number of world class golf courses over the course of a week. This project was submitted to Stanislaus County in 1991 for processing, and approved by the Board of Supervisors in 1993. That approval consisted of the Diablo Grande Specific Plan (“Specific Plan”), and its environmental impact report (EIR) and mitigation monitoring and reporting plan (MMRP).

The Diablo Grande Specific Plan provides that it should be revisited approximately every five years for an update. The Diablo Grande Specific Plan also recognizes that residential units could shift between villages.

After the initial approval in 2003, and over the course of the next five years, a number of lawsuits were litigated which culminated in the requirement that a Water Resources Plan and Water Resources Plan EIR be prepared on the project, and with those documents in place, the project was reapproved in 1998 and then again on December 7, 1999, but only as to the Phase 1 Preliminary Development Plan (PDP) for Oak Flat Village, which then consisted of a project permitting the construction of approximately 2,000 units and two (2) golf courses on around 2,300 acres. The Specific Plan (Page 33) states:

To provide internal flexibility without significantly altering the potential impacts of the total project, it is proposed that a dwelling unit transfer of up to 15% to or from each Village be permitted without the need for amendment to the Specific Plan.

And the adopted EIR (Page III-13) for the project sets forth:

Based on the 15% density transfer, the number of units within each Village range as follows: Village 1, 1,870 to 2,530 units;

In 2004 and 2005, minor amendments were made to the Diablo Grande Specific Plan. These amendments were adopted and found consistent with the existing project environmental review. The 2005 amendment, adopted on April 5, 2005, provided a reintroduction of the project and was considered the first project update, as it occurred about five years after the project reapproval in December of 1999.

In 2008, the great recession hit the Central Valley, California, the United States and the World. This great recession resulted in substantial changes in the housing market, and the availability of money to buy homes. A number of communities faced difficulties as home prices plummeted and foreclosures increased. In 2008 the Diablo Grande project was placed into bankruptcy and acquired by World International (“World”). World now owns the Diablo Grande

project, and has managed it for the last seven plus years, consistently funding short falls related to golf course operations, the Western Hills Water District operational budget, and servicing the bonded indebtedness on the project left by prior ownership. In 2014, the possibility of development at the project site began to increase, but simultaneously, substantial drought restrictions came into play that affected the project.

In 2015, detailed market analyses, community outreach, and an overall project evaluation was performed and it became apparent that two things needed to occur to keep the project viable. First, the Specific Plan was long overdue for a five year update, and second, while the Western Hills Water District had done a great job utilizing its water, and had acquired enough water for the full Phase 1 PDP development, golf course play was down, and valuable water supplies were being used on a course with minimal play, so The Legends Golf Course (one of two golf courses in Phase 1) was permanently closed.

Based upon this research, the permanent closing of The Legends Golf Course, and existing water and sewer capacity for the project site, the new Phase 1 PDP was prepared. This new Phase 1 PDP, at an estimated buildout of 2,354 residential units, right sizes the project to today's market, stays within the 15% unit shift allowed by the Specific Plan between villages (within the EIR identified range of 1,870 to 2,530 units), is consistent with the project's environmental review documents, falls within the water, sewer and traffic generation rates set forth in the original project EIR, and retools the project to a more market viable land use mix to create project viability and sustainability.

The 2016 changes cluster residential into tighter areas, resulting in less grading at the site, and all fall entirely within the currently zoned Phase 1 Preliminary Development Plan area. These changes also result in more open space and change the Diablo Grande project from what was originally envisioned as an exclusively golf course oriented community, to a combination golf, open space, and active hiking community. Numerous trails have now been created at the project site and are currently in use by project residents.

With this background, the 2016 Specific Plan Amendment (2016 SPA) as proposed is not a complete rewrite of the Diablo Grande Specific Plan, but rather an update. Chapters 1-3, 5 and 6 of the Diablo Grande Specific Plan provide overall policies and guidance relative to development. These chapters remain generally untouched, as they track closely with the adopted EIR. As policy level chapters, they are general in nature and provide an overall project vision. Rather than revisit, retool and update each and every section related to future possible development at the site, these chapters remain true to the initial project vision with only major changes being updated. Examples of such changes are:

- 1) The recognition that The Legends Golf Course is closed. The closing of The Legends Golf Course is a significant change in the Phase 1 area as it is now being changed from two golf

courses to one. This change is important enough to be included in the policy chapters of the Specific Plan and is clearly identified;

2) The policy chapters of the Specific Plan originally identified ownership of the emergency communication system as a project responsibility. Since the time, negotiations have occurred whereby World provided the funding necessary for Stanislaus Regional 911 (SR911) to update and construct a full and complete community emergency communication system, and to own and operate it. As such, this is a substantial change that is made to the policy chapters of the Specific Plan;

3) Since the last Specific Plan update, an agreement was reached with the City of Patterson in 2004 to convey Phase 1 sewage to the City of Patterson, up to 750,000 gallons per day. This is a substantial change in how sewer is provided to the project, and the lines and connections have been constructed such that this conveyance system now exists. City of Patterson prepared all appropriate environmental documentation for this connection, so the policy chapters of the Specific Plan have been revised to recognize this change; and,

4) The changes to the Phase 1 PDP result in a greater mix of residential unit types, to react to the market, and the Land Use Designations in the document have been modified to provide a broader range of lot sizes and types.

While these changes are necessary to clearly show what is occurring with the update, the general policy statements, overall discussion, tables and original project analysis have not been updated, so they continue to track the analysis in the adopted EIR. The Phase 1 PDP unit count falls within the plus or minus 15% authorized by the Specific Plan and EIR range of 1,870 to 2,530 units, and no development can occur beyond Phase 1 without full and complete environmental review on such future phase of development. The 2005 amendment and reintroduction of the Specific Plan addressed the issue the same way, and now, ten (10) years later, the changes are being addressed in exactly the same fashion to maintain the consistency between the Specific Plan, the EIR, the Water Resources Plan EIR, and the environmental review (Addendum) prepared on the sewer line extension.

As to the main changes to the project, the regulatory sections of Specific Plan, specifically chapter 4 (which identifies the zoning designations, lot sizes, setbacks, lot coverage, and other zoning level information) have been thoroughly updated, as well as chapter 7 (the Phase 1 PDP) which discusses the new land plan for Phase 1 (Oak Flat Village). These revisions will allow development of land uses within the Phase 1 PDP, fall within the 15% range identified in the Specific Plan and EIR for lot increase or decrease, and provide land uses and designations consistent with the current market analysis and the expected buyer profile, updating the current land plan that is now almost 25 years old. This new analysis shows unit counts and types in each category, and the new Phase 1 PDP is proposed to be adopted, and will be consistent with the zoning standards set forth in chapter 4.

As with the 1999 approvals, the expectation is that the Specific Plan will be adopted, and found consistent with the existing EIR through an Addendum process, and that only the Phase 1 PDP project will be authorized to proceed. Prior to development of any projects outside of the Phase 1 (Oak Flat Village) PDP area, a new PDP would need to be prepared, submitted to the County for review, full environmental review would need to be completed, services would need to be affirmed, and only then could the Board of Supervisors approve such development. The amended Specific Plan as proposed still recognizes the possible development on the remainder of the property, but is clearly focused on completing the development of Phase 1 PDP within Oak Flat Village.

Exhibit D – Diablo Grande Specific Plan – Bold Strikethrough Version

Copies of the Diablo Grande (red-lined) Specific Plan are available for review at the County Planning Department Office or on the County’s website at:

<http://www.stancounty.com/planning/pl/act-projects.shtm>

*****Copies of Exhibit D have been provided to each member of the Planning Commission as part of the April 6, 2017, Planning Commission Agenda packet.**

RECORDING REQUESTED BY
RECORDED MAIL:

West Stanislaus County Fire Protection District
344 West Las Palmas Avenue
Patterson, California 95363

EXEMPT from recording fee pursuant to Government Code Section 27383

FIRE SERVICE IMPROVEMENT AGREEMENT

This FIRE SERVICE IMPROVEMENT AGREEMENT ("Agreement"), is made by and between THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, hereinafter referred to as "District," and WORLD INTERNATIONAL, LLC, a Delaware limited liability company (hereinafter "Developer") and is effective this 9th day of January, 2017 ("Effective Date").

RECITALS

WHEREAS, the Stanislaus County ("County") Board of Supervisors adopted the Diablo Grande Specific Plan on December 7, 1999 along with the Preliminary Development Plan for Phase 1 (Tentative Map 97-01) of the Diablo Grande Project (the "Project"); and,

WHEREAS, mitigation measures applicable to the Project from the DEIR dated August 31, 1992 and the FEIR dated June 15, 1993 were readopted by the County Board of Supervisors on December 7, 1999; and,

WHEREAS, the mitigation measures readopted by the County Board of Supervisors on December 7, 1999 contained a mitigation measure requiring Developer to provide a reliable public safety communications system within the Project (Fire Protection mitigation measure No. 5); and,

WHEREAS, subsequent environmental reviews occurred on the Project including modifications to the Specific Plan in 2000, 2004 and 2005, some of which also included maps to allow for additional residential subdivision projects; and,

WHEREAS, Revised Conditions of Approval for Tentative Map 97-01; Diablo Grande Unit 1, 336 Lot Subdivision dated March 30, 2004, contained Condition of Approval No. 45 ("Condition No. 45") which required Developer to provide a reliable public safety communications system within the Project and

**Fire Service Improvement Agreement
Diablo Grande
Page 2**

expanded upon the original mitigation measure for the Project (Fire Protection mitigation measure No. 5); and,

WHEREAS, the Project public safety communications system was found to be below the appropriate level of operational acceptability by both the District and County Sheriff; and,

WHEREAS, the District incurred attorneys fees related to the communications system issue; and,

WHEREAS, the County Board of Supervisors approved Tentative Map Application 2005-09 with Amended Conditions of Approval on May 9, 2006, for the Mountain View Estates Project, which is located within Phase 1 of the Project; and,

WHEREAS, Tentative Map 2005-09 was subject to Amended Conditions of Approval, one of which was Condition of Approval No. 37 ("Condition No. 37") which requires, prior to issuance of Developer's 501st building permit, the completion of a permanent fire station, and the transfer of the permanent fire station site and building ownership to the District; and,

WHEREAS, the permanent fire station has not yet been built, and Condition No. 37 has not been satisfied; and,

WHEREAS, there is an existing, temporary fire station within the Project that the District is utilizing to provide fire and life safety services within the Project area; and,

WHEREAS, the temporary fire station will require improvements ("Temporary Station Improvements") in order for the District to provide adequate fire and life safety services to the Project area until completion of the permanent fire station; and,

WHEREAS, on December 17, 2015, the District and Developer met to discuss requirements for the Project and agreed to the terms of the purchase of a site for the permanent fire station; and,

WHEREAS, the site for the permanent fire station has been determined; and,

WHEREAS, Developer is currently processing a Specific Plan Amendment to modify the Phase 1 Preliminary Development Plan (SPA No. 16-01) through Stanislaus County ("County"); and,

WHEREAS, it is in the best interest of the Parties to finalize the Temporary Station Improvements and to complete plans and construction of the

Fire Service Improvement Agreement
Diablo Grande
Page 3

new permanent fire station ("Permanent Station Improvements") in order for the District to provide continuously adequate fire services to the Project and for Developer to proceed with development of the Project; and,

WHEREAS, the District Board considered a comprehensive proposal to identify specific tasks to accomplish the transfer of the permanent fire station site, Temporary Station Improvements, and a plan for construction of the permanent fire station at its regular District Board meeting on June 13, 2016;

NOW, THEREFORE, for and in consideration of the agreement of Developer to complete the agreed-upon Temporary Station Improvements, and in order to ensure satisfactory performance of the Temporary Station Improvements by Developer and satisfaction of the District's provision of fire and life safety services to the Project, the Parties agree as follows:

1. **Purchase of Property for Fire Station**. The District will pay Developer Two Hundred Thousand Dollars (\$ 200,000.00) for the purchase of the designated fire station site within the Project, which purchase price will be reduced according to the terms set forth in this Agreement.

- A. Developer shall be responsible for the unpaid remainder of legal costs incurred by the District related to the communications system in the amount of \$7,273.70. This amount shall be a credit to the District against the purchase price which will reduce the purchase price to \$192,726.30.
- B. District will hire Tim Huff to prepare plans to upgrade the existing temporary fire station in the amount of \$5,850.00 which shall further reduce the purchase price of the designated fire station site to \$186,876.30.
- C. The Parties agree that the District may make the needed Temporary Station Improvements to the existing fire station located within the Project at 20899 Vineyard Way, City of Patterson, in the event Developer has not made the Temporary Station Improvements identified in paragraph 2(A), and any amount expended by the District will reduce the amount due under this Paragraph for the purchase of the new site parcel.
- D. District will pay Tim Huff \$8,000.00 to prepare the design study for the permanent fire station which reduces the purchase price to \$178,876.30.
- E. Developer shall be responsible for legal fees and expenses incurred in forming and resolving the content of this Agreement in the amount

of \$9,500.00 This amount shall be a credit to the District against the purchase price which will reduce the purchase price to \$169,376.30.

- F. Commencing upon completion of the temporary station improvements and acceptance by District, for each newly permitted residence within the Project constructed beyond the 500th permitted building threshold, the District will pay Developer One Thousand Dollars (\$1,000.00) payable at the end of the calendar year until the purchase price has been satisfied. No interest will be charged or paid on any unpaid balance.

2. **Satisfaction of Project Conditions of Approval.** Below is a list of the obligations of Developer as agreed upon by the Parties to satisfy Condition No. 37:

- A. **Temporary Station Improvements.** Within sixty (60) days after the effective date of this Agreement, or sooner, Developer will commence to make the following Temporary Station Improvements and said Temporary Station Improvements shall be completed to District satisfaction no later than September 1, 2017:

1. Upgrade temporary electrical service to permanent, 200 amp service minimum; and,
2. Install interior restroom and interior storage room that is ADA compliant and meets the need of the District consistent with the plans prepared by Tim Huff pursuant to Paragraph 1(B); and,
3. Provide walkways and parking that meets ADA requirements; and,
4. Install cement or asphalt connecting the apparatus apron to the driveway approach engineered to withstand loads imposed by fire apparatus; and,
5. Install exterior lighting to meet District's needs.
6. These Temporary Station Improvements may be made by District subject to Paragraph 1(C) and Paragraph 21 (in the event of a breach by Developer) and the amount expended by District will be deducted from the purchase price of the property for the permanent fire station.
7. Developer presently owns sixty-six (66) parcels within the Project which are vested and which may be developed. No further permits will be issued for development within the Project until the Temporary Station Improvements are completed and accepted by District.

8. Upon completion of the Temporary Station Improvements to the District's satisfaction, the building permit level shall be raised from 500 to 600 not including the 100 lots provided to Developer as set forth in Paragraph 2(C)(4).
 9. District shall continue to utilize and possess the temporary fire station to provide fire and life safety services within the Project area until such time as the permanent fire station is constructed and ready for use by District.
- B. Lease of Residence for Paid-Call Firefighters. Developer currently rents the residence directly across the street from the temporary fire station to house District paid-call firefighters. If at any time prior to the occupancy of the new permanent fire station, the lease agreement is terminated, Developer shall provide temporary onsite housing (in the form of a Modular home) suitable and acceptable to the District.
- C. Permanent Fire Station. Developer will accomplish the following regarding the permanent fire station to be constructed within the Project:
1. Developer will pay for and perform a Phase I Environmental Impact Review of the permanent fire station site; and,
 2. Developer will provide clear title clearance for the permanent fire station site parcel; and,
 3. Developer will prepare a Grant Deed to convey the permanent fire station site to District, upon execution of this Agreement or within a reasonable time thereafter. The Grant Deed and associated documents are subject to District approval, which shall not be unreasonably withheld; and,
 4. Upon completion of the Temporary Station Improvements and Paragraph 2(C)(3), District authorizes the issuance of 100 additional building permits above 500 exclusively to Developer to be utilized at Developer's discretion; and,
 5. Tim Huff shall prepare the design study for the permanent fire station, which District shall pay for in the amount of \$8,000.00 as set forth in Paragraph 1(E). North Star Engineering shall assist Huff with the design study and Developer shall pay North Star Engineering.
 6. Once the design study is completed and acceptable to the District, Developer shall increase the Fire District Fee to \$1.00 per square foot for all future lots at Diablo Grande currently owned by Developer (1,619 future lots and approximately 66 existing lots). This increase

Fire Service Improvement Agreement
Diablo Grande
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in the Fire District Fee will generate approximately \$4,200,000.00 in Fire Fees in addition to existing fees collected from approximately 500 permits previously issued and an additional 68 for mapped lots owned by D.R. Horton.

7. Developer agrees to be bound to deliver road, water and sewer services to the permanent fire station site concurrent with permanent fire station construction.
8. Upon completion of the Temporary Station Improvements identified in Paragraph 2(A), and dedication of the permanent fire station site parcel identified in Paragraph 2(C)(3), and adoption by Stanislaus County of the Fire District Fee increase identified in Paragraph 2(C)(6), District agrees to remove the building permit limitation as set forth in Condition of Approval No. 37, and District agrees no future building permit limitation will be requested for development of the future lots identified in Paragraph 2(C)(6), and District shall design and construct the permanent fire station on its own schedule.
9. Upon completion of the permanent fire station, the Parties shall discuss 24/7/365 staffing needs and funding mechanisms.

D. Developer and its successors in interest shall remain liable for all conditions of approval associated with the Project Specific Plan and any amendment thereto in addition to the original environmental review of the Project and any supplemental or subsequent EIR conditions or addendums to any environmental analysis containing additional conditions except as otherwise provided in this Agreement.

3. **Permits.** Developer shall obtain the necessary permits and approvals necessary for the Temporary Station Improvements as described in Paragraph 2(A).

4. **Approval of Existing Fire Station Plans.** The plans and specifications for the existing fire station must be reviewed and approved by the District prior to submission to the County for the purpose of obtaining the necessary permits. The District agrees to the following with respect to its review of those plans and specifications:

- A. The District will review such plans and specifications and provide written comments to Developer within thirty (30) business days after receipt of plans and specifications; and,
- B. The District will reasonably cooperate with Developer in efforts to obtain the necessary permits; and,

Fire Service Improvement Agreement

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- C. Such plans and specifications approved by the District and subsequently authorized for construction pursuant to a County Building Permit are hereinafter referred to as the "Approved Temporary Station Improvement Plans".

5. **Performance of Work.** Developer, at its sole expense, shall engage one (1) or more licensed general contractors and/or subcontractors (hereinafter "Contractors") and shall cause the Temporary Station Improvements shown in the Approved Temporary Station Improvement Plans to be constructed in a good and workmanlike manner, including any changes to those Plans required by the County and/or the District for any reason and at the sole reasonable discretion of the County and/or District. Developer shall cause the Temporary Station Improvements to be performed at the places, with the materials, in the manner, and at the grades as shown upon the Approved Temporary Station Improvement Plans.

6. **Work: Milestone for Completion of Temporary Station Improvements:** Prior to the issuance of a final Certificate of Occupancy for the Temporary Station Improvements, the Temporary Station Improvements shall be completed to the satisfaction of the District and County as evidenced by a Certificate of Completion filed with the County Recorder's Office. In the event that one or more of the Temporary Station Improvements are not completed prior to the time that the Developer seeks District approval for occupancy of the existing fire station, the District shall not unreasonably withhold issuance of the Certificate of Occupancy if the District Engineer determines that Developer has made a good faith effort and exhausted all reasonable solutions towards completion of said Temporary Station Improvements.

7. **Time is of Essence – Extension:** Time is of the essence for the completion of the Temporary Station Improvements, however, in the event "good cause" is shown therefore, District may extend the time for commencement or completion of the Temporary Station Improvements so as to not unreasonably withhold a Certificate of Occupancy for the Project. The District Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. **Repairs and Replacements.** Developer shall cause the replacement or have replaced, repair or have repaired, as the case may be, or pay to the District, the entire cost of replacements or repairs, of any and all District property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the District or by any public or private corporation, partnership or association, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the said District's Engineer.

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9. **Permits; Compliance With Law.** Developer shall cause, at its sole expense, all permits and licenses necessary for the approval and construction of the temporary fire station to be obtained and shall cause all necessary notices to be issued and all required fees and taxes to be paid. Developer shall cause the furnishment of proof of the required workers' compensation insurance coverage prior to the Developer's commencement of activities in conjunction with the Temporary Station Improvements.

10. **Superintendence By Contractor.** Developer shall cause the Developer to provide personal superintendence and/or by a superintendent of sufficient competence in the judgment of the District on the temporary fire station work site at all times with authority to act for Developer.

11. **Inspection By District.** Developer shall at all times maintain proper facilities and provide safe access for inspection by District to all parts of the work upon the Temporary Station Improvements, and to the shops wherein the work is in preparation, to assure that the work done shall be done in accordance with the Approved Temporary Station Improvement Plans. Inspections by District are solely for the benefit of District. District shall not be responsible for any defective work or materials which could have been discovered by Developer through independent inspection regardless of whether or not the District undertook such inspections. The Developer, at Developer's expense, shall have a registered civil engineer establish the horizontal and vertical control survey, if necessary, to construct the Temporary Station Improvements in accordance with the Approved Temporary Station Improvement Plans.

12. **Character Of Workers.** Competent supervisor(s) and Subcontractors shall be employed on work requiring special qualifications and, when reasonably required by the District's Engineer. Any Subcontractor whose performance or conduct is disorderly, dangerous, insubordinate or incompetent shall be removed immediately from the work upon such performance or conduct becoming known to Developer or Developer's supervisor and such person shall not again be employed on the work.

13. **Status Of This Agreement With Respect To County.** This Agreement shall not relieve Developer of obligation to satisfy Condition No. 37 with County, except as may be specifically agreed to by District and Developer.

14. **Indemnity And Hold Harmless.** To the fullest extent permitted by law, Developer agrees to indemnify and hold harmless District, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants) employees, volunteers, and each of them from and against any claim of any person or persons, including attorneys' fees, in any way arising from the removal of a person or persons under Paragraph 12. This Paragraph shall survive

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the termination or completion of this Agreement for the full period of time allowed by law.

15. **Securities.** It is recognized by the Parties that the initial iteration of the Temporary Station Improvement Plans shown in Exhibit C are insufficiently detailed so as to provide an accurate estimate of cost. Notwithstanding this, in the absence of more detailed plans, Developer has agreed to provide various securities or to provide an irrevocable letter(s) of credit in form and amount to be determined by District Counsel to ensure the faithful performance of its obligations set forth in this Agreement. As long as the Temporary Station Improvements are completed under this Agreement and approved by the District, the need for security will not arise under this Agreement. All legal expenses incurred by District in reviewing and approving said irrevocable letter(s) of credit are to be paid by Developer in amounts that are in excess of the preliminary estimate of the cost of the Temporary Station Improvements. District agrees that upon finalization of the Temporary Station Improvements Plans and related cost estimate, the District will adjust the bond required by Paragraph 15(a) to reflect the final cost estimates for the Temporary Station Improvements. Prior to the issuance of a building permit (and/or "construction permit") for the Temporary Station Improvements, Developer shall furnish the following securities satisfactory in form to the District, if required:

16. A Faithful Performance Bond in the amount of \$_____ (which is approximately equal to 200% of the preliminary estimate of cost of the Temporary Station Improvements) as security for the faithful performance of all the provisions of this Agreement including payment in full of all persons who perform labor upon or furnish materials to be used in construction of the Temporary Station Improvements, but excluding work to be covered by the Warranty Bond. Said Performance Bond shall remain in effect at a minimum of sixty (60) days beyond the date of Notice of Completion; and,

17. A Warranty Bond in the amount of \$_____ (which is equal to 10% of the Faithful Performance Bond) as security for the warranty of all the provisions of Paragraph 15 of this Agreement, including the repair and reconstruction of defective work provisions of this Agreement. This bond shall remain in effect at a minimum of three hundred and sixty-five (365) days beyond the date of Notice of Completion; and,

18. A surety bond in a form acceptable to the District in the amount of \$_____ to cover enforcement costs in accordance with Section 66499.4 of the Government Code. This bond shall remain in effect at a minimum of three hundred and sixty-five (365) days beyond the date of Notice of Completion. Developer agrees to maintain such surety bonds and/or approved and applicable irrevocable letter(s) of credit, or cash deposit(s), or savings account(s) or other acceptable certificate(s) payable to the District in full force and effect consistent

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with the terms of this Agreement, including any extensions of time as may be granted by the District.

19. **Title To Temporary Station Improvements.** Title to, and ownership of, all Temporary Station Improvements constructed hereunder by Developer which are to be delivered to District as shown on the Approved Temporary Station Improvement Plans shall remain titled in Developer's name and shall not be transferred to District upon completion and acceptance of the Temporary Station Improvements by District.

20. **Repair Or Reconstruction Of Defective Work on Existing Fire Station.** If, within a period of one (1) year after final acceptance of any work performed under this Agreement pertaining to the Temporary Station Improvements, and if District is still utilizing the existing fire station at such time, any structure or part of the existing fire station furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement pertaining to the Temporary Station Improvements, fails to fulfill any of the requirements of this Agreement or Approved Temporary Station Improvement Plans referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work on the existing fire station. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified or act, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to District the actual cost of such repairs plus fifteen percent (15%).

21. **Developer Not Agent Of District.** Notwithstanding any other provision of this Agreement, neither Developer nor any of Developer's agents, contractors and/or subcontractors are or shall be considered to be agents of District in connection with the performance of Developer's obligations under this Agreement.

22. **Cost Of Engineering And Inspection.** Developer shall be responsible to pay 100% of the costs incurred by District for plan check and inspection services applicable to the Temporary Station Improvements. Developer shall continue to maintain a minimum balance of \$5,000.00 in a developer deposit account with the District in accordance with all ordinances, rules and regulations for all inspection, plan review and other services performed by the District before and after the execution of this Agreement. Said costs for plan review, inspection, and other services will be the result of actual District staff time plus twenty percent (20%) thereof for District's overhead expenses. Should the District elect to utilize the services of a consultant, Developer shall pay the actual cost of the consultant's time, plus fifteen percent (15%) thereof for District's overhead expenses. Should the Developer's initial deposit for the Temporary Station Improvements drop below \$5,000.00, District shall furnish to Developer a written statement of all actual costs

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and overhead showing the manner in which costs were incurred or expended and an invoice equal to the amount needed to bring the deposit balance to a minimum of \$5,000.00.

23. **Notice Of Breach And Default.** After commencement of work upon the Temporary Station Improvements, if Developer refuses or fails to obtain prosecution of the work, or any parts thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, subject to extension, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, suppliers, agents or employees, should violate any of the provisions of this Agreement, District's Chief or the District Board may serve written notice upon Developer and the applicable surety of breach of this Agreement, or any portion thereof, and default of Developer.

24. **Breach Of Agreement; Performance By Surety Or District.** In the event any such notice of breach is given and surety is present, Developer's surety shall have the duty to take over and complete the work and the Temporary Station Improvements; provided, however, that if the surety, within ten (10) days after serving upon it such notice of breach, District may take over the work and prosecute the same to completion by contract or any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to District for any costs or damages occasioned District thereby, and, in such event, District without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plans and other property belonging to Developer as may be on the site of the work and necessary therefor.

25. **Insurance.** Developer agrees to procure and maintain for the duration of this Agreement and require its subcontractors to maintain the policies set forth in Exhibit B entitled "INSURANCE REQUIREMENTS," which Exhibit is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Parties. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Developer agrees to cause and maintain in force at all times during this Agreement, the provision of workers' compensation insurance as required by law.

Developer agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Developer agree to be bound to Developer and

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District in the same manner and to the same extent as Developer is bound to District under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any subsubcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The Developer shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the District.

Developer shall require each of its consultants or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

Developer agrees that if the aforesaid insurance is not kept in full force and effect, District may terminate this Agreement upon ten (10) days prior notice to Developer, unless Developer delivers evidence of insurance to District within such ten (10) day period.

At all times during the term of this Agreement, Developer shall be required to maintain on file with the District a certificate or certificates of the required insurance as set forth in Exhibit B showing that the required insurance policies are in effect in the required amounts.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured.

Developer shall name the District as additionally insured as required in Exhibit B.

26. **Indemnification Of District.** To the fullest extent permitted by law, Developer agrees to indemnify, hold harmless and shall defend (with legal counsel selected by the District), the District, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), employees, volunteers and each of them from and against any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Developer's performance of its obligations under this Agreement. Developer acknowledges that District would not enter into this Agreement in the absence of the commitment of Developer to indemnify and protect District as set forth in this Paragraph. This indemnity does not apply to liability for damages to the extent arising from the sole negligence, the

active negligence, or the willful acts of the District. This Paragraph shall survive the termination or completion of this Agreement for the full period of time allowed by law.

27. **Notice Of Condition Of Property.** Developer will at all times from the effective date of this Agreement to the completion and acceptance of said work or Temporary Station Improvements by the District, give good and adequate warning of each and every dangerous condition caused by the construction of said Temporary Station Improvements and will protect the traveling public therefrom.

28. **Control Of Real Property Reserved For Installation.** Developer warrants that it will diligently work to obtain control of the real property reserved, or needed for the installation of the Temporary Station Improvements, and the streets in which it is to be placed, as is necessary to allow it to carry out its obligations under this Agreement, and District agrees to reasonably cooperate with Developer in connection with the same.

29. **Payment Of Reasonable Attorneys' Fees.** Should legal action be brought by District to enforce any provision of this Agreement, the Developer agrees to pay District its actual attorneys' fees, court costs, and other litigation expenses incurred by District in successfully enforcing any obligations or rights created by this Agreement, including, without limitation, expenses incurred in preparation and discovery, expert witness fees and expenses relating to appeals, if any. The entitlement of District to recover such fees, costs and expenses shall accrue upon the commencement of the action regardless of whether the action is prosecuted to judgment.

- A. Developer agrees to reimburse the attorney's fees incurred by District related to the enforcement of Project Condition of Approval No. 45 which required Developer to provide a reliable public safety communications system within the Project within thirty (30) days after being notified by the District of that amount.

30. **Notices.** All notices herein required shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt, or (ii) five (5) days after a registered or certified mail containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, notice shall be deemed to have been given when delivered to the party to whom it is addressed.

Notices required to be given to District shall be addressed as follows:

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West Stanislaus County Fire Protection District
Attention: Fire Chief
344 West Las Palmas Ave.
Patterson, California 95363

And with copies to:

William D. Ross, Esq.
Law Office of William D. Ross
400 Lambert Street
Palo Alto, California 94306

Notices required to be given to Developer shall be addressed as follows:

World International, LLC
c/o Mr. David Romano
9501 Morton Davis Dr.
Patterson, CA 95363

And with copies to:

Guillermo Marrero
International Practice Group
1350 Columbia St., Suite 500
San Diego, CA 92101

Notices required to be given any surety shall be addressed to its address shown on its bond; provided, that any party or the surety may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

31. **Easements**. Developer shall pay the acquisition price and costs and all other expenses of obtaining all easements required for the Temporary Station Improvements, if any.

32. **Right Of Entry**. The District, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), employees, volunteers and the Surety upon any bond shall have the right from and after the date hereof to enter upon any property where appurtenant easements are located for purposes of inspection and investigation at any and all reasonable times.

33. **Prevailing Wages**. In constructing the Temporary Station Improvements identified in this Agreement, Developer will be responsible to comply with the

provisions of sections 1770 *et seq.* of the California Labor Code, if said provisions are applicable to the Temporary Station Improvements.

34. **Ordinances, Rules And Regulations.** Developer shall at all times be bound by and abide by all of District's ordinances, rules and regulations now in effect or hereinafter amended or enacted, and any person obtaining service from District through the Temporary Station Improvements to be constructed shall likewise be so bound.

This Agreement shall prevail over the terms and conditions of any such ordinances, rules and regulations if there is any conflict between such ordinances, rules and regulations and this Agreement.

35. **Binding Form Of Agreement.** It is agreed by and between the Parties to this Agreement that the Agreement firmly binds the Parties, their heirs, executors, administrators, successors or assignees, jointly and severally. Upon expiration of the one (1) year period described in Paragraph 17 (or if a warranty claim has been made within such period, upon full and final resolution of such claim), District at Developer's request shall confirm the termination of this Agreement and execute such recordable instruments as may be reasonably requested by Developer to evidence such termination.

36. **Governing Law and Venue.** This Agreement and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Stanislaus. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Eastern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Stanislaus County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement.

37. **No Waiver.** Any waiver at any time by any party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

38. **Assignment.** No assignment or transfer of this Agreement or any part hereof by Developer (other than to any entity affiliated with Developer) is permitted without the written consent of District which shall not be unreasonably withheld.

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39. **Special Inspection.** Developer shall retain and pay the cost of a qualified firm (satisfactory to the District's Engineer) to perform all special inspections of the Temporary Station Improvements as determined by the District.

40. **Geotechnical Engineer.** Developer shall retain and pay the cost of the Geotechnical Engineer of Record for the Project to perform all testing and reporting of items including but not limited to, rough grading, sub-grade preparation and compaction, concrete testing, and asphalt testing and compaction if applicable to the Temporary Station Improvements. Reports shall be made available to District upon request.

41. **Severability.** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, then such provision or provisions only shall be deemed null and void and shall not affect the validity of this Agreement, and the remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

"District"

West Stanislaus County Fire Protection District

By: _____

Name: _____

Title: _____

"Developer"

WORLD INTERNATIONAL, LLC, a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

District Clerk

APPROVED AS TO FORM:

By: _____

William D. Ross
District Counsel

ACKNOWLEDGMENT


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of San Diego) ss.

On February 2, 2017, before me, Gabriela Ponce, Notary Public, personally appeared Rafael Marcos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT B
INSURANCE REQUIREMENTS**

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to this Reimbursement Agreement.

Developer shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Developer, its agents, representatives, employees or subcontractors.

Developer shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Developer shall furnish District with copies of original endorsements affecting coverage required by this Exhibit B. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by District before work commences. District has the right to require Developer's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less

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than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Developer has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Developer, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the District, its elected and appointed officials, officers, attorneys, agents, and employees.

Insurance appropriate to the Developer or Developer's Consultant profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

(If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

Insurance appropriate to the Developer or Developer's Consultant profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Developer or Consultant provides written verification it has no employees)*

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The Developer makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Developer Signature

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Surety Bonds:

X Contractor shall provide Irrevocable letters of credit if required by District Counsel pursuant to the Agreement.

Developer's Pollution Legal Liability:

____ Developer's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

If the Developer maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status:

The insurance policies are to contain, or be endorsed to contain the following provision:

The District, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer or Consultant or any Subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Developer's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

Primary Coverage:

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Developer's insurance coverage shall be primary insurance** as respects the District, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the District its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Developer's insurance and shall not contribute with it.

Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)

Developer may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage **shall name the District as a loss payee** as their interest may appear.

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If the project does not involve new or major reconstruction, at the option of the District, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the District's site.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the District.

Waiver of Subrogation:

Developer hereby grants to District a waiver of any right to subrogation which any insurer of said Developer may acquire against the District by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the District for all work performed by Developer or Consultant, its employees, agents and subcontractors.

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to an approved by District. The District may require the Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.

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District reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and Contractor will pay the cost.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date**, the Developer must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and District in the same manner and to the same extent as Contractor is bound to District under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the District indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Developer shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Developer's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**EXHIBIT C
PRELIMINARY PLANS FOR TEMPORARY STATION IMPROVEMENTS**

**DIABLO GRANDE
EMERGENCY COMMUNICATIONS FACILITIES
FINANCING AGREEMENT**

THIS EMERGENCY COMMUNICATIONS FACILITIES FINANCING AGREEMENT ("Agreement") is entered into by and between the CONSOLIDATED EMERGENCY DISPATCH AGENCY, hereinafter referred to as "SR 9-1-1", a Joint Powers Agency, and WORLD INTERNATIONAL, LLC, a Delaware Corporation, hereinafter referred to as "World."

RECITALS

- A. Diablo Grande is a private development located approximately 10 miles southwest of the City of Patterson generally known and described as the Diablo Grande master planned community (the "Community"), which Community includes numerous tracts with subdivisions approved by the Stanislaus County Board of Supervisors. The original developer of the Project was Diablo Grande LP, (the "Developer").
- B. The Diablo Grande Specific Plan was adopted on December 7, 1999, along with the Preliminary Development Plan for Phase 1 of the Diablo Grande project. Phase 1 of the project covers approximately 2,200 acres and currently permits the development of just over 2,000 residences, associated commercial and open space uses, and two golf courses.
- C. The first development in Phase 1 was the adopted Unit No. 1 Vesting Tentative Subdivision Map also approved on December 7, 1999.
- D. The conditions of approval and mitigation monitoring plan for Unit 1A requires the Development to provide adequate two-way communications for emergency response vehicles and requires a study to be conducted to determine what equipment would provide proper communications.
- E. In April of 2003, the Diablo Grande Emergency Communication Facility Plan (the "Plan") was approved by Diablo Grande, the West Stanislaus Fire Protection District, Stanislaus Consolidated Fire, Stanislaus Regional 9-1-1, Stanislaus County Public Works, Sheriff's Office and Planning.
- F. The Plan set out the elements of the emergency communications facilities and its capabilities as well as future expansion of the communication facilities and acknowledges that the Developer is financially responsible for the required improvements to the communication facilities.
- G. Under the Plan, certain communication facilities were to be constructed, with ownership of the transmitters and receivers transferring to the County once the facilities were operational.
- H. Improvements to the facilities were made; however, the communications system was not transferred to the County, and is not fully operational.
- I. On March 10, 2008, Diablo Grande, LP filed for Chapter 11 reorganization bankruptcy, and the assets of the company were sold to World International

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- LLC, in partnership with Laurus Corporation, on October 8, 2008.
- J. World wishes to transfer the obligation of the Conditions of Approval and the requirements of the Mitigation Monitoring Plans to provide adequate emergency communication facilities for the Diablo Grande Specific Plan area to SR 9-1-1.
 - K. SR 9-1-1 provides emergency dispatch services for 22 agencies within the County of Stanislaus and has the capability to provide emergency communication services for the Diablo Grande Specific Plan area and desires to accept the transfer of the World's obligation to provide the facilities, on the terms and conditions stated herein below.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. **World International LLC's Obligations:**

1.1. World will pay SR 9-1-1 the cost of construction and installation of a new emergency communications system, the components of which are shown in Exhibits A and B attached hereto, in the total estimated amount of \$432,737.28 for: (a) construction of the emergency communications system, including one year of maintenance and system support, in the estimated amount of \$426,801.72; and, (b) the cost of installation of three T1 lines in the estimated amount of \$5,935.56. This payment obligation must be made within 30 days after execution of this Agreement and may be made by the Western Hills Water District or through funds provided by the Western Hills Water District.

1.2. World shall pay for all costs to acquire and maintain easements or licenses for the benefit of SR 9-1-1 which may be necessary to secure access in perpetuity for any repeater locations required for the emergency communications system, including at the Western Hills Water District's pump stations 2 and 3. World shall also pay all costs associated with the construction of any emergency communications facilities at any location SR 9-1-1 deems reasonably appropriate to provide service coverage for the Diablo Grande Specific Plan area.

1.3. World shall pay, or shall reimburse, SR 9-1-1, for all utility costs necessary for all communications facilities' locations. This obligation shall include, but not be limited to, costs for electrical, phone and T1 connectivity, and include locations at the Western Hills Water District pump stations 2 and 3 and the golf clubhouse, at the yet to be constructed fire house, and any other location SR 9-1-1 deems appropriate to locate communications facilities to provide service coverage for the Diablo Grande Specific Plan area. If World contracts with or makes any agreement with other persons or entities to pay these costs, World agrees that SR 9-1-1 is an intended third party beneficiary under such agreement and shall identify SR 9-1-1 as a third party beneficiary under that contract or agreement by inserting the following as a clause therein: "All parties agree that the Stanislaus County Consolidated Emergency Dispatch Agency shall be, and is hereby, named as an express intended third-party beneficiary of this contract, with full rights as such."

1.4. Prior to the issuance of the 2,000th building permit, World shall pay all costs associated with the installation of all Phase II improvements, which includes all equipment necessary to provide two additional simulcast channels, similar in scope and scale to the channels identified in Exhibit A, for the emergency communications system.

1.5 Other than the obligations set forth above in Sections 1.1 through 1.4 and Section 3.1 herein World has no additional future or ongoing obligations concerning the Emergency Communications Equipment.

2. SR 9-1-1 Obligations

2.1. SR 9-1-1 shall issue a contract or contracts in accordance with California law for the construction and installation of the new communications system improvements identified in paragraph 1.1 above.

2.2. SR 9-1-1, upon completion of the construction and installation of the new communications system and satisfaction of World's obligations stated herein, shall from that time forward be obligated to operate, maintain and provide two-way emergency communications facilities for the Diablo Grande Specific Plan area, in the manner in which SR 9-1-1 in its sole discretion deems appropriate, and shall pay for all costs to operate, maintain and provide said emergency communications facilities, excepting the costs listed in paragraph 1.2, 1.3, and 1.4, the costs of which shall continue to be the obligation of World and its successors and assigns.

2.3. SR 9-1-1 agrees to relocate any emergency equipment at the clubhouse to the new Fire Station (when constructed), within a reasonable amount of time after completion of the new Fire Station.

3. Joint Obligations of World and SR 9-1-1

3.1. Upon completion of the construction and installation, and successful testing of the new emergency communications system, the Parties shall prepare a list of equipment comprising the new communications system and any additional communication equipment or assets (including leases, easements or licenses). The parties shall then cooperate in the preparation of any and all documents necessary to transfer the ownership of all items listed to SR 9-1-1. This transfer shall be completed within 6 months of the approval by the Parties of the list.

3.2. The parties will continue to work together to find a mutually agreeable mechanism to accrue funds to be used to pay for the costs related to the installation of the Phase 2 improvements.

4. **Indemnity**

World shall defend, indemnify and hold harmless SR 9-1-1 from any and all claims, losses, damages or liability arising out of or relating in any way to this Agreement, except for the willful acts or active negligence of the SR 9-1-1.

SR 9-1-1 shall defend, indemnify and hold harmless World from any and all claims, losses, damages or liability arising out of or relating in any way to this Agreement, except for the willful acts or active negligence of World.

5. **Assignment**

5.1. This Agreement shall not be assigned by World without the prior written consent of the County.

6. **Runs with Land and Recordation**

6.1. This Agreement shall run with the land and is binding on World's heirs, successors and assigns. SR 9-1-1 shall cause this Agreement to be recorded with the County Recorder.

7. **General Terms**

7.1. Notices. Any notices concerning this Agreement shall be mailed as follows to:

SR 9-1-1 Attn: Joel Broumas, Director 3705 Oakdale Road Modesto, CA 95357 Phone: 209-552-3900	World International, LLC Attn: Carmen G. Kearney-Millan, CFO 9501 Morton Davis Dr. Patterson, CA 95363 Phone: (209) 892-4663
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7.2. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.3. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.4. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of

any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.5. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.7. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CONSOLIDATED EMERGENCY
DISPATCH AGENCY

By: Bill Zoslocki
Bill Zoslocki, Chairman

Attest:

By: Kaye Marie Newell
KAYE-MARIE NEWELL,
Clerk of the Consolidated
Emergency Dispatch Agency

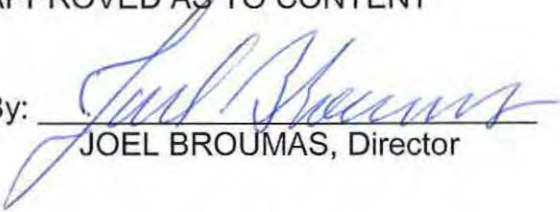
WORLD INTERNATIONAL, LLC

By: Vicente Naves Ramos
Vicente Naves Ramos, President

WORLD INTERNATIONAL, LLC

By: Carmen G. Kearney-Millan
Carmen G. Kearney-Millan
Chief Financial Officer

APPROVED AS TO CONTENT

By: 
JOEL BROUMAS, Director

APPROVED AS TO FORM:

John P. Doering
County Counsel

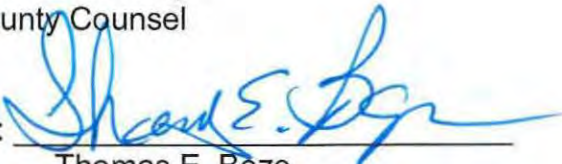
By: 
Thomas E. Boze
Assistant County Counsel

EXHIBIT A

Tait Communications Quotation #: 50-01077 Stanislaus Diablo Grande QS2 Phase I
Expansion v3 rkf2015-04-09.xlsm

~ 7 ~



Tait Communications
15342 Park Row
Houston Texas, 77084
USA

Customer: Stanislaus County
Date Quote issued: April 9, 2015
Date file last saved: April 9, 2015
Days valid from issue date: 45
Currency: USD
Delivery: 12 weeks
Document Type: Firm Quotation
Project Number: 50-01077
Customer: Stanislaus County
Contact Name: Kurt Kline
Regional Sales Manager: Pete Sinclair
System Sales Engineer: RF

Quotation #: 50-01077 Stanislaus Diablo Grande QS2 Phase I Expansion v3 rkt2015-04-09.xlsm

System Description

This is a firm quotation valid for 45 days for a 3 site expansion to Stanislaus County QS2 simulcast system that was purchased several years ago. This VHF (148-174MHz) system was configured with 6 Tx/Rx sites with a total of 2 channels per site (Sheriff 1 and County Fire 1). There were no Rx-Only sites. Base station format is TB8100. Rack system is lab rack. Power supply is AC/DC12aux12. The phase I expansion will include an additional channel (LG2 Roads) at 2 Tx/Rx sites and 2 Rx-Only sites. The original sites haven't been installed yet and only MI Oso (Main Tx/Rx site) and the 911 (Central Voter site) will be installed as part of the expansion.

TBAA03-10	TB8100 Relay Coax Assembly Fit with Single Mounting Bracket	1	381.75	381.75
<i>(Add coax relay to County Fire 1 channel for simplex operation)</i>				
T-L001	Factory test, build to specifications	2	100.00	200.00
<i>(Stanislaus County will upgrade existing Telewave combining equipment to add Sheriff 1 channel)</i>				
GPS Antenna Cable (Antenna to Polyphaser)				
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	1	12.15	12.15
EZ-600-TM	LMR EZ-600 Male TNC connector (Times Microwave)	1	20.10	20.10
LMR-600	LMR-600 cable per foot (Times Microwave)	170	1.92	326.84
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	2	12.15	24.31
921226-001	Cold Shrink Weatherproofing Kit (411476)	2	23.07	46.14
CSGL5-15B4-T	Grounding Kits (1 every 75ft run)	2	33.99	67.97
GPS Antenna Cable (Polyphaser to Equipment)				
DGXZ+06NFNF-A	Polyphaser GPS & Tower Top Protector (414436)	2	103.70	207.41
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	2	12.15	24.31
LMR-600	LMR-600 cable per foot (Times Microwave)	40	1.92	76.90
EZ-600-NF	LMR EZ-600 N Female connector (Times Microwave)	2	17.60	35.20
219-02597-00	CBL RF Lead SMA Ntype T/Orc	2	18.00	36.00
Misc GPS Twr	Misc GPS Tower hardware, hangers, hoist grips, jumpers, polyphaser, etc. per site.	1	291.67	291.67
Harris Mux Equipment (add to existing Harris Mux)				
IX-CM-5R-TD	INTRAPLEX T1 TIME DELAY REDUNDANT COMMON MODULE	1	2,806.45	2,806.45
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
			BB5	11,352.02

Item	Description	Qty		
BB6				
BB6 RF Site 2	MI Oso Tx/Rx Site			
<i>Channel 1 - Sheriff 1 (Tx/Rx) using existing equipment</i>				
<i>Channel 2 - County Fire 1 (Tx/Rx - Simplex) using existing equipment</i>				
<i>Channel 3 - LG 2 Roads (Tx/Rx) replace repeater</i>				
QS2 Simulcast Channel				
TBA40B3-DJ00	TB8100 Reciter 148-174M isol HD26 Ethernet	1	2,502.75	2,502.75
TBA101D	TB8100 HD26 to DB25 Interface Board	1	45.75	45.75
T805-26-1000	TaitNet Remote Site Unit Channel Card	1	609.00	609.00
M-Int-Panel	Intra-, Inter System Connection Panel, Hardware and cables	1	625.00	625.00
<i>(Replace the TB9100 reciter in the the existing LG2 rack with a TB8100 reciter)</i>				
QS2 Simulcast Channel				
TBAA03-10	County Fire 1 TB8100 Relay Coax Assembly Fit with Single Mounting Bracket	1	381.75	381.75
<i>(Add coax relay to County Fire 1 channel for simplex operation)</i>				
T-L001	Factory test, build to specifications	2	100.00	200.00
<i>(Stanislaus County will upgrade existing Telewave combining equipment to add Sheriff 1 channel)</i>				
GPS Antenna Cable (Antenna to Polyphaser)				
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	1	12.15	12.15
EZ-600-TM	LMR EZ-600 Male TNC connector (Times Microwave)	1	20.10	20.10
LMR-600	LMR-600 cable per foot (Times Microwave)	170	1.92	326.84
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	2	12.15	24.31
921226-001	Cold Shrink Weatherproofing Kit (411476)	2	23.07	46.14
CSGL5-15B4-T	Grounding Kits (1 every 75ft run)	2	33.99	67.97
GPS Antenna Cable (Polyphaser to Equipment)				
DGXZ+06NFNF-A	Polyphaser GPS & Tower Top Protector (414436)	2	103.70	207.41
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	2	12.15	24.31
LMR-600	LMR-600 cable per foot (Times Microwave)	40	1.92	76.90
EZ-600-NF	LMR EZ-600 N Female connector (Times Microwave)	2	17.60	35.20
219-02597-00	CBL RF Lead SMA Ntype T/Orc	2	18.00	36.00
Misc GPS Twr	Misc GPS Tower hardware, hangers, hoist grips, jumpers, polyphaser, etc. per site.	1	291.67	291.67



Tait Communications
15342 Park Row
Houston Texas, 77084
USA

Customer: Stanislaus County
Date Quote issued: April 9, 2015
Date file last saved: April 9, 2015
Days valid from issue date: 45
Currency: USD
Delivery: 12 weeks
Document Type: Firm Quotation
Project Number: 50-01077
Customer: Stanislaus County
Contact Name: Kurt Kline
Regional Sales Manager: Pete Sinclair
System Sales Engineer: RF

Quotation #: 50-01077 Stanislaus Diablo Grande QS2 Phase I Expansion v3 rkt2015-04-09.xlsm

System Description

This is a firm quotation valid for 45 days for a 3 site expansion to Stanislaus County QS2 simulcast system that was purchased several years ago. This VHF (148-174MHz) system was configured with 6 Tx/Rx sites with a total of 2 channels per site (Sheriff 1 and County Fire 1). There were no Rx-Only sites. Base station format is TB8100. Rack system is lab rack. Power supply is AC/DC12aux12. The phase I expansion will include an additional channel (LG2 Roads) at 2 Tx/Rx sites and 2 Rx-Only sites. The original sites haven't been installed yet and only Mt Oso (Main Tx/Rx site) and the 911 (Central Voter site) will be installed as part of the expansion.

Harris Mux Equipment (add to existing Harris Mux)

IX-CM-5R-TD	INTRAPLEX T1 TIME DELAY REDUNDANT COMMON MODULE	1	2,806.45	2,806.45
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
Harris Mux Equipment (needed for Monitor Receiver)				
IX-ACS-163-ACC	INTRAPLEX ACS T1 MUX AC RJ48C	1	3,241.94	3,241.94
IX-PSY60AC	Power Supply Y-Series 60W, redundant AC PS for ACS-163-ACC	1	774.19	774.19
IX-SNC-101S	INTRAPLEX SYNCHROCAST3 CNTRL TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
IX-VF-25	4 Channel 4Wire E&M Voice Card (Requires adapter)	1	430.65	430.65
IX-MA-306C	ASSY W/MOD CONN RJ45	1	285.48	285.48
			BB6	22,023.58

BB7

BB7 RF Site 3	Oakdale Tx/Rx Site			
Item	Description	Qty		
	<i>Channel 1 - Sheriff 1 (Tx/Rx) Already have all the required equipment</i>			
	<i>Channel 2 - County Fire 1 (Tx/Rx) Already have all the required equipment</i>			
	<i>Channel 3 - LG 2 Roads (Rx-Only)</i>			
QS2 Simulcast Channel	LG2 Roads (Rx-Only)			
TBA50B3-QJ00	TB8100 Reciter RxOnly 148-174M Isol HD26 Ethernet	1	2,273.25	2,273.25
<i>(Replace the TB9100 reciter in the the existing LG2 rack with a TB8100 reciter)</i>				
T-L001	Factory test, build to specifications	2	100.00	200.00
IX-CM-5R-TD	INTRAPLEX T1 TIME DELAY REDUNDANT COMMON MODULE	1	2,806.45	2,806.45
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
			BB7	9,755.51

BB8

BB8 RF Site 4	Waterford Tx/Rx Site			
Item	Description	Qty		
	<i>No work currently to be done at this site</i>			
			BB8	0.00

BB9

BB9 RF Site 5	Newman Tx/Rx Site			
Item	Description	Qty		
	<i>Channel 1 - Sheriff 1 (Tx/Rx) Already have all the required equipment</i>			
	<i>Channel 2 - County Fire 1 (Tx/Rx) Already have all the required equipment</i>			
	<i>Channel 3 - LG 2 Roads (Rx-Only)</i>			
QS2 Simulcast Channel	LG2 Roads (Rx-Only)			
TBA50B3-QJ00	TB8100 Reciter RxOnly 148-174M Isol HD26 Ethernet	1	2,273.25	2,273.25
T-L001	Factory test, build to specifications	2	100.00	200.00
Harris Mux Equipment (add to existing Harris Mux)				
IX-CM-5R-TD	INTRAPLEX T1 TIME DELAY REDUNDANT COMMON MODULE	1	2,806.45	2,806.45
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
			BB9	9,755.51

BB10

BB10 RF Site 6	Turlock Tx/Rx Site			
Item	Description	Qty		
	<i>Upgrade of Harris Mux Equipment</i>			
Harris Mux Equipment (add to existing Harris Mux)				
IX-CM-5R-TD	INTRAPLEX T1 TIME DELAY REDUNDANT COMMON MODULE	1	2,806.45	2,806.45
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
			BB10	7,282.26

BB11



Tait Communications
15342 Park Row
Houston Texas, 77084
USA

Customer: Stanislaus County

Date Quote issued: April 9, 2015
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Item	Description	Qty		
BB11 RF Site 7	Pump Station 2 Rx-Only Site			
	<i>Channel 1 - Sheriff 1 (Rx-Only)</i>			
	<i>Channel 2 - County Fire 1 (Rx-Only)</i>			
	<i>Channel 3 - LG 2 Roads (Rx-Only)</i>			
Rx-Only Equipment	3-channel Rx-Only Reciter Rack			
BB1145-B33J-0000-J400-10	Anlg 148-174M 3Rx ACDC12aux12 USC	1	7,913.25	7,913.25
T-L001	Factory test, build to specifications	8	100.00	800.00
Site Hardware				
950-00053-04	S66M2-5T-128LR Punch Block Prewired with 12 & 8 wire Jacks	1	106.33	106.33
950-00053-05	MC4 Type 66 Clear Block Cover	1	1.88	1.88
950-00053-06	SA1-100 Bridging Clips 100 per Bag	1	5.08	5.08
Rack01	19IN 7FT Rack, Black (Includes 2 power strips and ground bar)	1	1,080.79	1,080.79
M-Int-Panel	Intra-, Inter System Connection Panel, Hardware and cables	1	625.00	625.00
DST-10	Newmar DC Distribution and breaker panel 10	1	570.32	570.32
PBA-10	Newmar Plug in breaker: 10 amp	5	36.13	180.65
Site Combining Equipment				
13US3161	Expansion Phase I Diablo Grande Pump Station 2	1	2,116.13	2,116.13
Rack01	19IN 7FT Rack, Black (Includes 2 power strips and ground bar)	1	1,080.79	1,080.79
Harris Mux Equipment				
IX-ACS-163-ACC	INTRAPLEX ACS T1 MUX AC RJ48C	1	3,241.94	3,241.94
IX-PSY60AC	Power Supply Y-Series 60W, redundant AC PS for ACS-163-ACC	1	774.19	774.19
IX-VF-25	4 Channel 4Wire E&M Voice Card (Requires adapter)	1	430.65	430.65
IX-MA-306C	ASSY W/MOD CONN RJ45	1	285.48	285.48
			BB11	19,212.46

Item	Description	Qty		
BB12 RF Site 8	Pump Station 3 Rx-Only Site			
	<i>Channel 1 - Sheriff 1 (Rx-Only)</i>			
	<i>Channel 2 - County Fire 1 (Rx-Only)</i>			
	<i>Channel 3 - LG 2 Roads (Rx-Only)</i>			
Rx-Only Equipment	3-channel Rx-Only Reciter Rack			
BB1145-B33J-0000-J400-10	Anlg 148-174M 3Rx ACDC12aux12 USC	1	7,913.25	7,913.25
T-L001	Factory test, build to specifications	8	100.00	800.00
Site Hardware				
950-00053-04	S66M2-5T-128LR Punch Block Prewired with 12 & 8 wire Jacks	1	106.33	106.33
950-00053-05	MC4 Type 66 Clear Block Cover	1	1.88	1.88
950-00053-06	SA1-100 Bridging Clips 100 per Bag	1	5.08	5.08
Rack01	19IN 7FT Rack, Black (Includes 2 power strips and ground bar)	1	1,080.79	1,080.79
M-Int-Panel	Intra-, Inter System Connection Panel, Hardware and cables	1	625.00	625.00
DST-10	Newmar DC Distribution and breaker panel 10	1	570.32	570.32
PBA-10	Newmar Plug in breaker: 10 amp	5	36.13	180.65
Site Combining Equipment				
13US3162	Expansion Phase I Diablo Grande Pump Station 3	1	2,116.13	2,116.13
Rack01	19IN 7FT Rack, Black (Includes 2 power strips and ground bar)	1	1,080.79	1,080.79
Harris Mux Equipment				
IX-ACS-163-ACC	INTRAPLEX ACS T1 MUX AC RJ48C	1	3,241.94	3,241.94
IX-PSY60AC	Power Supply Y-Series 60W, redundant AC PS for ACS-163-ACC	1	774.19	774.19
IX-VF-25	4 Channel 4Wire E&M Voice Card (Requires adapter)	1	430.65	430.65
IX-MA-306C	ASSY W/MOD CONN RJ45	1	285.48	285.48
			BB12	19,212.46



Tait Communications
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Houston Texas, 77084
USA

Customer: Stanislaus County

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Document Type: Firm Quotation

Project Number: 50-01077

Customer: Stanislaus County

Contact Name: Kurt Kline

Regional Sales Manager: Pete Sinclair

System Sales Engineer: RF

Quotation #: 50-01077 Stanislaus Diablo Grande QS2 Phase I Expansion v3 rkt2015-04-09.xlsm

System Description

This is a firm quotation valid for 45 days for a 3 site expansion to Stanislaus County QS2 simulcast system that was purchased several years ago. This VHF (148-174MHz) system was configured with 6 Tx/Rx sites with a total of 2 channels per site (Sheriff 1 and County Fire 1). There were no Rx-Only sites. Base station format is TB8100. Rack system is lab rack. Power supply is AC/DC12aux12. The phase I expansion will include an additional channel (LG2 Roads) at 2 Tx/Rx sites and 2 Rx-Only sites. The original sites haven't been installed yet and only Mt Oso (Main Tx/Rx site) and the 911 (Central Voter site) will be installed as part of the expansion.

BB13

Item	Description	Qty		
BB13 RF Site 9	Club House Tx/Rx Site			
	Channel 1 - Sheriff 1 (Tx/Rx)			
	Channel 2 - County Fire 1 (Tx/Rx - Simplex)			
	Channel 3 - LG 2 Roads (Tx/Rx)			
QS2 Simulcast Channel	TB8100 Repeater for each channel			
TB8135-H2MJ-0000-A400-10	Anlg Bstn/Rptr 440-480M 100W HD26 Eth ACaux12 USJC	3	6,144.00	18,432.00
TBA101D	TB8100 HD26 to DB25 Interface Board	1	45.75	45.75
TBAA03-10	TB8100 Relay Coax Assembly Fit with Single Mounting Bracket	1	381.75	381.75

(Add coax relay to County Fire 1 channel for simplex operation)

QS2 Site Controller Equipment

T805-26-8101	TaitNet Remote Site Unit Simulcast 1 Channel GPS Black	1	1,677.00	1,677.00
T805-26-8201	TaitNet Remote Site Unit Simulcast 2 Channels GPS Black	1	2,314.50	2,314.50
T-L001	Factory test, build to specifications	10	100.00	1,000.00

Frequency Reference

SecureSync 113,00,00,00,00,00,00	Spectracom Master Oscillator with 1 x 10MHz & 1 x 1PPS output AC/12VDC	1	5,370.97	5,370.97
Model 8230	Spectracom GPS Antenna	1	284.52	284.52
Model 8226	Spectracom Antenna Line Surge Suppressor	1	290.32	290.32
950-00031-00	LDCBS1X2-N, GPS Antenna Splitter	1	333.33	333.33
950-00031-01	MLA20RPDC-N, GPS Line Amplifier	1	466.67	466.67
T991-09-0001	19" 1RU Black Duplexer Mounting Tray (Fits 2 Notch Duplexers)	1	105.00	105.00
Misc-32	Miscellaneous hardware, consumables	1	483.33	483.33

Site Hardware

TMAA02-01	Standard Microphone	1	41.25	41.25
Rack01	19IN 7FT Rack, Black (Includes 2 power strips and ground bar)	1	1,080.79	1,080.79
M-Inl-Panel	Intra-, Inter System Connection Panel, Hardware and cables	1	625.00	625.00

GPS Antenna Cable (Antenna to Polyphaser)

EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	1	12.15	12.15
EZ-600-TM	LMR EZ-600 Male TNC connector (Times Microwave)	1	20.10	20.10
LMR-600	LMR-600 cable per foot (Times Microwave)	170	1.92	326.84
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	2	12.15	24.31
921226-001	Cold Shrink Weatherproofing Kit (411476)	2	23.07	46.14
CSGL5-15B4-T	Grounding Kits (1 every 75ft run)	2	33.99	67.97

GPS Antenna Cable (Polyphaser to Equipment)

DGXZ+06NFNF-A	Polyphaser GPS & Tower Top Protector (414436)	2	103.70	207.41
EZ-600-NMH-D	LMR EZ-600 N Male connector (Times Microwave)	2	12.15	24.31
LMR-600	LMR-600 cable per foot (Times Microwave)	40	1.92	76.90
EZ-600-NF	LMR EZ-600 N Female connector (Times Microwave)	2	17.60	35.20
219-02597-00	CBL RF Lead SMA Ntype T/Orc	2	18.00	36.00
Misc GPS Twr	Misc GPS Tower hardware, hangers, hoist grips, jumpers, polyphaser, etc. per site.	1	291.67	291.67

Site Combining Equipment

13US3160	Expansion Phase I Diablo Grande Club House	1	5,503.23	5,503.23
Rack01	19IN 7FT Rack, Black (Includes 2 power strips and ground bar)	1	1,080.79	1,080.79

Harris Mux Equipment

IX-DCS-9560TD-ACC	TIME DELAY T1 DCSSRRV AC RJ48C	1	7,287.10	7,287.10
IX-PSY60AC	Power Supply Y-Series 60W, redundant AC PS for ACS-163-ACC	1	774.19	774.19
IX-DCSMAP	INTRAPLEX PROGRAM MAP FOR 1 DCS SERVER	1	645.16	645.16
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48



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Project Number: 50-01077
Customer: Stanislaus County
Contact Name: Kurt Kline
Regional Sales Manager: Pete Sinclair
System Sales Engineer: RF

Quotation #: 50-01077 Stanislaus Diablo Grande QS2 Phase I Expansion v3 rkt2015-04-08.xlsm

System Description

This is a firm quotation valid for 45 days for a 3 site expansion to Stanislaus County QS2 simulcast system that was purchased several years ago. This VHF (148-174MHz) system was configured with 6 Tx/Rx sites with a total of 2 channels per site (Sheriff 1 and County Fire 1). There were no Rx-Only sites. Base station format is TB8100. Rack system is lab rack. Power supply is AC/DC12aux12. The phase I expansion will include an additional channel (LG2 Roads) at 2 Tx/Rx sites and 2 Rx-Only sites. The original sites haven't been installed yet and only Mt Oso (Main Tx/Rx site) and the 911 (Central Voter site) will be installed as part of the expansion.

IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
IX-VF-25	4 Channel 4Wire E&M Voice Card (Requires adapter)	1	430.65	430.65
IX-MA-306C	ASSY W/MOD CONN R.J45	1	285.48	285.48
			BB13	54,583.59

BB38				
BB38 Freight				
Item	Description	Qty		
Misc-06	Estimated Freight Charges (See Note Terms and Conditions)	1	3,500.00	3,500.00
			BB38	3,500.00

BB39A				
BB39A System Support and Maintenance				
Item	Description	Qty		
QS2-Support-Tait-Year 1	Service Advantage Agreement Year-1 - per year	1	9,554.16	9,554.16
			BB39A subtotal	9,554.16

BB39B				
System Installation Services				
Item	Description	Qty		
Site Installations				
L-012-Ext	Infrastructure Installation	1	34,023.14	34,023.14
			BB39B subtotal	34,023.14

BB40				
BB40 Project works and services				
M-QS2-SYS	QS2 Custom Documentation and Manuals (2 copies)			3,000.00
L-004	System Design Engineering			61,600.00
L-CAT	System staging per day at on-site location			14,000.00
L-005	System Commissioning			12,600.00
L-FSAT	Final System Acceptance Testing			12,600.00
L-PM	Project Management			46,285.71
L-T&L	Total T&L Expenses			8,625.00
			BB40 TTL	158,710.71

Building Block Summary

BB1 Control Site 911 Building	BB1 Total:	4,894.10
BB2 Control Site 911 Building	BB2 Total:	4,894.10
BB3 Control Site 911 Building	BB3 Total:	23,731.70
BB4 Control Site 911 Building	BB4 Total:	18,658.06
BB5 RF Site 1	BB5 Total:	11,352.02
BB6 RF Site 2	BB6 Total:	22,023.58
BB7 RF Site 3	BB7 Total:	9,755.51
BB9 RF Site 5	BB9 Total:	9,755.51
BB10 RF Site 6	BB10 Total:	7,282.26
BB11 RF Site 7	BB11 Total:	19,212.46
BB12 RF Site 8	BB12 Total:	19,212.46
BB13 RF Site 9	BB13 Total:	54,583.59
BB38 Freight	BB38 Total:	3,500.00
BB39A System Support and Maintenance	BB39A Total:	9,554.16
System Installation Services	BB39B Total:	34,023.14
BB40 Project works and services	BB40 Total:	158,710.71

Sub-Total USD 411,143.37

Sales Tax on Equipment 7.625% 15,658.35

GRAND TOTAL 426,801.72

Stated delivery is an estimate only and subject to confirmation following receipt of order.

Tait's standard terms and conditions of sale apply. A copy is available upon request. Tait reserves the right to amend the quotation in the event of typographical or mathematical error, or in case of new information, specifications or requirements.

Following standard payment terms apply: 30% invoiced on execution of the contractual agreement, 50% immediately upon shipment of equipment; 10% upon commissioning of Equipment or thirty (30) days after shipment whichever occurs sooner; 10% upon Final System Acceptance or sixty (60) days after shipment whichever occurs sooner.

No Taxes or other local fees are included in the pricing shown and will be charged as per the applicable rates

Tait banking details for payment by electronic transfer of funds: HSBC Bank USA 021001088

Delivery EXW Tait Office Houston, Texas, USA.

Tait assumes suitable frequencies will be available for the system. No Frequency analysis has been done by Tait for this system.

Support Agreement pricing presented in this quote is based upon this unique list of hardware and software. The Support Agreement pricing for the final system to be purchased will be calculated per the final agreed hardware and software list mutually agreed upon by TAIT and the customer.

The existing 4.9 GHz link from Modesto to the 911 Centre needs to be upgraded to a T1 link. Stanislaus County is to provide a T1 landline link as an interim measure until they install an Exalt T1 microwave link to replace the 4.9 GHz link. Similarly, the Oakdale and Newman links require a T1 landline link as an interim measure until they install an Exalt Microwave link. Stanislaus County is also required to provide 1 T1 link from the 911 Centre to the Club House and then from the Club House to Pump Station 2 and Pump Station 3 to replace the current 4 wire telephone lines.



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Document Type: Firm Quotation

Project Number: 50-01077

Customer: Stanislaus County

Contact Name: Kurt Kline

Regional Sales Manager: Pete Sinclair

System Sales Engineer: RF

Quotation #: **50-01077 Stanislaus Diablo Grande QS2 Phase I Expansion v3 rkt2015-04-09.xlsm**

System Description

This is a firm quotation valid for 45 days for a 3 site expansion to Stanislaus County QS2 simulcast system that was purchased several years ago. This VHF (148-174MHz) system was configured with 6 Tx/Rx sites with a total of 2 channels per site (Sheriff 1 and County Fire 1). There were no Rx-Only sites. Base station format is TB8100. Rack system is lab rack. Power supply is AC/DC12aux12. The phase I expansion will include an additional channel (LG2 Roads) at 2 Tx/Rx sites and 2 Rx-Only sites. The original sites haven't been installed yet and only Mt Oso (Main Tx/Rx site) and the 911 (Central Voter site) will be installed as part of the expansion.

This equipment list was reviewed and approved by Stanislaus in November 2013 and is based on adding equipment to an existing system. Should any existing equipment differ from the assumptions made this equipment will need to be purchased separately.

EXHIBIT B

AT&T T1 Line Quote
Frontier T1 Line Quote



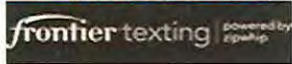
A location	Z location	Service	Monthly	Install	3 Year Monthly	Install	5 Year Monthly	Install
3705 Oakdale Road, Modesto	9521 Morton Davis Drive	PTP-T1	\$578.12 (2)	\$2,290.78	\$559.45	\$1,390.78	\$537.43	\$1,390.78
9521 Morton Davis Drive	5301 Diablo Grande Parkway (Pump #2)	PTP-T1	\$252.74 (1)	\$2,068.78	\$252.74 (1)	\$2,068.78	\$252.74 (1)	\$2,068.78
9521 Morton Davis Drive	5301 Diablo Grande Parkway (Pump #3)	PTP-T1	\$252.74 (1)	\$2,068.78	\$252.74 (1)	\$2,068.78	\$252.74 (1)	\$2,068.78
			\$1,083.60	\$6,428.34	\$1,064.93	\$5,528.34	\$1,042.91	\$5,528.34
(1) No term pricing on local PTPs								
(2) 48 month payback on monthly charge and increased install charge by going month to month on Modesto to Morton Davis Drive T1								

PC-64

Please give me a call and I will explain the pricing and my notes.

Thanks, Mike

Michael Hogan
 Enterprise Account Manager – California
 Frontier Communications
 9260 East Stockton Blvd
 Elk Grove, CA 95624
[916-691-5844](tel:916-691-5844) (O) [916-595-3030](tel:916-595-3030) (C)
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Quotation #: 50-01077 Stanislaus Diablo Grande QS2 Phase I Expansion v3 rkt2015-04-09.xlsm

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System Building Blocks

BB1

BB1 Control Site 911 Building

Item	Description	Qty		
QS2 Controller Equipment				
T805-22-0000	TaitNet Audio Signal Processor Simulcast Card	3	638.25	1,914.75
QS2 Voter Equipment				
JPS SVM-2	JPS Site Voter Module (IPN-950-00070-00)	3	926.45	2,779.35
Site Hardware				
T-L001	Factory test, build to specifications	2	100.00	200.00
			BB1	4,894.10

BB2

BB2 Control Site 911 Building

Item	Description	Qty		
QS2 Controller Equipment				
T805-22-0000	TaitNet Audio Signal Processor Simulcast Card	3	638.25	1,914.75
QS2 Voter Equipment				
JPS SVM-2	JPS Site Voter Module (IPN-950-00070-00)	3	926.45	2,779.35
Site Hardware				
T-L001	Factory test, build to specifications	2	100.00	200.00
			BB2	4,894.10

BB3

BB3 Control Site 911 Building

Item	Description	Qty		
QS2 Controller Equipment				
T805-24-8000	TaitNet Audio Signal Processor Simulcast Subrack Black	1	2,057.25	2,057.25
T805-22-0000	TaitNet Audio Signal Processor Simulcast Card	10	638.25	6,382.50
T809-10-97C2	T800 PSU 30A 100-240V AC 2U Black Dual with Diode Combining	1	1,420.50	1,420.50
QS2 Voter Equipment				
JPS SNV-12	JPS SNV-12 Voter (IPN-950-00069-00)	1	5,161.29	5,161.29
JPS SVM-2	JPS Site Voter Module (IPN-950-00070-00)	7	926.45	6,485.16
Site Hardware				
M-Int-Panel	Intra-, Inter System Connection Panel, Hardware and cables	1	625.00	625.00
T-L001	Factory test, build to specifications	16	100.00	1,600.00
			BB3	23,731.70

BB4

BB4 Control Site 911 Building

Item	Description	Qty		
Upgrade of Harris Mux Equipment to include Synchrocast and new Sites to 911 Centre				
IX-SNC-101S	INTRAPLEX SYNCHROCAST3 CNTRL TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
IX-VF-25	4 Channel 4Wire E&M Voice Card (Requires adapter)	6	430.65	2,583.87
IX-MA-306C	ASSY W/MOD CONN RJ45	6	285.48	1,712.90
Harris Mux Equipment needed to include Synchrocast for Monitor Receiver back to 911 Centre				
IX-ACS-163TD-ACC	INTRAPLEX ACS T1 TIME DELAY MUX RJ8C AC	1	3,919.35	3,919.35
IX-PSY60AC	Power Supply Y-Series 60W, redundant AC PS for ACS-163-ACC	1	774.19	774.19
IX-SNC-101T	INTRAPLEX SYNCHROCAST3 TX TIMING MOD	1	4,185.48	4,185.48
IX-MA-480	INTRAPLEX SYNCHROCAST3 MOD ADAPTER	1	290.32	290.32
IX-VF-25	4 Channel 4Wire E&M Voice Card (Requires adapter)	1	430.65	430.65
IX-MA-306C	ASSY W/MOD CONN RJ45	1	285.48	285.48
			BB4	18,658.06

BB5

BB5 RF Site 1

Item	Description	Qty		
	Modesto Tx/Rx Site			
	<i>Channel 1 - Sheriff 1 (Tx/Rx) using existing equipment</i>			
	<i>Channel 2 - County Fire 1 (Tx/Rx - Simplex) using existing equipment</i>			
	<i>Channel 3 - LG 2 Roads (Rx-Only)</i>			
QS2 Simulcast Channel	LG2 Roads (Rx-Only)			
TBA50B3-0J00	TB8100 Reciter RxOnly 148-174M Isol HD26 Ethernet	1	2,273.25	2,273.25
TBA101D	TB8100 HD26 to DB25 Interface Board	1	45.75	45.75

(Replace the TB9100 reciter in the the existing LG2 rack with a TB8100 Rx-Only reciter)

QS2 Simulcast Channel County Fire 1



Commission Board
Bill Zoslocki, President
Bill O'Brien, Vice President
Jim Holgersson, Modesto City Manager
Stan Risen, Stanislaus County C.E.O.
Ed Katen, Mayor, City of Newman
Adam Christianson, Sheriff, Stanislaus County
Sean Slamon, Fire Chief, City of Modesto
3705 Oakdale Rd.
Modesto, CA 95357
Phone: 209.552.3900 Fax: 209.552.3950

CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION MINUTES

August 19, 2015

REGULAR MEETING

1:00 p.m.

City-County Administration Building
1010 10th Street, Board Chambers
Modesto, CA 95354

Commission Members Present: President, Bill Zoslocki; Vice-President Bill O'Brien; Stanislaus County C.E.O., Stan Risen; Chief of Police for City of Newman, Randy Richardson (alternate for Mayor Ed Katen); Dale Skiles (alternate for Sheriff Christianson); Fire Chief for City of Modesto, Sean Slamon

Absent: Modesto City Manager, Jim Holgersson, Stanislaus County Sheriff, Adam Christianson, City of Newman Mayor, Ed Katen

- I. Open and Welcome
- II. Pledge of Allegiance to the Flag
- III. Public Comment Period
There were no public comments
- IV. Consent Calendar
 - A. O'Brien/Skiles unan.
 - * **1. Approved Minutes from July 22, 2015**
 - * **2. Approved Minutes from Joint Special Meeting of the Consolidated Emergency Dispatch Agency Commission and the Dispatch Advisory Board from July 22, 2015**
- V. Agenda Items
 - B. Miscellaneous
 1. Skiles/O'Brien (5-1) (Zoslocki opposed) **Approved Diablo Grande Emergency Communications Facilities Financing Agreement**
 2. Risen/Slamon unan. Continued to the October 2015 meeting, referring it to the City Manager's Group first to have an opportunity to review the **Recommended Changes Prescribed by the Governance/Cost Allocation Subcommittee in Response to the Matrix Report Recommendations on Governance.**
City of Modesto, Deputy City Manager Joe Lopez reviewed the recommendation along with a Power Point presentation. There were additional comments from City of Modesto Chief of Police, Galen Carroll; City of Waterford City Manager, Tim Ogden; and City of Hughson City Manager,

Raul Mendez, C.E.O. Risen spoke to clarify the relationship between the Commission and the cities is based on collaboration. He reminded that the costs involved are not controlled by the Sheriff; these are pass-through costs that go through the Sheriff's department budget and then bill directly to the cities.

Adjournment at 1:44 p.m.

ATTESTED: Kaye-Marie Newell, Consolidated Emergency Dispatch Agency Commission Clerk. The above is a summary of the minutes of the governing Board of the Consolidated Emergency Dispatch Agency Commission. Complete audio minutes are available from the Stanislaus Regional 9-1-1 Administrative office.

Draft

ADDENDUM

to

DIABLO GRANDE SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT

for

DIABLO GRANDE SPECIFIC PLAN
AMENDMENT 2016

for adoption by the

Stanislaus County Board of Supervisors

September 28, 2016

INTRODUCTION

On December 7, 1999, the County of Stanislaus certified the Diablo Grande Specific Plan EIR, as supplemented by the Water Resources Plan SEIR, for Phase I of the Diablo Grande development (“Phase I” or “Diablo Grande project”), defined as the Phase 1 Preliminary Development Plan Area and the Entry Area. The Diablo Grande Specific Plan EIR (“DGSPEIR”) and the Water Resources Plan SEIR (“WRPSEIR”) analyzed the environmental impacts associated with the development of the Diablo Grande project. In May, 2004, an Addendum to the WRPSEIR was prepared in connection with certain changes to the manner in which water for Phase I is being provided. All references herein to the WRPSEIR shall refer to the WRPSEIR and the 2004 Addendum, unless otherwise stated. The purpose of this Addendum is to provide additional information relating to changes in the manner in which Phase I is being developed. In short, Diablo Grande proposes an amendment to the Phase I Preliminary Development Plan (the “Phase I PDP”), described below, to 1) reflect current conditions at the site including: i) the Legends Golf Course closure, ii) modifications to the emergency communication system, and iii) the construction of the sewer line to the City of Patterson; and, 2) to revise the Preliminary Development Plan Land Use designations to provide a broader range of residential unit and lot sizes and types, increase development density, and utilize the 15% unit shift between villages allowed by the Specific Plan. Consistent with the adopted EIR and Specific Plan, residential development after the amendment is projected at 2,354 units. This falls within the adopted EIR range of 1,870 to 2,530 units for Village 1 (Page III-13) (See Diablo Grande 2016 Specific Plan Amendment Overview.) Diablo Grande further proposes to amend the Specific Plan to allow for minor modifications to the Phase I PDP land plan, circulation plan and design standards.¹ The Phase I PDP will also be expanded to include the Entry Area, which has always been shown for development as part of the approved Phase I development, but carried with it its own title. From this point forward, the Phase I PDP will include the development proposed within both Oak Flat Village and the Entry Area, as shown on the maps attached to Chapter 7.0 of the Diablo Grande Specific Plan. The entire Phase I PDP will be served by water acquired by the Western Hills Water District (“WHWD”) from the Kern County Water Agency (“KCWA”) consistent with all previous project approvals. This addendum has been prepared to satisfy the requirements of subdivision (e) of section 15164 of the CEQA Guidelines for “[a] brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162.”

EXISTING DIABLO GRANDE APPROVALS

¹ Although no amendment to the Specific Plan is required to allow for the additional units proposed, the Specific Plan will be modified to reflect the density transfer to ensure consistency between the Phase I PDP and the Specific Plan.

The Diablo Grande Specific Plan ("Specific Plan") was first approved and DGSPEIR was certified by the County in 1993. These documents envisioned a project of 5,000 dwelling units, and ancillary uses on an approximately 30,000 acre site. Program level environmental review was done on the whole of the project, while project specific environmental review was performed on the Phase I PDP area, which included approximately 2,055 residential units on 2,300 acres [See DGSPEIR Figures III.D-5 (2,000 units), Figure III.D-6 (2,000 acres), and Table III.D-E (2,020 units), and Figure III.D-7 (35 additional Entry Area units on 300 acres)]. 2,200 dwellings units were projected for the Oak Flat Village (Table III.D-c) with a permissible 15% increase or decrease as identified in the DGSPEIR which provided for a dwelling unit range of 1,870 and 2,520 (Page III-13). The Phase I PDP is located within the Oak Flat Village. Table III.D-C of the DGSPEIR also provided for up to 100 estate lots in conservation areas surrounding the villages proposed for development, without description as to how many could encircle each village. The Specific Plan provided that there could be up to a 15% density transfer between each of the proposed five villages without requiring a specific plan amendment and the DGSPEIR analyzed the impacts associated with the project as defined in the Specific Plan. Accordingly, under the Specific Plan approved in 1999, Phase I area could include the development of up to 2,358 residential units.² The Specific Plan further recognized that market conditions, more detailed topographic maps, and completion of more detailed studies could also result in changes to the mix and location of dwelling units within each phase of development and allowed for such revisions provided that the 15% density transfer was not exceeded [See Diablo Grande Specific Plan at Page 33]. The Specific Plan and the DGSPEIR concluded that the provision of this internal flexibility would not significantly alter the potential impacts of the project [See Diablo Grande Specific Plan at Page 33]. On December 7, 1999, the County adopted the Specific Plan and certified the DGSPEIR for Phase I of the Diablo Grande Project and approved the Phase I PDP.

To date, the Diablo Grande Specific Plan has been amended four (4) times. Amendments have (1) clarified the water source, (2) permitted Diablo Grande to participate with the City of Patterson in a Regional Sewer Treatment system, (3) added some additional lot development categories, and (4) modified the Town Center/Hotel/Conference Center site configuration. Throughout these amendments, the Phase I PDP has been modified, and the number of lots proposed for development within Phase I has changed. The current approved Phase I PDP provides for 2,038 dwelling units within the Phase I PDP, and up to an additional 35 in the Entry Area.

² The DGSPEIR Table III.D-E provided for a Phase I total dwelling unit count of 2,020 units which could be subject to the 15% density transfer. This would allow an increase in units to up to 2,323. The 35 Entry Area lots are separate, and when combined together with the 2,323 units, up to 2,358 units can be constructed within the Phase I PDP area without the need for a Specific Plan Amendment.

DESCRIPTION OF CHANGES TO THE PHASE I PDP

As permissible under the Specific Plan, the Phase I PDP will be amended to 1) reflect current conditions at the site including: i) the Legends Golf Course closure, ii) modifications to the emergency communication system, and iii) the construction of the sewer line to the City of Patterson; and, 2) to revise the Preliminary Development Plan Land Use designations to provide a broader range of residential unit and lot sizes and types, increase development density, and utilize the 15% unit shift between villages allowed by the Specific Plan. Consistent with the adopted EIR and Specific Plan, residential development after the amendment is projected at 2,354 units. This falls within the adopted EIR range of 1,870 to 2,530 units for Village 1 (Page III-13) (See Diablo Grande 2016 Specific Plan Amendment Overview.) Diablo Grande further proposes to amend the Specific Plan to allow for minor modifications to the Phase I PDP land plan, circulation plan and design standards.

Although the Specific Plan does not need to be amended to allow for this increase in units, the Specific Plan will be modified to include an updated dwelling unit count to document the density transfer and ensure consistency between the Specific Plan and other project approvals. While the development of the Phase I PDP may not result in all 2,354 dwelling units being constructed at full buildout, this change will allow up to the full amount analyzed in the DGSPEIR. Any units constructed in the Entry Area will count against the total permissible unit count for the Phase I PDP of 2,354 units.

Additionally, as contemplated in the approved Specific Plan, the proposed land plan calls for a change in the density and mixture of housing types provided within the project area. The currently approved Phase I PDP provides for a mixture of 1,111 detached single-family units on 5,000, 8,000, 10,000, 20,000, and 40,000 square foot plus lots, and 927 small lot, attached or multiple family units. The new land use plan provides for 2,174 detached single-family units on 4,000, 5,000, 6,000, 8,000, 10,000, 20,000 and 40,000 square foot plus lots, and 180 small lot detached or attached single-family or condo type units. To allow for the creation of additional smaller detached single-family lot product, the Specific Plan's Medium Density designation will be amended to allow for single-family detached units on 2,800 square foot lots.

Additionally, the Specific Plan will be amended to allow: (1) minor modifications to lot development standards (setbacks, lot widths, etc.); (2) minor revisions to the Hotel Conference/Town Center (now referred to as the Resort Commercial Center), to maintain its size and function, but to slightly relocate it in better proximity to the existing golf clubhouse and community core; (3) an increase in parks, open space and trails; and (4) minor modifications to the circulation plan. The amendments are referred to collectively as "SPA5." The proposed amendments and technical clarifications are all highlighted in the Specific Plan submitted to the County, and are available for review.

PURPOSE OF THE ADDENDUM

This Addendum has been prepared, consistent with the requirements of the California Environmental Quality Act (“CEQA”) found in Public Resources Code section 21000 et seq, and its implementing guidelines found in Title 14 California Code of Regulations, section 15000 et seq. (“CEQA Guidelines”). The Addendum addresses SPA5 and documents the County’s assessment of whether the circumstances requiring a subsequent or supplemental EIR under CEQA section 21166 or CEQA Guidelines section 15162 have been triggered. As discussed below, the County concludes that a subsequent or supplemental EIR is not required in connection with the County’s actions with respect to SPA5.

Section 21166/Guidelines Section 15162 Analysis

The Addendum must address whether any of the conditions set forth in Public Resources Code section 21166, and its implementing guideline, section 15162 of the CEQA Guidelines, are met. Thus, in this analysis, this Addendum first identifies what inquiry these sections require, and then directly answers this inquiry.

- A. **The Question: Section 21166 and Section 15162 require that the County answer the question of whether SPA5 will result in new or substantially more severe significant environmental effects which were not identified in the prior DGSPEIR or the WRPSEIR.**

Public Resources Code section 21166 provides as follows:

“When an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occurs:

“ (a) Substantial changes are proposed in the project which will require major revisions of the environmental impact report.

“ (b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report.

“ (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.”

Subdivisions (a) and (b) of section 21166 require inquiry into whether the amendments proposed with SPA5 result in a “substantial change . . . which will require major revisions of the environmental impact report.” This question has two sub-parts: First, is this a substantial change in the project requiring a major revision of the DGSPEIR or the WRPSEIR, pursuant to subdivision (a) of section 21166? Second, is this a substantial change with respect to the circumstances under which this project is being undertaken, pursuant to subdivision (b) of section 21166? Both questions will be addressed concurrently herein.

CEQA Guidelines section 15162 provides additional guidance interpreting section 21166 and explaining how the County should go about asking and answering these questions. For example, with respect to the question of whether there are “substantial changes” in the project, subdivision (a)(1) provides that a subsequent or supplemental EIR is required if:

“Substantial changes are proposed in the project which will require major revisions of the previous EIR . . . *due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*” (Emphasis added.)

Likewise, with respect to whether there are “substantial changes with respect to the circumstances under which the project is being undertaken,” subdivision (a)(2) similarly provides that a subsequent or supplemental EIR is required if:

“Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revision of the previous EIR . . . *due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*” (Emphasis added.)

Thus, the question which this Addendum must answer is whether the amendments proposed in SPA5 will result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects which would require major revisions to the DGSPEIR or the WRPSEIR.

In addition, the County must also consider, pursuant to CEQA section 21166, the question of whether new information has become available which was not known and could not have been known at the time of certification of the project EIRs which shows any of the following:

“(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

“ (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

“ (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

“ (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

CEQA Guidelines section 15162(a)(3).

B. The Answer: No, the amendments proposed with SPA5 will NOT result in any new significant environmental effect or a substantial increase in the severity of previously identified significant effects, not already disclosed in the DGSPEIR or the WRPSEIR, nor is there any new information which will require the preparation of a subsequent or supplemental EIR.

For the reasons stated herein, the County independently determines that the amendments proposed with SPA5 will not result in any new or any increased environmental effects not already disclosed in the DGSPEIR or the WRPSEIR, nor is there any new information which will require the preparation of a subsequent or supplemental EIR.

With respect to the first question, the County finds that the amendments proposed with SPA5 will result in not result in substantial changes to the approved Project which would have significant environmental effects at the Diablo Grande project site other than those previously considered in the DGSPEIR and the WRPSEIR. With respect to the second question, the County finds that the amendments proposed with SPA5 will not result substantial changes to the circumstances under which the Project is undertaken which require significant revisions to the certified DGSPEIR or WRPSEIR. In addition, the County finds that no new information not known when the previous EIRs were certified has been identified which shows that the amendments proposed with SPA5 will have one or more significant effects not discussed in the DGSPEIR or WRPSEIR; or significant effects previously examined will be substantially more severe than shown in the DGSPEIR or WRPSEIR; mitigation measures or alternatives previously found to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the Phase I PDP project; or mitigation measures or alternatives which are

considerably different from those analyzed in the DGSPEIR or WRPSEIR would substantially reduce one or more significant effects of the Phase I PDP project.

However, the County finds that the proposed amendment requires minor and technical modifications to the DGSPEIR and therefore has prepared an addendum entitled "“SPECIFIC DISCUSSION OF POTENTIAL IMPACTS ASSOCIATED WITH THE AMENDMENTS PROPOSED WITH SPA5.”"

Attached hereto as an Appendix is the detailed environmental analysis supporting the County’s findings. For the reasons set forth above and in the Appendix, the County of Stanislaus finds that none of the circumstances set forth in Public Resources Code section 21166, as codified in CEQA Guidelines section 15162, requiring preparation of a subsequent or supplemental EIR, have been triggered.

APPENDIX

SPECIFIC DISCUSSION OF POTENTIAL IMPACTS ASSOCIATED WITH THE AMENDMENTS PROPOSED WITH SPA5

On December 7, 1999, the County of Stanislaus certified the Diablo Grande Specific Plan EIR, as supplemented by the Water Resources Plan SEIR, for Phase I of the Diablo Grande development (“Phase I” or "Diablo Grande project"), including the Phase I Preliminary Development Plan area and the Entry Area. The Diablo Grande Specific Plan EIR (“DGSPEIR”) and the Water Resources Plan SEIR (“WRPSEIR”) analyzed the environmental impacts associated with the development of the Diablo Grande project. In May, 2004, an Addendum to the WRPSEIR was prepared in connection with certain changes to the manner in which water for Phase I is being provided. All references herein to the WRPSEIR shall refer to the WRPSEIR and the 2004 Addendum, unless otherwise stated. The purpose of this Addendum is to provide additional information relating to changes in the manner in which Phase I is being developed. In short, Diablo Grande proposes an amendment to the Phase I Preliminary Development Plan (the “Phase I PDP”), described below, to 1) reflect current conditions at the site including: i) the Legends Golf Course closure, ii) modifications to the emergency communication system, and iii) the construction of the sewer line to the City of Patterson; and, 2) to revise the Preliminary Development Plan Land Use designations to provide a broader range of residential unit and lot sizes and types, increase development density, and utilize the 15% unit shift between villages allowed by the Specific Plan. Consistent with the adopted EIR and Specific Plan, residential development after the amendment is projected at 2,354 units. This falls within the adopted EIR range of 1,870 to 2,530 units for Village 1 (Page III-13) (See Diablo Grande 2016 Specific Plan Amendment Overview.) Diablo Grande further proposes to amend the Specific Plan to allow for minor modifications to the Phase I PDP land plan, circulation plan

and design standards.³ The Phase I PDP will also include the Entry Area, which has always been shown for development as part of the approved Phase I development, but carried with it its own title. From this point forward, the Phase I PDP will include the development proposed within both Oak Flat Village and the Entry Area, as shown on the maps attached to Chapter 7.0 of the Diablo Grande Specific Plan. The entire Phase I PDP will be served by water acquired by the Western Hills Water District (“WHWD”) from the Kern County Water Agency (“KCWA”) consistent with all previous project approvals. This addendum has been prepared to satisfy the requirements of subdivision (e) of section 15164 of the CEQA Guidelines for “[a] brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162.”

The Diablo Grande Specific Plan ("Specific Plan") was first approved and DGSPEIR was certified by the County in 1993. These documents envisioned a project of 5,000 dwelling units, and ancillary uses on an approximately 30,000 acre site. Program level environmental review was done on the whole of the project, while project specific environmental review was performed on the Phase I PDP area, which included approximately 2,055 residential units and other amenities on 2,300 acres [See DGSPEIR Figures III.D-5 (2,000 units), Figure III.D-6 (2,000 acres), and Table III.D-E (2,020 units), and Figure III.D-7 (35 additional Entry Area units)]. 2,200 dwellings units were projected for the Oak Flat Village, within which the Phase I PDP is located (Table III.D-C). Table III.D-C of the DGSPEIR also provided for up to 100 estate lots in conservation areas surrounding the villages proposed for development, without description as to how many could encircle each village. The Specific Plan (Page 33) and DGSPEIR (Page III-13) provided that there could be up to a 15% density transfer between each of the proposed five villages without requiring a specific plan amendment. Accordingly, under the Specific Plan approved in 1999, the Phase I area could include the development of up to 2,358 residential units.⁴ The Specific Plan further recognized that market conditions, more detailed topographic maps, and completion of more detailed studies could also result in changes to the mix and location of dwelling units within each phase of development and allowed for such revisions provided that the 15% density transfer was not exceeded [See Specific Plan at 33]. The Specific Plan and the DGSPEIR concluded that provision of this internal flexibility would not significantly alter the potential impacts of the project [See Specific Plan at 33]. On December 7, 1999, the County adopted the Specific Plan and certified the DGSPEIR for Phase I of the Diablo Grande Project and approve the Phase I PDP.

³ Although no amendment to the Specific Plan is required to allow for the additional units proposed, the Specific Plan will be modified to reflect the density transfer to ensure consistency between the Phase I PDP and the Specific Plan.

⁴ The DGSPEIR Table III.D-E provided for a Phase I total dwelling unit count of 2,020 units which could be subject to the 15% density transfer. This would allow an increase in units to up to 2,323. The 35 Entry Area lots are separate, and when combined together with the 2,323 units, up to 2,358 units can be constructed within the Phase I PDP area without the need for a Specific Plan Amendment.

To date, the Diablo Grande Specific Plan has been amended four (4) times. Amendments have (1) clarified the water source, (2) permitted Diablo Grande to participate with the City of Patterson in a Regional Sewer Treatment system, (3) added some additional lot development categories, and (4) modified the Town Center/Hotel/Conference Center site configuration. Throughout these amendments, the Phase I PDP has been modified, and the number of lots proposed for development within Phase I has changed. The current approved Phase I PDP provides for 2,038 dwelling units within the Phase I PDP, and up to an additional 35 in the Entry Area.

DESCRIPTION OF CHANGES TO THE PHASE I PDP

As anticipated in the Specific Plan and considered in the DGSPEIR, market conditions necessitate a change in the land use mix and unit count within the Phase I PDP Area. As permissible under the Specific Plan, the Phase I PDP will be amended to allow for the construction of 2,354 total dwelling units which represents a 15% increase in units from the units approved in the DGSPEIR, and a slightly lower percentage increase when compared with the currently approved 2,073 dwelling units within Phase I (with 2,038 dwelling units located within the Phase I PDP area and 35 dwelling units within the Entry Area).

Although the Specific Plan does not need to be amended to allow for this increase in units, the Specific Plan will be modified to include an updated dwelling unit count to document the density transfer and to ensure consistency between the Specific Plan and other project approvals. While the development of the Phase I PDP may not result in all 2,354 dwelling units being constructed at full buildout, this change will allow up to the full amount provided for in the DGSPEIR. Any units constructed in the Entry Area will count against the total permissible unit count for the Phase I PDP of 2,354 units.

Additionally, as contemplated in the approved Specific Plan, the proposed land plan calls for a change in the density and mixture of housing types provided within the project area. The currently approved Phase I PDP provides for a mixture of 1,111 detached single-family units on 4,000, 5,000, 6,000, 8,000, 10,000, 20,000, and 40,000 square foot plus lots, and 927 small lot, attached or multiple family units. The new land use plan provides for 2,174 detached single-family units on 5,000, 8,000, 10,000, 20,000 and 40,000 square foot plus lots, and 180 small lot detached or attached single-family or condo type units. To allow for the creation of additional smaller detached single-family lot product, the Specific Plan's Medium Density designation will be amended to allow for single-family detached units on 2,800 square foot lots.

Additionally, the Specific Plan will be amended to allow: (1) minor modifications to lot development standards (setbacks, lot widths, etc.); (2) minor revisions to the Hotel Conference/Town Center (now referred to as the Resort Commercial Center), to maintain its size and function, but to slightly relocate it in better proximity to the existing golf clubhouse and

community core; (3) an increase in parks, open space and trails; and (4) minor modifications to the circulation plan. The proposed amendments are referred to collectively as "SPA5." These amendments and the proposed technical clarifications are all highlighted in the Specific Plan submitted to the County, and are available for review.

The following provides Stanislaus County staff's analysis of impacts specifically associated with the amendments proposed with SPA5:

Aesthetics.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The amendments do not propose any change in the location of development under the Specific Plan as originally adopted and which was analyzed in the DGSPEIR and WRPSEIR, and will not change the development area of Phase 1. Nor do the amendments propose changes to the land use categories included within Phase 1. SPA5 proposes changes to the land plan that increase densities and congregates them into more easily developable (flatter) areas of the site. As such, the overall areas proposed for grading is reduced, and major hilltops are preserved. A number of these major hilltop areas are proposed for grading and home sites under the current Phase 1 PDP. As such, the changes proposed with SPA5 would result in fewer homes on hills and therefore more views of hill sides, hilltops and open space after SPA5 is approved. Even though The Legends Golf Course area is being partially developed as new residences, open space and park areas throughout the project are increasing which will have a positive impact on the overall visual quality of the Phase 1 development. As such, the changes to the aesthetics (See Phase 1 - Statement of Overriding Considerations: Visual Quality) of the area will still be significant, but will not result in any additional or substantially more severe significant aesthetics impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Aesthetics: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to aesthetics.

Agricultural Resources.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The amendments do not propose any change in the location of development under the Specific Plan as originally adopted and which was analyzed in the DGSPEIR and WRPSEIR, and will not change the development area of Phase 1. As such, no additional lands will be taken out of production, beyond those already projected to be impacted with the development of the Phase I PDP and analyzed in the DGSPEIR and the WRPSEIR. The changes to agricultural resources will still be significant (See Phase 1 - Statement of Overriding Considerations: Open Space and Rangeland), but will not result in any additional or substantially more severe significant agricultural resource impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review conducted for the Diablo Grande Specific Plan.
2. All adopted mitigation measures from the certified environmental review will apply to the project.
3. Reviewing the events specified in Public Resources Code Section 21166 relative to Agricultural Resources: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to agricultural resources.

Air Quality.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The Phase I PDP amendments proposed will increase the number of lots which may be constructed within the Phase I PDP, but the increase in lots is within the variance considered as part of the project analyzed in the DGSPEIR (reference page III-13: "Up to 15 percent transfer of residential density between each village is proposed.") and authorized in the currently approved Specific Plan. Accordingly, the increase in number of units is a clarification made to the Specific Plan to ensure consistency with the proposed PDP I rather than a substantive amendment to the Specific Plan. Construction impacts will not be increased due to the amendments proposed with SPA5, as the estimated construction time periods are not

expected to change. Operational air quality impacts also will not change as the DGSPEIR analysis was based on a consideration of the total number of units proposed for Phase I and the whole project and the total number of units potentially authorized in Phase I exceeds that currently proposed. The conclusion was that the project resulted in significant and unavoidable air quality impacts for both Phase 1 and for total project buildout. The County, in approving the Specific Plan, adopted Statement of Overriding Considerations concerning all impacts which remained significant even with mitigation, including air quality impacts, and imposed mitigation measures which apply to both Phase 1 and the total then contemplated project, and are the same in both instances. All mitigation measures adopted will continue to apply to all units at the site. As such, after project approval, the impacts of the project on Air Quality will still be significant (See Phase 1 - Statement of Overriding Considerations). The SPA5 amendments to the Phase 1 PDP for the Diablo Grande development will not result in any additional or more severe significant air quality impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Air Quality: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to air quality.

Biological Resources.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The amendments proposed will not change the location of development under the Specific Plan as originally adopted and analyzed in the DGSPEIR and WRPSEIR and will not change the development area of Phase 1 or increase the land area already planned for disturbance. As such, after project approval, the impacts of the project on biological resources (See Phase 1 - Overriding Consideration Findings: Vegetation and Wildlife) will still be significant. The SPA5 amendments and the changes to the Phase I PDP will not result in any additional or substantially more severe significant biological resources impacts beyond those already

analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review conducted for the Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Biological Resources: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to biological resources.

Cultural Resources.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The amendments proposed will alter the mixture and density of uses within the Phase I PDP, but all approved uses will occur on lands already proposed for development under the current Phase I PDP. The amendments do not propose any change in the location of development under the Specific Plan as originally adopted and which was analyzed in the DGSPEIR and WRPSEIR and will not change the development area of Phase 1 or increase the lands already planned for disturbance. As such, after project approval, there will be no additional or substantially more severe significant impacts from the project on cultural resources not already identified and mitigated to a level of less than significant (See Phase 1 – Findings of Significant Environmental Impact). The SPA5 amendments and the changes to the Phase I PDP will not result in any additional or substantially more severe cultural resources impacts beyond those already analyzed and mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Cultural Resources: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project

adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to cultural resources.

Geology and Soils.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 development is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The amendments proposed will alter the mixture of residential units provided and make other minor modifications to the land plan within the Phase I PDP, but all uses will occur on lands already proposed for development under the current Phase I PDP. In certain areas of the Phase I PDP, the amendments will permit for more intense development than was originally proposed, and this development will be concentrated into areas of flatter ground, while preserving steeper areas and major hilltops. As such, it is expected that there will be a substantial reduction in grading on slopes and hilltop areas in relation to what would be required to develop the Phase 1 PDP as currently proposed. Not only is the amount of grading required being reduced, but all grading will continue to be balanced on site, and tiered where feasible to retain as much of the existing site topography as possible. All grading will continue to be performed consistent with all adopted mitigation measures for the project. Even with the implementation of a number of mitigation measures, the impact on geology and soils was significant (See Phase 1 – Statement of Overriding Considerations: Geology, Soils and Seismicity). Twenty-one (21) of the twenty-three (23) mitigation measures that were adopted with the project apply to the grading that will occur within the Phase I PDP area, the other two (2) related to off-site roadway construction. Even with the proposed changes to the Phase 1 PDP, and the reduction of grading for the project, it is possible that some of the development grading may be needed on areas with slopes over 25%. This is also the case with the existing Phase 1 PDP before SPA 5. To address this concern, the mitigation measure 5 in the Diablo Grande Mitigation Monitoring and Reporting Plan (the “MMRP”) requires a higher level of geotechnical analysis when grading on slopes over 25% occurs. This mitigation measure has been complied with in the past, and will continue to be implemented. As such, the amendments proposed with SPA5 will result in reduced grading at the site, all grading will comply with all currently adopted mitigation measures for the project. The amendments proposed with SPA5 will not result in a substantial new, or significantly increased, impact on geology and soils impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Geology and Soils: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to geology and soils.

Hazards and Hazardous Materials.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The amendments proposed will alter the configuration of Phase I PDP land plan, but all approved uses will occur on lands already proposed for development under the current Phase I PDP. Further, the amendments do not propose any new uses in the Phase I PDP. As such, there is no proposal to impact any additional lands not already planned for disturbance to some level nor is there a proposal to impact the land by introduction of a new, unanticipated use. Since the approved uses will occur on lands already slated for development, it is not expected that there will be an increased exposure to hazards or hazardous materials. The impacts from hazardous materials and waste were assessed and were mitigated to a level of less than significant (Phase 1 – Findings of Significant Environmental Impact) and the amendments proposed with SPA5 and the changes to the Phase I PDP will not result in any additional or more severe significant hazards and hazardous materials impacts beyond those already analyzed and mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Hazards and Hazardous Materials: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to hazards and hazardous materials.

Hydrology and Water Quality.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. Although the Specific Plan amendment will result in reconfiguration of the Phase I PDP land plan, the area of development will not be changed from that currently approved. Due to a slight increase in development intensity, runoff may slightly increase as well. The mitigation measures that require no increase in off-site runoff flows will continue to be enforced. As such, and upon approval of SPA5, it will be necessary for the Diablo Grande Storm Water Master Plan to be reviewed, and updated if needed. Updates would be expected to be minor, and would continue to provide storm drainage conveyance and storage through existing facilities, with minor modifications or adjustments. Compliance with the adopted mitigation measures will assure that runoff impacts and the possible increase in urban pollutants will continue to be mitigated to a level of less than significant (Phase 1 – Findings of Significant Environmental Impact). The required Golf Course Management Plan has already been prepared, and the amendments proposed will not affect this plan. As no lots are proposed closer to the golf course than originally projected and the acreage devoted to the golf course in Phase 1 has been reduced, with the extra land mainly being absorbed in creek side protection areas adjacent to the Golf Course along Salado Creek and its tributaries. Based on the foregoing, the amendments proposed with SPA5 will not result in any additional or more severe significant hydrology or water quality impacts beyond those already analyzed and mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Hydrology and Water Quality: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to hydrology and water quality.

Land Use and Planning.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. No new unanticipated uses are being proposed. Instead, the changes are minor ones to the density mix and configuration of the approved land uses. The project remains consistent with the adopted County General Plan, will not conflict with any adopted environmental plans or policies, will not be incompatible with existing land uses in the area, will not affect agricultural resources or operations and will not disrupt an established community, to a level not already analyzed, mitigated and/or the subject of an overriding consideration finding in the previous project environmental review. Based on the foregoing, the amendments proposed with SPA5 for the Diablo Grande development will not result in any additional or substantially more severe significant land use and planning impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review conducted for the Diablo Grande Specific Plan.
2. All adopted mitigation measures from the certified environmental review will apply to the project.
3. Reviewing the events specified in Public Resources Code Section 21166 relative to Land Use and Planning: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to land use and planning.

Mineral Resources.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. No significant impacts to mineral resources have been identified as a result of Phase 1 in the prior environmental review for the Diablo Grande Specific Plan. While Specific Plan Amendment will allow for changes in the Phase I PDP land plan, all uses will occur on lands currently proposed for development. Accordingly, the amendment will not result in any additional or substantially more severe significant impact on mineral resources beyond those already analyzed and/or mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.
3. Reviewing the events specified in Public Resources Code Section 21166 relative to Mineral Resources: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to mineral resources.

Noise.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. Although the Specific Plan amendment will allow for changes in the configuration and density of development, they will not result in exposure at the site to any substantial increases in noise on-site. The residential units will not be located closer to the roadways triggering any greater exposure to traffic noise within the community. The Entry Area falls outside of the 50 foot noise setback from Diablo Grande Parkway (referred to in the DGSPEIR as Oak Flat Parkway in Table IV.J-A). The four (4) noise mitigation measures adopted for the project still apply and will be implemented. With regard to off-site noise impacts, the proposed unit count falls within the variance allowed for under the current Specific Plan. The project environmental documents included a mitigation measure to be implemented for off-site noise at the discretion of the County. This mitigation measure will continue to apply. No new or increased impacts for noise are expected with the approval of SPA5 beyond those already analyzed and mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.
2. All adopted mitigation measures from the certified environmental review will apply to the project.
3. Reviewing the events specified in Public Resources Code Section 21166 relative to Noise: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to noise.

Population and Housing.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. As discussed above under the heading of Land Use and Planning, the currently approved Specific Plan allows for a 15% increase in development within the Phase I PDP area without amendment. The proposed amendments to the Specific Plan, including minor changes in development standards and residential density will not result in any additional or more severe significant population and housing impacts beyond those already analyzed and mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.
2. All adopted mitigation measures from the certified environmental review will apply to the project.
3. Reviewing the events specified in Public Resources Code Section 21166 relative to Population and Housing: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to population and housing.

Public Services.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The Western Hills Water District (“WHWD”) provides water, sewer and storm drainage services to the site. The WHWD has stated that it is able to provide water and sewer service to the new Phase 1 PDP as proposed. Stanislaus County provides Sheriff and other services, and the West Stanislaus Fire Protection District (“WSFPD”) provides fire service to the site. The DGSPEIR and WRPSEIR projected the Phase 1 PDP water use to be about 5,000 ac-ft of water per year. Based on current water consumption rates, the lot size modifications, and the deletion of The Legends Golf Course, current Phase 1 PDP yearly water projections are reduced to about 3,000 ac-ft per year. The WHWD has adopted a will serve letter for the updated Phase 1 PDP. The WHWD also has an agreement to deliver wastewater to the City of Patterson. This agreement provides for the transfer of up to 750,000 gallons per day to the City of Patterson. At current sewer discharge rates, and with the proposed lot size modifications, the Phase 1 PDP will not generate sewer flows above those currently

permitted and in place. The WHWD has adopted a will serve letter for the updated Phase 1 PDP. The increase in residential units is within the range authorized in the current Specific Plan and evaluated in the certified environmental documents. Therefore no additional of impacts associated with the increase in number of units is necessary. The minor amendments proposed for the Specific Plan including changes in housing type mix, changes in density, modifications to development standards, minor revisions to the Resort Commercial Center site, increase in parks, open space and trails, and minor modifications to the circulation plan will not impact the intensity or level of public services beyond those of the project previously analyzed and approved. Accordingly, the amendment will not result in any additional or substantially more severe significant impact on public services beyond those already analyzed, mitigated and/or the subject of an overriding consideration finding in the previous project environmental review.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Public Services: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to public services.

Recreation.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The Diablo Grande Specific Plan and mitigation measures require the provision of parks to County standards. As part of the SPA5 amendments, additional parkland has been added to the Phase I PDP to make sure that the parkland provided meets County standards. The Specific Plan amendments proposed include an increase in park acreage to make sure that the General Plan standard of 3 acres per 1,000 in population is met. Based on the foregoing, the amendments proposed with SPA5 will not result in any additional or more severe significant recreation impacts beyond those already analyzed and mitigated in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Recreation: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to recreation.

Transportation and Traffic.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The Specific Plan allows for a 15% increase in residential units within Phase 1 PDP area without amendment and the DGSPEIR analyzed the traffic impacts associated with development of Phase I PDP and cumulative impacts associated with potential development of up to 5,000 units in the entire project area. The DGSPEIR and the MMRP provided mitigation measures for Phase 1 and cumulative project development. For development of the previously contemplated entire 5,000 units, certain off-site improvements were required, and a traffic fee established to collect fees to mitigate this impact. This traffic fee is updated regularly to make sure that it has current value based on a selected construction cost index. As required in the MMRP, any additional units, up to the 15% variance allowed under the Specific Plan, will be required to pay the traffic fee on a per unit basis, and therefore will continue to mitigate all off-site impacts for the project. The only off-site mitigation measures specifically related to Phase 1 are the possible signalization of the Sperry Road/I-5 southbound intersection and the widening of Diablo Grande Parkway (referred to in the MMRP as Oak Flat Road) to four lanes. The Sperry/I-5 signal is only to be monitored to determine if warrants are met. Should development of Phase I result in adverse impacts to this intersection, those impacts will be offset by the traffic fee collected for each unit developed. For Diablo Grande Parkway, the mitigation measure 10 on Page H-21 of the MMRP provides that the road is to be expanded prior to 700 peak hour trips being reached and as determined to be warranted by traffic studies. In 2014 traffic counts were performed to analyze current project trips. With one operational golf course and about 415 constructed and occupied units, the AM Peak Hour trips were 106, and the PM Peak Hour trips were 143. A simple analysis of increasing from 415 units to 2,354 units would increase the AM Peak Hour trips to about 600, and the PM Peak Hour trips to about 800. Traditional two-lane rural roadway capacities for rolling terrain are on the order of 1,000 to 1,200 peak hour trips for level of service C operations. Based on the foregoing, the entire development of the project up to 2,354 units and one golf course is expected to generate traffic around the current 700 peak hour trip threshold before road widening is to be considered. SPA5 also includes a request to defer the requirement to

widen Diablo Grande Parkway to four lanes until after development of the Phase I PDP, as all roadway traffic will fall within the current roadway carrying capacity, County standards, and operate at a level of service C or better. Any identified traffic improvements are the project's responsibility, and would be adequate to serve the Phase I PDP. As such, the proposed amendments will not require any additional traffic mitigation beyond that currently identified. Due to the fact that each new unit will continue to pay the traffic fee, and that no additional off-site impacts will occur which are not mitigated, the amendments proposed with SPA5 will not result in any additional or more severe transportation and traffic impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review conducted for the Diablo Grande Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Transportation and Traffic: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to transportation and traffic.

Utilities and Service Systems.

1. The current General Plan designation and zoning for the Diablo Grande Phase 1 PDP is Specific Plan. The environmental review on the Diablo Grande project is complete, and was certified on December 7, 1999. The Specific Plan allows for a 15% increase in residential units within the Phase 1 PDP area without amendment and the DGSPEIR and WRSPEIR analyzed the impacts on utilities and service systems associated with the approved Specific Plan. The minor amendments currently proposed will not affect the range, level or intensity of service required at the project site. All utility systems have been constructed to an adequate size to serve the range of project development allowed for in the Specific Plan including the potential increase of 15% of residential units. The proposed amendments will not result in any additional or more severe significant utilities and service systems impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous project environmental review conducted for the Specific Plan.

2. All adopted mitigation measures from the certified environmental review will apply to the project.

3. Reviewing the events specified in Public Resources Code Section 21166 relative to Utilities and Service Systems: (a) there have been no substantial changes in the project since its adoption, as the project is consistent with the proposed Specific Plan land uses, and the development type and density; (b) there have been no substantial changes in the circumstances under which the project is being undertaken; and (c) there is no new information which was not known or could not have been known at the time of project adoption. Based on the foregoing, the events set forth in Public Resources Code Section 21166 have not occurred with respect to utilities and service systems.

Mandatory Findings of Significance.

1. Stanislaus County finds that there is no evidence that the amendments proposed with SPA5 would result in 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, beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous environmental review conducted for the Diablo Grande Specific Plan Environmental Impact Report (i.e., the original Diablo Grande Specific Plan Environmental Impact Report, as supplemented by the Diablo Grande Water Resources Plan Supplemental Environmental Impact Report).

2. Stanislaus County finds that there is no evidence to indicate that the amendments proposed with SPA5 would result in impacts that are individually limited, but cumulatively considerable beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous environmental review conducted for the Diablo Grande Specific Plan Environmental Impact Report (i.e., the original Diablo Grande Specific Plan Environmental Impact Report, as supplemented by the Diablo Grande Water Resources Plan Supplemental Environmental Impact Report).

3. Stanislaus County finds that there is no evidence to indicate that the amendments proposed with SPA5 would result in environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous environmental review conducted for the Diablo Grande Specific Plan Environmental Impact Report (i.e., the original Diablo Grande Specific Plan Environmental Impact Report, as supplemented by the Diablo Grande Water Resources Plan Supplemental Environmental Impact Report).

4. In summary, and specifically, the amendments proposed with SPA5 will not result in any new direct or indirect impacts related to the Diablo Grande Phase 1 project, nor do the amendments proposed with SPA5 substantially change the Diablo Grande Phase 1 project.

SUMMARY

Stanislaus County staff has independently evaluated the specific potential impacts of the amendments proposed with SPA5 as they relate to Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation and Traffic, and Utilities and Service Systems. Stanislaus County independently concludes the following:

1. Based on the analysis presented in the “SPECIFIC DISCUSSION OF POTENTIAL IMPACTS ASSOCIATED WITH THE AMENDMENTS PROPOSED WITH SPA5”, and the associated documentation (which is all incorporated into this addendum), Stanislaus County staff finds that there will be no impacts to Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation and Traffic, and Utilities and Service Systems in relation to the amendments proposed with SPA5 above and beyond those already identified and discussed in the Diablo Grande Specific Plan Environmental Impact Report as supplemented by the Diablo Grande Water Resources Plan Supplemental Environmental Impact Report.
2. Stanislaus County staff finds that none of the mandatory findings of significance described in this Addendum can be made in relation the amendments proposed with SPA5.
3. The current General Plan designation and zoning for the Diablo Grande Phase 1 project site is Specific Plan. The environmental review on the Diablo Grande Phase 1 project is complete, and was certified on December 7, 1999. The proposed amendments to the Specific Plan contained in SPA5 fall within the threshold of significance established in the Specific Plan and the adopted environmental documents.
4. Based on Stanislaus County’s independent analysis of potential impacts as described in the Addendum and in other portions of the entire record, staff concludes that the amendments proposed with SPA5 will not result in any additional impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous Diablo Grande environmental review as they relate to Aesthetics,

Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation and Traffic, and Utilities and Service Systems. All adopted mitigation measures from the certified environmental review will apply to the Diablo Grande project after adoption of SPA5.

5. Based on Stanislaus County's independent analysis of potential impacts as described in the Addendum and in other portions of the entire record, the amendments to the Diablo Grande Specific Plan proposed with SPA5 will not result in any additional impacts beyond those already analyzed, mitigated, and/or the subject of an overriding consideration finding in the previous Diablo Grande environmental review as they relate to Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation and Traffic, and Utilities and Service Systems.

6. None of the circumstances set forth in Public Resources Code section 21166, as codified in CEQA Guidelines section 15162, requiring preparation of a subsequent or supplemental EIR, have been triggered. The Addendum has been prepared to satisfy the requirements of subdivision (e) of section 15164 for a brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162

Exhibit H – Diablo Grande Environmental Impact Reports

Copies of the Diablo Grande Environmental Impact Reports are available for review at the County Planning Department Office or on the County's website at:

<http://www.stancounty.com/planning/pl/act-projects.shtm>

*****Copies of Exhibit H have been provided to each member of the Planning Commission as part of the April 6, 2017, Planning Commission Agenda packet.**

DEL PUERTO GRANDE MITIGATION MEASURES

THE FOLLOWING ARE ALL OF THE MITIGATION MEASURES FROM THE DEIR DATED AUGUST 31, 1992 AND THE FEIR DATED JUNE 15, 1993, AS RE-ADOPTED BY THE STANISLAUS COUNTY BOARD OF SUPERVISORS ON DECEMBER 7, 1999. THESE MEASURES HAVE BEEN IMPLEMENTED AND WILL CONTINUE TO BE IMPLEMENTED AS APPROPRIATE AND APPLICABLE THROUGHOUT CONSTRUCTION OF THE PROJECT.

A. LAND USE:

Phase 1

1. Continuance of limited grazing on the site shall be considered to help offset impacts due to the termination of Oak Flat ranch facilities in Phase 1. To the satisfaction of the Planning Director, during development of Phase 1 the applicant shall develop a program for maintaining limited grazing in the overall site.
 2. Off-site growth inducement along Oak Flat Road shall be mitigated by requiring scenic easements or other vehicles for the maintenance of open space/agricultural uses adjacent to the road. Careful public and County review shall be conducted for any proposed development along Oak Flat Road.
 3. To mitigate open space and agricultural land use impacts, minimal housing development shall be allowed in the proposed hill Conservation Areas along cul-de-sac areas east of Oak Flat Parkway.
 4. To ensure open space lands remain open space in perpetuity, scenic or open space easements shall be established for open space areas. If easements are not possible, the lands may be conveyed to the County or a deed restriction may be implemented.
 5. A geotechnical survey and records search shall be conducted to confirm the absence of hazardous wastes on the Phase 1 site prior to Final Map approval.
- FEIR 57;1 Measures shall be undertaken to limit access to the former bombing range which is adjacent to the project site by use of signs and other means of informing the public. These measures shall not interfere with wildlife movement between the project site and the former bombing range.
- FEIR 189;1 Entry roadways should allow for access by the adjoining ranch land uses. The roadways should be designed to address the cattle ranching concerns of adjacent lands including access to stock water for cattle and movement of cattle on both sides of the roadways.
- FEIR 318;14 If the Board of Supervisors determines that the project is a 'new town' or 'self-contained community', on-site or in-lieu very low-, low-, and moderate-income housing opportunities as described in Housing Element Program 1.8 should be incorporated into the specific plan to the satisfaction of the Planning Director.
- FEIR 319;22 In order to reduce the potential for unnecessary migration of out-of-state workers and to increase the opportunity to bolster the local economy, the applicant should make a good-faith effort to the satisfaction of the Planning Director to provide project construction related jobs to California residents, with priority for workers who reside locally in the general region of the project site.

B. GEOLOGY, SEISMICITY AND SOILS:

1. and
FEIR 180;32

A detailed geotechnical evaluation shall be prepared as part of the project design process. The evaluation shall include the exploration and assessment of soil, bedrock, groundwater, and other subsurface geologic conditions under both static and seismic conditions under both static and seismic conditions, and building- and roadway-specific foundation and structural engineering. Site specific calculations on expected ground acceleration, amplitude and duration of seismic shaking shall be provided in the geotechnical study. The specific evaluation on the potential for secondary seismic impacts such as liquefaction, surface rupture and seismic-triggered landslides also will be assessed. Proposed cut and fill slopes shall be evaluated under both static and seismic conditions so that soil and slope engineering criteria for evaluating cut and fill slope stability to provide soil engineering criteria for project grading, retaining wall structures, building and road foundations and drainage systems can be provided. The evaluation shall be based on adequate surface and subsurface exploration, sampling, laboratory testing, and engineering analysis.

2. Properly qualified field engineers shall be used to perform grading observation and testing during construction. The progress of the earthworks construction shall be periodically evaluated by a certified engineering geologist and/or geotechnical engineer, and incorporated into the Mitigation Monitoring Report.
3. All development and grading plans for the project shall be reviewed by a licensed civil engineer for compliance with Chapter 70 of the Uniform Building Code. The county shall make the final review of plans and provide any additional conditions of approval prior to issuance of the grading and building permits. The U.S. Army Corps of Engineers would be responsible for providing their approval of permits for grading done within their jurisdiction.
4. Potentially unstable slopes or cut and fill slopes created through project grading shall be stabilized through site-specific mitigation measures provided by a qualified geotechnical engineer. Such measures may include soil stripping, scarification and recompaction, and/or the reduction of the proposed cuts, the construction of a buttressed fill, benched slopes, and/or retaining walls. Retaining walls shall be subdrained and designed to resist lateral pressures appropriate to the size of the backslope.
5. Grading generally shall not be permitted on slopes greater than 25 percent. Any exceptions to this shall be at the discretion of the Public Works Department, and shall be required to include geotechnical analyses and erosion control plans.
6. In addition to grading being balanced on-site within each phase, grading activities shall be staggered so as to minimize the total area affected by grading at any given time.
7. Lots shall be set back from the toe of slopes as recommended by the geotechnical engineer.
8. The four development areas east of Oak Flat Road within Phase 1 shall be given special treatment to reduce the extent of topographic alterations and limit grading to retain natural contours.
9. Interim and Final erosion control plans shall be prepared and submitted to the County for review and approval prior to the issuance of grading permits. If earthworks construction is to take place during the rainy season, a wet weather erosion protection program shall be developed and implemented. Measures that would be needed at any crossings of Salado, Crow, or Orestimba creeks as well

as their main tributaries include the installation of silt berms, sandbag or straw bailed barriers anchored by rebar, siltation retention fences, and the retention of natural vegetation between the erosion source and the sensitive area. Soil piles shall be covered at the end of each day. During the rainy season, these wet weather erosion protection measures shall be stored on site. Prior to the onset of wet weather, areas disturbed by partially or completed grading shall be hydroseeded.

10. To minimize erosion, siltation, and stream impacts, as little of the surface soils as possible shall be exposed during project grading and construction activities.
11. Excavated materials shall not be sidecast during site preparation, construction, and final grooming of cuts and fills, when such materials could come to rest in proximity to streams or gullies. Grading shall be conducted in such a manner that downslope roll of rocks, boulders, and other soil material is minimized.
12. If a borrow site must be developed, it shall be located at an environmentally acceptable area, that avoids sensitive areas such as drainage courses or steep slopes where stream siltation or erosion would result. The borrow site shall be reclaimed following its use.
13. In areas which require the removal of brush but not grading, the root crowns shall be left intact, so as to retard soil erosion.
14. Project landscaping shall consist of deep-rooted drought resistant shrubs, trees, and ground covers instead of shallow-rooted species.
15. and
FEIR 180;32 All project components (cut and fill slopes, structures, utilities, roadways) shall be constructed according to all State and local building design standards that have been adopted by the County. Should the geotechnical study determine that the project site could be subject to more severe seismic parameters than those that were used as the basis for the county-adopted design standards, the project components shall be built to withstand the most conservative measures.
16. and
FEIR 264;4 All interior fixtures, utilities (i.e., water heaters) in public places, and those built into homes by homebuilders, shall be securely attached to reduce the risk of damage or injury from falling objects.
17. An earthquake emergency plan for the proposed project shall be prepared and incorporated into the proposed project. The plan shall address what project related residents and employees shall do in the event of an earthquake. Community shelter locations shall be established and emergency exit routes made known.
18. The foundations of structures within areas of high liquefaction potential shall be extended down beyond the sandy deposits into solid bedrock material. Special engineering procedures shall also be implemented to ensure roadway protection from damage and/or closure due to liquefaction.
19. Adverse effects of expansive soils shall be mitigated by extending building foundations below the zone of expansive soils subject to seasonal moisture variations, or by moisture conditioning and capping these soils with non-expansive soils to support footings and slabs. If relatively shallow, expansive soils could be removed below buildings or other improvements. However, the expansive potential of materials exposed beneath the soils shall be evaluated to determine if soil removal is appropriate. Roadways may require relatively thick layers of aggregate base and subbase as well as a thick section of asphaltic-concrete to minimize the potential damage due to shrinking and swelling of soils. The project geotechnical and structural engineers shall provide recommendations on the foundation design criteria and spacing, depth and diameter of foundation support

piers upon review of soil strength data provided in the detailed geotechnical report.

20. Expansive soil removed from one area shall be placed in an area where the shrinking and swelling nature of the soil would not create significant adverse impact or result in damage to structures.
21. and
FEIR 264;5 Where corrosive soils pose a threat, underground and subsurface steel and cement structures shall be protected either through the provision of a buffer zone or trench filled with non-corrosive material such as gravel or neutral soil, or the encasement or lining of the underground project improvements.
22. Grading plans shall be prepared for the earthwork necessary to construct the Oak Flat Parkway, Primary Access Road, and Oak Flat Road. The plans shall be reviewed and approved by the County prior to issuance of the grading permit.
23. A slope stability analysis of the large landslide along the Oak Flat Road access shall be included as part of the detailed geotechnical report for the project. The report shall provide recommendations for slope stability measures to ensure that future landsliding activities not impact the proposed roadway at its base. All recommended measures shall be incorporated into the proposed project plans.

C. HYDROLOGY AND WATER QUALITY:

1. and
FEIR 176;22 NPDES permit requirements for stormwater discharge shall be complied with prior to starting any construction activities, either on a phase basis or by individual project components. The Stormwater Pollution Prevention Plan must be developed and required protection in place before earthwork begins. Additional NPDES permits for the proposed land uses shall be obtained prior to their operation. The project shall provide measures and practices to prevent pollution and prepare a stormwater discharge monitoring program to ensure compliance with state and federal water quality objectives.
2. Although it was noted that the expected amount of surface runoff generated would not be significant, when compared with the total annual surface runoff from the watersheds, the increased flows could impact the conditions of receiving creeks. In order to offset this impact the amount of created impervious surfaces should be minimized.
3. The final project drainage systems shall be designed to control runoff volumes and velocities efficiently both during and after construction. Flow control measures could include terraces, detention basins, subsurface drains, berms and other diversions to keep water off exposed slopes and control water velocity.
4. Erosion control measures shall be provided along project creeks in the vicinities of outfall structures to protect against erosion from increased surface flows. The level of erosion control needed should be determined by the project engineer and should not significantly detract from the creeks biotic value.
5. All project drainage systems shall be designed and constructed in conformance with the Stanislaus County Drainage Ordinance, and FEMA and RWQCB regulations.
6. Landscape irrigation practices shall be designed to maximize infiltration of surface water and minimize runoff.
7. and

- Prior to approval of project drainage plans, floodplain studies shall be conducted along Salado, Crow, and Orestimba creeks. Study findings should be incorporated and mitigated (if necessary) in the final drainage plans. The project drainage plans shall be designed to ensure that areas historically subject to flooding will experience no increase in the historical amount of flow or increase in the length of time of inundation.
8. The final project drainage plans shall be designed to ensure no net increase in 100-year storm flows downstream of the site near I-5. Drainage plans for project phases constructed upstream of existing phases should include the reevaluation of the existing phase drainage system and the upgrading (if necessary) should the system not be of adequate size to handle additional flows from upstream future phases. Upgrading measures could include the replacement of smaller-sized drainage pipes with pipes of larger diameter, the construction of additional detention basins, and/or the enlargement of existing detention basins.
 9. Project structures, utilities, and roadways shall be located outside the 100-year floodplain.
 10. The project drainage system shall be adequately maintained and cleaned on a regular basis to ensure efficient transport of stormwater through the project site and to avoid localized flooding due to debris blockage. Sections of project creeks that are too narrow to allow proper flow of expected runoff should be widened and protected from erosion where necessary. The appropriate U.S. Army Corps and State Fish and Game Department permits should be obtained prior to any creek improvements.
 11. Grading should be confined to the dry season, or be mitigated as summarized in mitigation 13 below.
 12. The geotechnical report should include the exploration for possible subsurface hazardous materials such as buried fuel or septic tanks. Appropriate remedial measures should be taken prior to the onset of any grading activities.
 13. Interim and final erosion control plans should be prepared prior to approval of grading permits. Temporary measures could include the construction of berms and siltation fences that would direct runoff to siltation ponds, the covering of soil piles, and the covering of bare slopes with hydroseed. Final erosion control plans would include stable terraced slopes, retaining walls, an adequate drainage plan, and permanent project landscaping. Part of the erosion control plans should include the preservation of as much natural vegetation as feasible and the maintenance of natural vegetation along stream channels. If grading is expected to continue into the wet season, a special wet weather erosion control plan should be prepared and approved. The erosion control plans should be in conformance with the County grading and building ordinances and the RWQCB's NPDES construction permit.
 14. All project runoff collected within developed areas should be directed to the appropriate drainage collector.
 15. To help reduce the amount of runoff containing urban pollutants, streets and parking areas should be frequently cleaned using street sweeping equipment, and the collected material properly disposed.
 16. The project drainage system catch basins should be complete with oil and grease traps to filter out the heavier pollutants as determined by the County Department of Public Works. The traps should be frequently cleaned.
 17. To ensure the prevention of potential surface and groundwater quality impacts from irrigation practices, the water quality of the Marshall Road area groundwater well should be periodically monitored for compliance with DHS and RWQCB water

quality objectives. In addition, the treated effluent produced at the project wastewater treatment facilities should be regularly monitored as stipulated in discharge permits. Any water source that does not meet the water quality standards for irrigation purposes should be treated prior to discharge.

18. A site-specific integrated golf course management program should be prepared to limit water quality impacts of the golf courses. This program should include detailed assessments of potential impacts to water quality and risk of accidental spills, and provide appropriate management practices to minimize the impacts.
19. A list of all fertilizers and pesticides proposed for use in the management plan should be submitted to the Department of Agriculture for review and comment. The description should include the types of compounds to be used, the amounts to be applied, and the form of application. The golf course management description should be submitted on a monthly basis for as long as chemical usage is proposed.
20. Use of any pesticides, herbicides, fungicides, or insecticides in project golf course management activities which are included on official State or federal lists of restricted materials will require issuance of a Restrictive Materials Permit. These permits are issued by the Agricultural Commissioner. All materials on this list will be subject to special use restrictions as a condition of permit issuance to ensure against significant health risks.
21. To reduce the need for fertilizers and pesticides, the golf course areas that require relatively high maintenance (greens, tees and landing areas) should be minimized. In addition, the amount of standing water areas (ponds, streams, lakes) should be minimized to reduce the need for insecticides.
22. Native trees and grasses should be incorporated into the golf course plan to the extent feasible in order to reduce the water, nutrient, and pesticide application requirements.
23. Surface runoff from the heavily managed areas should be directed away from creeks and ponds, into the nearest storm drain facility. Storm drains should include oil and grease traps (as determined by the County Department of Public Works) to filter out some of the heavier petroleum-based golf course chemicals.
24. Golf course soils (especially sand) should be amended with organic matter to better retain nitrogen and water.
25. Water conservation practices should be incorporated into the golf course management plan to both conserve irrigation water and reduce leaching. One such water conservation method may include the provision of a computerized irrigation system with sensors to minimize overwatering.
26. Slow release nitrogen sources should be used to reduce leaching. The use of more soluble nitrogen sources should be limited to spring and/or early summer months to avoid periods when soils are cold, plant metabolism is low, and water movement is high. Soluble nitrogen sources should be applied with very light, but frequent, surface applications only.
27. Non-selective herbicides that affect all plants in the contact area should be limited to spot spraying as needed to kill only the target vegetation and to reduce the chemical use.
28. The use of fungicides should be generally limited to periods when temperatures are still cool and during a time of little rainfall to increase their effectiveness and decrease the need for future applications. Irrigation water should not be applied within 24 hours of most types of fungicides applications, unless recommended differently by the manufacturer.

Chemical applications should be reduced and/or prohibited during windy periods. Application equipment and pesticide formulations that minimize pesticide drift should be selected for use in the management plan. Spray applicators should use low pressure nozzles and keep the spray nozzle close to the target.

30. All golf course chemicals should be properly stored in accordance with the Department of Agriculture and the Office of Safety and Health Administration requirements. Storage facilities should be constructed with impermeable floors and berms. All pesticide and fertilizer mixing and loading should be restricted to areas having impermeable floors and berms.
 31. Maintenance employees should be properly trained in the storage, handling, and clean up of all EPA-approved chemicals prior to application.
 32. The effectiveness of the golf course management plan should be verified through periodic monitoring of nearby surface water and groundwater quality. Sampling should begin prior to construction to provide background water quality data and should continue during construction and after construction (for a period of time to be decided by the regulatory bodies) to assure that the project is in compliance with DHS and RWQCB water quality objectives. If necessary, the plan should be modified to ensure modification.
 33. Site-specific soil studies should be prepared for each estate lot proposed outside the sanitary sewer service realm to determine if soil and site topography could support a septic system and leach field. Sites where soil is determined to be too shallow, corrosive or clayey and where slopes are too steep to ensure proper septic system operations should be either connected to the proposed sanitary sewer service or not be developed.
- FEIR 146;1 The preliminary project drainage plans for each phase of development shall be completed and approved prior to the approval of any tentative map within that phase.
- FEIR 146;2 The applicant shall coordinate with the County to ensure no conflicts in the siting and development of the project access road and the stormwater detention basins along Black Gulch associated with the Patterson Gateway project located at the eastern side of I-5 at the Sperry Road/Rogers Road intersection.

D. VEGETATION AND WILDLIFE:

1. Map the location of oaks present in areas planned for grading. In portions of the project site where grading is planned, confine grading to grassland areas where trees are not present. Where removal of oaks and other native trees is unavoidable, prepare a management plan for the oak woodland habitat and replace trees lost on a 5:1 ratio. Management plans should be approved by the County prior to final map approval for each village.
- . Establish riparian woodland, including willow, cottonwood, valley oak, and western sycamore (*Platanus racemosa*) and other riparian vegetation along the streams. Prepare a management plan for these riparian areas. The management plan shall include plans for long term monitoring and maintenance. Management plans should be approved by the County prior to final map approval for each village.

3. and
FEIR 264;8

The EIR consultant recommends that stream road crossings over major streams (Salado, Crow, and Orestimba creeks) will be made by construction of bridges. Road crossings of minor streams tributary to these major streams will include either bridges, oversized box culverts, or arched culverts, which require no additional fill beyond placement of the culvert or bridge. The appropriate crossing structure shall be approved in consultation with CDFG, USFWS, U.S. Army Corps of Engineers, and the County Public Works Department.

4. Ponds should be left intact for use by wildlife. Ponds planned for removal shall be replaced by ponds of equal size located in the Conservation Areas in protected locations to provide adequate access to water.
5. Springs should be incorporated into project open space. Where springs are lost to development, water from the community water distribution system shall be piped to protected areas to establish sources of water similar to those lost for wildlife.
6. The Conservation Areas will be linked with open space areas such as golf courses and the landscaped areas between areas of development to provide uninterrupted wildlife access corridors in the valley where practical. Corridors connecting Conservation Areas will average 1/4 mile in width and will be no narrower than 220 yards in width.

7. and
FEIR 281;11

Restrictions on the number of livestock shall be implemented to prevent overgrazing in open space areas and corridors, and the Conservation Areas. This will require preparation of a grazing management plan to guide grazing of the Ranch when development begins. Carrying capacity should be determined by a qualified range management specialist and could not be exceeded.

8. Trails shall be carefully planned to avoid areas of high wildlife use, such as rock outcrops, stock ponds and springs, and riparian woodland areas along streams.
9. Wildlife "underpasses" should be incorporated into the design of the planned roadways to allow wildlife to cross under rather than over the roads to reduce the number of wildlife road kills. These undercrossings should be a minimum of four feet by six feet in size and installed wherever roadways cross tributary streams. The appropriate crossing structure shall be determined in consultation with CDFG, USFWS, U.S. Army Corps of Engineers, and the County Public Works Department.

In areas of mapped kit fox range, provide road undercrossings six feet wide by four feet high approximately every 1/4 mile. Existing fencing should be replaced along the roadways, using hog-wire fencing with mesh size approximately six by eight inches and topped with three strands of barbed wire. This would allow kit fox to pass through the fence and prevent coyotes and other large predators of kit fox from passing through the fence. The fencing should be placed along the right-of-way boundary. These fences would serve to confine cattle present in the area.

Set maximum enforced vehicle speed limits at 35 to 45 miles per hour on the primary access roads and 25 miles per hour on the connector roads to reduce road-kills.

10. Prepare a landscape management plan for the Overall Site which guides public and private site landscaping. The plan shall include a list of invasive species which cannot be used in project landscaping and a list of native species suitable for use

in project landscaping. The plan shall emphasize the use of drought tolerant plant materials to reduce water consumption. Management plans should be approved by the County prior to final map approval for each village.

11. Regulations shall be specified in the Codes, Covenants, and Restrictions (CC&Rs) to maintain strict enforcement of leash laws for dogs and require cats to remain indoors at all times. The project shall designate project-generated tax revenues to fund a part-time position with the County Animal Control to patrol the area and trap feral dogs and cats to minimize their numbers in the project site.
12. Prohibit further introduction of non-native warm water fishes and bullfrogs. Populations of native amphibians present or potentially present in the project site could be greatly reduced by predation by warm water fishes and bullfrogs.
13. Golf course maintenance and commercial and residential landscaping shall involve a minimum use of fertilizers, herbicides and pesticides. A site-specific golf course management plan and individual commercial and residential landscape plans shall be prepared. These programs shall include a detailed analysis of potential changes to ground and surface water quality from source and non-point source pollution; compliance with regulatory requirements on the storage of fuel and hazardous materials; an assessment of risk associated with accidental spills; and provide appropriate mitigation measures and management practices to minimize these potential impacts. Management plans should be approved by the County prior to final map approval for each village.

A list of fertilizers and pesticides proposed for use in the management plans shall be submitted to the County Department of Agriculture for review and comment. The description shall include the types of compounds to be used, the amounts to be applied, and form of application. The use of pesticides, herbicides, fungicides, or insecticides which are included on official state or federal lists of restricted materials will require issuance of a Restrictive Materials Permit. These permits are issued by the County Agricultural Commissioner. All materials on this list will be subject to special use restrictions as a condition of permit issuance to help ensure against significant health risks. Non-selective herbicides that affect all plants in the contact area will be limited to spot spraying as needed to kill only target vegetation and to reduce the use of chemicals.

The storm drain system from residential and commercial landscaping and streets shall be designed to filter potentially hazardous materials prior to discharge into natural watercourses. Outflows shall be directed in such a manner that the maintenance and monitoring will allow for the protection of surface water quality. Any stormwater runoff directed to natural creek channels shall be contained in detention areas and subjected to removal of nutrients and contaminants by vegetative or other means.

The effectiveness of these management plans shall be checked through periodic monitoring of nutrients and suspended solids in nearby surface and underground water sources. Sampling shall begin prior to construction to provide background water quality data and shall continue during construction and after construction, for a period of time to be decided by the regulatory bodies to assure that the project is in compliance with Regional Water Quality Control Board water quality standards.

14, and
FEIR 97;9

No more than 0.5 acres (excluding driveways) shall be developed with structures or impervious surfaces on any estate lot. Driveway widths should not exceed 16 feet (except at turnouts).

15. The undeveloped portions of any estate lot shall be fenced from the developed portion or dog runs established in the developed part of the lot in such a manner as to prevent dogs from accessing the undeveloped area.
16. Landscaping shall not exceed one acre on any estate lot.
17. No houses shall be constructed within one-quarter mile of the edge of any wildlife corridors.
18. Estate lots shall be in clusters of three or more and use a common driveway.
19. and
FEIR 97;10 Driveways accessing any estate lot shall not exceed 1,000 linear feet per lot served (from connection with in-village roadways).
20. Estate lot access roads shall not cross any designated wildlife corridors.
21. Estate lots may be subdivided only upon a finding of the County Planning Commission that, based on a CEQA review, such subdivision could constitute an environmentally superior alternative to not permitting the subdivision. This may require a cumulative impact analysis involving all 100 potential estate lots. In no case shall the total number of estate lots exceed 100 lots after subdivision.
22. No estate lots shall be located over one-quarter mile from the boundaries of a village.
23. Estate lots shall be developed only on areas overlooking proposed village developments and within watershed of previously developed areas. Estate lots shall not be located within 1,000 feet of the crest of any major ridge.
24. Prior to development of each estate lot, a biotic resource survey shall be conducted of the lot to determine if there are significant biological resources present. If such resources are found, any development shall be designed to avoid affecting the resource to the satisfaction of the County Planning Department.
25. Estate lot grading and fences shall not be located within 300 feet of any "blue-line" stream as designated in the applicable USGS topographic maps.
26. If there are over 20 oak trees on a lot, tree removal shall be limited to five percent of oak trees on any lot. If there are fewer than 20 oak trees on a lot, one tree may be removed per lot.
27. Applied only to larger project, no longer approved, Not Applicable.
28. Applied only to larger project, no longer approved, Not Applicable
29. Limit fill of creeks to necessary road crossings. Prepare a management plan to establish additional riparian woodland habitat, as discussed above, to improve habitat for wildlife species. Regulations will be established in the CC&Rs to prohibit the introduction of non-native warm water fishes and bullfrogs to the streams and stock ponds. These species prey on the eggs and larvae of native frogs and salamanders. Surveys for the presence of California tiger salamanders, California red-legged frogs, and southwestern pond turtle will need to be conducted for the potential presence of these species in the Village 2-5 areas.

30. and
FEIR 265;10

Retain California ground squirrel colonies where possible in open space areas and the Conservation Areas to provide a prey base for raptors and other predators and potential nesting sites for burrowing owls. Poisoning of ground squirrels and other rodents shall be prohibited in Conservation Areas to prevent secondary poisoning of predators such as golden eagle, prairie falcon, bobcat, and American Badger. Ground squirrel control shall occur only in developed portions of any estate lot in the immediate vicinity of houses. If rodent control must be conducted in other areas, use zinc phosphide or other poisons approved by the USFWS which are of low risk to non-target species.

31. Cliff-forming rock outcrops shall be included in project open space areas. Keep trail systems away from these outcrops. Trail distances shall be established through consultation with raptor specialists with DFG and USFWS. Rock outcrops or cliffs which contain active raptor nests shall be off-limits to human use during the nesting season (March through August). Survey all cliffs and rock outcrops for raptor use prior to approval of development plans.

FEIR 30;9

Conduct surveys to determine the potential presence of sensitive reptile and amphibian species (California tiger salamander, California red-legged frog, foothill yellow-legged frog, western spadefoot toad, and western pond turtle) prior to consideration of development plans for each village. Suitable habitat for these species includes intermittent and perennial streams, ephemeral ponds and stock ponds, and surrounding upland habitat.

If reptile or amphibian species of concern are present, management plans shall be prepared for each species which ensures the long-term habitat viability and residency of the species on the Diablo Grande site.

FEIR 281;12

Avoid areas where plant and wildlife species of special concern are located, such as in the vicinity of the prairie falcon eyrie, and develop specific mitigation measures where avoidance is not possible. Surveys for the potential presence of species of special concern will be required for the remainder of the site outside of Village 1 prior to the environmental review process for each village.

32. Development within the Oak Flat Valley shall be clustered to maintain some level portion of the valley for wildlife, particularly the southern portion of the site in the vicinity of the Indian Rock prairie falcon nest where development should be set back 1/4 mile from the prairie falcon eyrie.
33. Prepare and implement a management plan for the oak woodland present in the Phase 1 Area similar to the Overall Site.
34. Prepare and implement a management plan for the establishment and maintenance of riparian woodland along Salado Creek.
35. Road crossings should be made by the construction of bridges or oversized culverts which require no additional creek fill for their placement over Salado Creek pursuant to agency recommendations (see Overall Site Mitigation #3).
36. Mitigation for stock ponds and springs in the Phase 1 Area are similar to those discussed above for the Overall Site.
37. Prohibit further introductions of non-native warm water fishes and bullfrogs which prey on native amphibians.

38. Locate corridors within Oak Flat Valley to allow access to and through the valley by wildlife. Corridors shall be a minimum of 100 yards wide. The proposed golf courses could serve as corridors for wildlife. To provide an adequate connection between golf courses and the Conservation Areas, the open space areas in three locations could be expanded, including; 1) the areas north and south of the proposed golf club; 2) the area south of the proposed public services area and vineyard in the central portion of the valley; and, the area along Oak Flat Road, south of the proposed polo center.
39. Wildlife underpasses shall be constructed at regular intervals along the Oak Flat Parkway to reduce the number of road-kills, as discussed for the Overall Site above.
40. Implement mitigation to control exotic plants and animals as discussed for the Overall Site.
41. Implement mitigation measures to control pollutants as discussed for the Overall Site.
42. Plant species of special concern potentially present in the Phase 1 Area were not observed during surveys of the Phase 1 area. Follow-up surveys for the plant species of special concern shall be conducted prior to issuance of construction permits.
43. In areas of kit fox habitat along Oak Flat Parkway corridor and the primary access road, construct "underpasses" to allow kit fox to cross under rather than over the road to reduce the number of road-kills. The underpasses shall be a box culvert four feet by six feet in size spaced approximately every 1/4 mile. Culverts installed for other uses such as stream crossings are suitable for this purpose. Include roadside fencing in this area which will allow kit fox to pass through but will prevent predators such as coyotes from passing through.
44. Conduct endangered species consultation with the USFWS and DFG as Oak Flat Parkway and Primary Access Road would result in the removal of suitable kit fox habitat, and potentially form a barrier for the north-south movement of kit fox. The project should be required to comply with USFWS requirements for loss of kit fox habitat.
45. Mitigation for the loss of prey species important to predators is similar to the discussion for the Overall Site.
46. Prepare a management plan as discussed for the Overall Site. The three species of special concern potentially present in the streams and stock ponds present in the Phase 1 Area, including the California tiger salamander, California red-legged frog, and southwestern pond turtle, were not observed during surveys of the Phase 1 Area. Follow-up surveys for these species shall be conducted prior to issuance of construction permit. If these species are subsequently found, necessary mitigation measures will be taken to reduce the impacts to these species.
47. The rock outcrop present in the proposed Indian Rock park adjacent to the Phase 1 Area contains an active prairie falcon nest. Mitigation for this nest site would include; 1) the inclusion of the proposed Indian Rock Park area south of Oak Flat Road in the wildlife corridor between Village 1 and Villages 3 and 4; 2) prohibit the development of trails within this wildlife corridor; 3) prohibit public access to the corridor within one-quarter mile of the nest during the nesting season (March through August); 4) redesign the development plans to remove the proposed single

family units east and south of Oak Flat Road in the southeastern portion of Oak Flat Valley, in the vicinity of the proposed access road between Village 1 and Village 3; and 5) require a speed of 25 MPH maximum for the road between Village 1 and Village 3 located west of the nest site and provide for emergency parking only.

- FEIR 8;3 Setbacks of development of at least 100 feet from the major creek centerlines shall be adhered to. Deed restrictions shall be placed on all parcels containing creeks to preserve the minimum setback. The only exceptions to this rule will be for: (1) roadway purposes where a minimum setback of 50 feet shall be adhered to except at creek crossings, and only upon acquisition of all appropriate permits from the Corps of Engineers and the California Department of Fish and Game. For the purpose of this comment, "development" shall include fenced yards, landscaping, grading, paving, buildings, and any other construction or use which will degrade the value of the riparian corridor as determined by the Stanislaus County Department of Planning and Community Development; and (2) golf fairways and greens, where a minimum setback of 50 feet shall be adhered to.
- FEIR 28;8 Floristic surveys for all sensitive plant species identified in the EIR shall be prepared for each proposed development area prior to approval of any development in that area. If any sensitive species are found, disturbance of those species shall be mitigated by avoidance to the satisfaction of a qualified biologist to be retained by the County and funded by the applicant.
- FEIR 29;9 If a reptile or amphibian species of concern is found to be present, a management plan shall be prepared which ensures the long-term habitat viability and residency of the species on the Diablo Grande site. The management plan for this species should include:
1. Preservation of open space areas within the Diablo Grande site inhabited by spadefoot toads.
 2. Identification of sites which would expand or enhance spadefoot toad habitat by the construction of ephemeral breeding pools.
 3. Measures to minimize the effects of urban runoff on the Salado Creek breeding pools. This should include rerouting stormwater and other urban runoff so that it is discharged into the creek in the vicinity of the "Frog Pond."
- FEIR 29;9 A management plan for the western pond turtle should be prepared which would include:
1. Preservation of the "Frog Pond" and implementation of measures to maintain or enhance existing habitat conditions for all native aquatic reptiles and amphibians which use this pond.
 2. Design the access road so that the edge of the roadway easement is no closer than 100 feet to any portion of the pond.
 3. If this area is used for flood storage detention, design the necessary dam structure so that it does not disturb the existing dam face (i.e., construct downstream of the crest of the dam) and that no physical disturbance of the

detention basin area occurs.

4. Delete the housing study area immediately to the east of the pond to minimize human disturbance at the pond site.

E. CULTURAL RESOURCES:

1. *Applied only to larger project, no longer approved, Not Applicable*
2. *Applied only to larger project, no longer approved, Not Applicable*
3. To the extent feasible, the applicant should implement the following strategies to minimize impacts:
 - a) redesign portions of the project to avoid direct impacts;
 - b) cover prehistoric resources and sensitive portions of historic resources with one to two or more feet of fill to protect the resource;
 - c) build on the fill cover with no excavation below the fill deposit;
 - d) monitor all construction in covered or uncovered sensitive areas; and
 - e) Implement surface collection of significant data prior to construction, covering with fill, or other impacts.

In the event direct impacts to a resource are unavoidable, further data collection may be warranted, depending on the results of the test excavation evaluation. A monitoring program must be formulated and implemented during construction or other impact-producing activities at these sites.

4. The local community of Northern Yokuts should be contacted by the EIR consultant and the applicant to alert them of potential threats to both burial sites and probable ceremonial features such as pictographs and cupule rocks. Input from the Northern Yokuts on treating potentially disturbed burials in Locus 7 should be obtained.
5. **A monitoring program should be formulated prior to construction and implemented for all historic resources within Phases 2 through 4 Areas. All standing historic structures in Phases 2 through 4 shall be preserved or otherwise treated as recommended by the architectural historian.**
6. All prehistoric and historic sites identified in surface reconnaissance and archival research should be formally recorded on site record forms and trinomial site designations obtained from the Central California Information Center at Stanislaus State University in Turlock.
7. Locus 7 (CA-Sta-33)
 - a. Access to rock shelters where pictographs are present should be closed off with iron grills and fitted with gates. Keys or combinations should be available only to the applicant, their representatives, and access limited to members of the archaeological community, Native American community, and closely supervised educational groups.

b. Although slated for inclusion and "protection" in Indian Rocks Park, potential direct and secondary impacts are likely. Serious consideration should be given to redesignating the site and its immediate vicinity to an undisturbed, open space status. Ideally, it would be permitted to revert to a natural vegetation community with no signage or other source of attracting attention. Any planned educational use of the site could be reduced and reassigned to other prehistoric features not impacted by construction within the Phase 1 area, or those sites outside the Phase 1 area. These might include Locus 1, 2, or 3, or another of those as yet unidentified elsewhere in the remaining project area.

c. If public access to the Park must be part of the project plan, then all aspects of the General Recommendations discussed above must be applied to this site. These include surface collection, test excavation, covering of the site with sterile fill, and revegetation with native grasses or plants. Plantings of introduced plants and lawn are less desirable but acceptable alternatives. Any subsurface trenching below the fill deposits should be avoided. Subsurface disturbance for any reason should be monitored by an archaeologist.

Test excavation of one to two, one-meter by two-meter test units has been recommended in Locus 7 to provide data on the site as a record prior to any future impacts. The data would also serve as a comparative sample in discussing and evaluating the remaining prehistoric midden sites in the Phase I Area and elsewhere in the project area.

d. Periodic inspection of the site by an archaeologist or other trained full-time project inspector. Any human remains or artifacts brought up by rodents should be buried immediately where found. This procedure should be maintained in perpetuity.

8. Locus 9H

a. All standing historic structures at the Oak Flats Ranch shall be preserved or otherwise treated as recommended by the architectural historian.

9. Holman & Associates' preliminary recommendation concerning the historic cultural resource loci 47H and 48H is that the resources be formally recorded utilizing methodologies consistent with those used to record the cultural resources in the Phase I Area.

FEIR 232;6

Prior to issuance of any building permits to the entry area, the area must be systematically surveyed for cultural resources. When proposed development plans are available, the following should be conducted:

1. Conduct adequate cultural resources field studies and record all discrete site locations on state-approved site survey forms.
2. If necessary, conduct mechanical subsurface testing to determine the extent and depth of any cultural resource locations.
3. Stake all resource locations so that they can be accurately mapped by professional surveys.
4. Revise specific site plans to avoid sites.

5. If avoidance is not possible, evaluate the significance of each site and develop specific mitigation plans for each significant resource.

FEIR 266;12

POTENTIAL IMPACT

Direct and secondary impacts from grading, excavation, trenching, etc. may impact cultural and historic resources in future phases of development. (SM)

Direct and secondary impacts may occur to the following resources due to the development of the Phase 1 area. (SM)

Historic Resources:

- Locus 9H
- Locus 10H/11H/12H
- Locus 18H

Prehistoric Resources:

- Locus 7
- Locus 13
- Locus 14
- Locus 15

MITIGATION MEASURES

Prior to approval of future phases of development, and preliminary development plans, a complete evaluation of resources within each development area shall be undertaken and mitigation measures set forth.

Locus 9H:

All standing historic structures shall be preserved. If removal is necessary, treatment shall be as recommended by an architectural historian.

Locus 7:

Locus 7 shall be preserved as set forth in mitigation measure no. 7 on Page IV-162 & 163.

Loci 10H/11H/12H, 18H, 13, 14 & 15:

Final development plans shall precisely locate these loci, if within 300 feet of any proposed development. These plans shall be reviewed by the Planning Department to determine if any direct or secondary impacts to these resources are likely to occur. If so, an architectural historian, in the case of historic loci, or an archaeologist, in the case of prehistoric loci, shall be consulted, recommendations for protection, salvage, data retrieval, relocation, and/or other appropriate mitigation, of these resources shall be made and implemented. Efforts shall be made to avoid these resources if at all possible.

F. PUBLIC SERVICES AND UTILITIES:

WATER SUPPLY:

1. The long-term environmental impacts of the Yuba River water diversion and storage should be studied prior to approval of detailed supplies.
2. and
FEIR 268;18 The applicant shall establish a system of monitoring wells adequate to determine if the project would affect nearby wells. These could consist of existing wells. These wells shall be monitored as determined by the County Department of Environmental Resources, but not less than once a month, and any correlation with pumping by Western Hills Water District for Diablo Grande shall be noted. Monitoring wells shall be established prior to operation of Western Hills Water District wells. Monitoring results shall be provided monthly to the County Department of Environmental Resources.

3, and
FEIR 179;31

If groundwater levels at wells near the Marshall-Davis well sites decline by 10 percent or greater, and that decline can be reasonably correlated with increased pumping from the Marshall-Davis wells, Western Hills shall allocate their Salado Water District water to the impacted neighboring owners. Immediately upon drawdown occurring, the applicant shall fund the County's retaining of a hydrologic engineer to calculate the amount of surface water required annually to replace lost groundwater supplies and, if that quantity exceeds 275 AFY, the availability of additional replacement water shall be demonstrated to the County's satisfaction. But in no event shall Western Hills pump groundwater in excess of 1200 af, and such pumping shall remain subject to California law.

3a. Groundwater pumping at the Marshall-Davis wells for use at Diablo Grande shall terminate not later than five (5) years following the use of Marshall-Davis well water within Diablo Grande, except that pumping may occur in certain very limited situations described in the Specific Plan for Diablo Grande.

4. Because long-term water supplies beyond the five-year buildout have not been assured, residential development shall not be permitted unless the applicant can show to the County's satisfaction that adequate real water supplies have been made available, and that environmental impacts of those sources have been studied and mitigated per CEQA requirements.

5. Sludge produced by the water treatment plants should be properly contained, handled, and disposed of to avoid soil or groundwater contamination.

6. Water treatment plants should meet requirements of the Stanislaus County Department of Environmental Health, the American Water Works Association, and the California Department of Health Services.

7. The project applicant should demonstrate the project's conformance with County fire flow and water pressure requirements to the satisfaction of the West Stanislaus Fire Protection District and the County Fire Marshall. Required hydrant flows are specified in the recommended mitigation measures in the Fire Protection section for this EIR.

8. The project should be equipped with water conserving devices such as low-flow faucets, shower heads and toilets.

9. Drought-tolerant vegetation should be used in all landscaping to minimize irrigation requirements. The on-site nursery should specialize in native drought-tolerant species to ensure that replacement plantings maintain low irrigation requirements. Where possible, runoff should be channelled toward landscaped areas to further reduce the need for landscape watering and to promote groundwater recharge.

FEIR 356;19 In selecting drought-tolerant plant species for landscaping, native plant species shall be planted where possible, including on the golf courses.

SEWAGE DISPOSAL:

Overall Site:

1. Reclaimed water used for irrigation should be monitored to ensure that it meets the requirements of the California DOHS and the RWQCB.
2. and
FEIR 356;19 In the event that there is no concurrent irrigation demand, prior to discharge of excess reclaimed water into the creeks, the Stanislaus County Department of Environmental Resources, California DOHS, and RWQCB should confirm that no deleterious impacts would occur as a result of this release.
3. and
FEIR 174;16 A Community Services District shall be formed to provide the sewer service (or sewer service shall be provided by the Western Hills Water District). The District responsible for managing the wastewater treatment facilities should also oversee the funding for operation and maintenance of the entire project, once installed and operating. Stanislaus County should monitor collection and dispersment activities so as to ensure adequate funding of the District.

SOLID WASTE:

1. The project should conform to provisions of the County SRRE to reduce the amount of waste that is landfilled. Curbside pickup of recyclables and/or a collection facility for recyclables should be provided within the development.
 2. *Applied only to larger project, no longer approved, Not Applicable*
 3. *Applied only to larger project, no longer approved, Not Applicable*
- FEIR 173;10 The amount of waste from the project which requires landfilling should be minimized through source reduction, recycling, composting and other diversion mechanisms.
- FEIR 173;10 During construction, provisions should be made to remove recyclable material from the construction debris, inerts should be diverted to inert disposal sites or to recyclers, and so on.
- FEIR 173;10 The project should incorporate, to the extent possible, products which contain post-consumer recycled materials in the construction of utilities, parking lots, trash receptacles, benches, sound barriers, sign posts, traffic control stops, landscape timbers, fencing, building, and any other structures or amenities at the site.
- FEIR 173;10 Compost and soil amendments necessary for project landscaping should be obtained from permitted composting facilities which qualify for waste diversion credit, provided such landscaping material is available and meets specifications.
- FEIR 173;10 Space should be provided to facilitate the storage of recyclable material at businesses and multifamily dwellings.
- FEIR 173;10 The project proponent should work with representatives of the Solid Waste Management Division of the Stanislaus County Department of Environmental Resources, and Bertolotti Disposal on designs and systems that will facilitate collection of recyclables, yard trimmings, and refuse.

FEIR 174;14 As discussed in the mitigation measure immediately preceding, design of a collection system shall include possible installation of an on-site transfer station in the event that the reviewing agency and disposal service provider determine it to be necessary. If necessary, the site, location, permitted capacity, and operational capabilities shall be defined during collection system design.

FIRE PROTECTION:

The following mitigation measures are required or recommended by the WSFPD:

1. Hydrant spacing should not exceed 500 feet in residential areas and 300 feet in commercial/industrial areas.
2. Hydrant flows should be a minimum of 1,000 gallons per minute in residential areas and 2,500 gallons per minute in multiple residential, commercial, and industrial areas.
3. and
FEIR 71;1 Depending on the level of service required, an annual benefit assessment fee may be needed to cover expenses of day-to-day operations of the WSFPD. This will be determined through discussions between the project proponent and the WSFPD. The developer should pay the Fire District's standard fire service impact fee. If the District adopts a standard annual benefit assessment fee, Diablo Grande should pay a fair share of that fee, to be negotiated with the District.
4. Automatic fire sprinklers should be installed in commercial buildings. The WSFPD also recommends the fire sprinklers be installed in the residences, which may reduce the personnel required to provide fire protection to the site.
5. To provide adequate two-way communication for emergency response vehicles, a communication system should be retrofitted on the existing equipment and another should be placed on an additional tower overlooking the site (at Mike's Peak).

The following mitigation measures are recommended by this EIR:

6. Road widths, road grades, and turnaround radii should be adequate for emergency equipment.
 7. Wildfire fuel reduction prescriptions should be adhered to as outlined in the Land Use section of this EIR.
- FEIR 71;1 The project should comply with all local, county, and state requirements on building and fire safety standards.
- FEIR 149;1 An emergency vehicle access road should be provided before any building permits are filed on the Phase 1 area.
- FEIR 149;2 Adequate space at the helistop should be reserved for emergencies at all times.
- FEIR 149;3 The landscape buffer zone types and maintenance responsibilities should be approved and in operation before combustible construction starts.

FEIR 358;26 The project proponent should either provide all required fire protection
FEIR 365;34 improvements (including fire stations) as determined by the WSFPD, or pay the applicable Capital Facilities Fees to cover facilities and equipment which are not provided on site by the project proponent. The timing of payment of fire service fees and/or construction of new facilities should be phased in cooperation with concurrent cumulative projects.

POLICE PROTECTION:

The following mitigation measures are recommended by the Stanislaus County Sheriff's Department:

1. Access roads should be year-round all weather roads with access to Interstate 5.
2. A study should be conducted to determine what equipment would provide proper communications.

The following additional mitigations are recommended by this EIR:

3. Access, lighting, and other crime prevention measures should be included as part of final development plans. Parking areas, pathways, and the common areas should be lighted to provide maximum visibility.
4. Residents who intend to incorporate alarm systems into their homes should, from the outset, be advised of Sheriff's Department and Communications Department policies and asked to consult with the representatives of these two departments prior to installation.
5. Road widths, road grades, and turnaround radii should be adequate for emergency equipment.

FEIR 365;34 The timing of payment of police service fees and/or construction of new facilities should be phased in cooperation with concurrent cumulative projects.

MEDICAL: (page IV-194)

The following mitigation is proposed by the applicant:

1. Diablo Grande will make space available at its Public Safety Center for an emergency medical vehicle.

The following mitigations are recommended by the Patterson Hospital District:

2. and
FEIR 216;2 A formal financing mechanism (i.e., special or Mello-Roos district) should be formed to pay for an appropriate percentage of total expansion expenses incurred by the Patterson Hospital District to accommodate new demand for hospital services resulting from the proposed project, including an on-site paramedic station. The details of this funding mechanism should be worked out between the applicant and the Hospital District. It should be noted that the County Board of Supervisors would be responsible for resolving any differences between the applicant and the Hospital District as to the appropriate fees for the project.

3. If a special district is not formed, the project applicant should pay an appropriate developer fee to be determined in negotiations with the Patterson Hospital District and commensurate with Diablo Grande's impact on the District, or show to the County's satisfaction that other hospital facilities are adequate to meet the project's needs.

The following mitigation measures are recommended by this EIR:

4. Road widths, road grades, and turn-around radii should be adequate for emergency equipment.

FEIR 140;1 The applicant shall follow recommendations contained in *Vector Prevention in Proposed Developments: Guidelines, Standards, and Checklists*, February 1986. This will enable the Turlock Mosquito Abatement District to survey and control mosquitos and ticks within the project site. However, care shall be taken to ensure that measures to control mosquito and tick populations do not result in health impacts on other wildlife.

PUBLIC SCHOOLS: (page IV-198)

1. and
FEIR 113;1 The County Board of Supervisors shall consider the sufficiency of the developer fees for provision of school facilities based on the information provided by the applicant and the Newman-Crows Landing Unified School District. If the Board determines that fees in addition to statutory fees are required, and such fees do not violate statutory limitations, then the developer shall pay additional fees as determined to be appropriate by the Board. If the Board determines that additional fees are necessary, but such fees are legally prohibited, then the developer shall pay the statutory per square foot fees for financing new school construction, and the Board may consider the project's impacts on schools to be unmitigable.

The County Board of Supervisors shall revisit the issue of the adequacy of school impact fees paid by developers after completion of Phase 1 of the proposed project. At that time, resolution of the disagreement between the applicant and the Newman-Crows Landing Unified School District shall be based on actual demographic characteristics of Phase 1 residents, and statutory fee requirements/limitations in effect at that time.

FEIR 114;3 In-lieu of fees, the developer may construct schools to the District's specifications. The enrollment capacity and acreage of schools constructed by the developer should conform to District and State standards. Locations of schools shall be determined in conformance with these standards.

FEIR 365;34 The timing of payment of school fees and/or construction of new facilities should be phased in cooperation with concurrent cumulative projects.

3. The construction of new school facilities should be phased in accordance with the construction of Phases 1 through 4 of the proposed project.

FEIR 115;11 Final project approval should be contingent upon acceptance of all the school-related mitigation measures by the District.

PARKS AND RECREATION SERVICE:

The following mitigation measures are recommended by the Stanislaus County Parks and Facility Department (Bob Gregory, 1992):

1. Neighborhood parks shall be located within two to three blocks of the area they serve and shall be about seven acres.
 2. Community parks shall be located within two and a half miles of the area they serve and shall be 25 to 30 acres.
 3. Restrooms are recommended for neighborhood parks and required for community parks.
- FEIR 59;1 The Diablo Grande Community Services District should operate and maintain the parks with recreation facilities within the site.

GAS AND ELECTRICITY:

1. The project proponent shall be financially responsible for expansion of facilities and extensions.
 2. and
FEIR 267;14 Residences shall incorporate energy efficient design standards in compliance with State and local standards.
- FEIR 185;1 Gas and electrical facilities needs shall be identified and developed prior to approval of building permits.
- FEIR 185;4 The developer should obtain a consent agreement from Pacific Gas and Electric Company prior to issuance of any permits for development within any PG&E easements.

COMMUNICATIONS: (page IV-205)

1. The project proponent shall be financially responsible for expansion of facilities and extensions.

G. VISUAL RESOURCES:

1. Final site, landscaping, and grading plans shall be sensitive to on-site landforms and features which provide the site with its visual impressions, including its rolling topography, ridgelines, clusters and specimen trees, riparian drainageways, and rock outcroppings. To maintain the integrity of the existing landscape, the project landscape plan must incorporate the elements of the existing vegetation in terms of size, color, and texture, so that new vegetation would eventually blend in with the existing indigenous species. Screening vegetation must be strategically placed. Architectural detailing shall include sensitive choices of texture, paint color, and/or wood finish to help integrate project development into the landscape.

2. To mitigate future visual impacts of the Oak Flat Parkway, any future proposals to the County adversely affecting the viewshed of Oak Flat Road shall address the heightened perception of public concern due to build-out of the Diablo Grande project.
3. To protect the visual quality of the expansive areas of open space east of Oak Flat Parkway, the four development areas in Phase 1 east of Oak Flat Parkway shall be given special treatment to ensure that significant oak cover is not removed, and that bases of the adjoining hills are contoured or feathered to retain a natural appearance.
4. To avoid impacts associated with the most prominent project buildings, photomontage or CADD graphics simulations shall be prepared to the satisfaction of the Planning Director showing the town center, shopping area and/or other structures from key viewpoints. Final plans shall incorporate any mitigation measures resulting from these montages.

FEIR 43;15 The I-5 corridor near the project area is a designated Scenic Highway. Final project plans for activities potentially within the viewshed of the corridor (i.e., Oak Flat Parkway in the vicinity of I-5) must address visual quality issues. All potential visual impacts to the I-5 corridor should be reduced by utilizing setbacks, landscaping, and/or vegetative screening to be approved by the County Public Works Department.

H. TRAFFIC:

Consistent with the results of the traffic impact analysis, mitigation measures for overall site development are presented for three scenarios: 1) existing plus project, 2) cumulative without Lakeborough plus project, and 3) cumulative with Lakeborough plus project.

Existing Plus Project

- a. Crows Landing Road from Highway 33 to north of Grayson Road should be widened to four lanes.
- b. Highway 33 between Crows Landing Road and Stuhr Road should be widened to four lanes.
- c. Carpenter Road north of Grayson Road should be widened to four lanes.
- d. The I-5 Southbound/Sperry Road intersection should be signalized, as well as improved to provide a southbound shared through-left turn lane and a southbound right turn lane.
- e. The I-5 Northbound/Sperry Road intersection should be signalized.
- f. The project access road between Del Puerto Canyon Road and Oak Flat Road should be constructed as a four lane roadway.
- g. Oak Flat Road should be widened to four lanes.

Cumulative Without Lakeborough Plus Project

The following measures would be required to mitigate the incremental impact associated with development of the Diablo Grande project. These measures are in addition to any other improvements which would be required to ameliorate cumulative development impacts.

- a. I-5 should be widened to six lanes.
- b. Ward Avenue south of Oak Flat Road should be widened to four lanes.
- c. Fink Road east of Ward Avenue should be widened to four lanes.
- d. Carpenter Road between West Main Street and Crows Landing Road should be widened to four lanes.
- e. The I-5 Southbound/Sperry Road intersection should be improved to provide an additional eastbound through lane, a separate westbound left turn lane, and a separate westbound through lane.
- f. The Sperry Road/Ward Avenue intersection should be improved to provide an additional northbound through lane.
- g. The Ward Avenue/Marshall Road intersection should be improved to provide an additional northbound through lane, a separate southbound left turn lane, and a separate southbound through lane.
- h. The Ward Avenue/Oak Flat Road intersection should be signalized and improved to provide two northbound through lanes, a northbound left turn lane, an additional southbound through lane, and separate eastbound left and right turn lanes.
- i. The I-5 Southbound/Ward Avenue intersection should be signalized.
- j. The I-5 Northbound/Ward Avenue intersection should be signalized.
- k. The project access road between Del Puerto Canyon Road and Oak Flat Road should be constructed as a four lane roadway and Oak Flat Road should be widened to four lanes.

Cumulative With Lakeborough Plus Project

The following measures would be required to mitigate the incremental impact associated with development of the Diablo Grande project. These measures are in addition to any other improvements which would be required to ameliorate cumulative development impacts.

- a. The I-5 Southbound/Sperry Road intersection should be improved to provide an additional eastbound through lane.
- b. The I-5 Northbound/Sperry Road intersection should be improved to provide a second eastbound left turn lane.
- c. The I-5 Southbound/Ward Avenue intersection should be improved to provide a

southbound shared through-left turn lane and a southbound free right turn lane.

- d. The I-5 Northbound/Ward Avenue intersection should be improved to provide an additional eastbound through lane and an additional westbound through lane.
- e. The project access road between Del Puerto Canyon Road and Oak Flat Road should be constructed as a four lane roadway.
- f. Oak Flat Road should be widened to four lanes.

Patterson Southern Bypass Expressway

The Patterson General Plan recommends the construction of a new southern bypass expressway. The General Plan did not provide peak hour traffic projections for the new facility. Further, the exact location of the road is subject to further study. For the Diablo Grande traffic assessment, all of the cumulative traffic generated at I-5 and Sperry Road was assumed to use the Sperry Road/Ward Avenue intersection. If the bypass is constructed, some of the Diablo Grande traffic which has been assigned to this intersection would be diverted to the expressway. This would reduce the project impacts at Sperry Road and Ward Avenue and therefore produce different turning volumes and resulting turn lane requirements.

On-Site Mitigation Measures

The following on-site mitigation measures are recommended. While not based upon technical findings, they represent reasonable requirements based upon professional judgement, experience and standard engineering practice.

Oak Flat Road within the site can be four-lanes as shown on the Specific Plan; however, the following traffic control measures should be used:

- 1. Stop sign controls at all major intersections should be provided on all approaches.
- 2. Driveway access and egress should be restricted for a distance of at least 100 feet from the curb return tangents at all intersections.
- 3. All major intersections at the Town Center and Shopping areas should provide adequate exit storage lane capacity. (Parking lot circulation should restrict access from parking lot traffic to the exiting segments to provide any required vehicle storage.)
- 4. Emergency vehicle access should be provided.
- 5. Access to the project is required along Oak Flat Road with a four-lane road, through the Lakeborough project via a two-lane arterial, and to Stuhr Road via Orestimba Road via a two-lane arterial.
- 6. All major collector streets should provide capacity for center two-way left turn lanes and left turn storage lanes at intersection approaches.
- 7. Residential and recreational parking demand should be met off-street with no parking provided along major collector roadways. Parking along minor collectors fronting on residential property can be allowed.

8. Consideration should be given to restricting direct driveway access to all major arterial, major collector and minor collector roadways. Back-lot treatments if feasible should be encouraged.
9. The I-5 Southbound/Sperry Road intersection should be signalized.
10. Oak Flat Road should be widened to four lanes prior to 75 percent of Phase I development (700 peak hour trips), as determined to be warranted by traffic studies.

FEIR 41;4 The County will condition the project for additional environmental review when either of the following occurs.

- The project traffic on the new frontage roadway connector between Oak Flat Road and Del Puerto Canyon Road reaches 750 vehicles per hour, or
- The peak hour level of service on the new connector roadway between Oak Flat Road and Del Puerto Canyon Road or at the intersection of Sperry Road and SB I-5 operate below a level of service "C" at a volume to capacity ratio of 0.77 (77 percent of capacity).

FEIR 42;7 The project sponsor shall develop and gain Caltrans approval of a Project Study Report (PSR) for all project related mitigation measures within Caltrans jurisdiction. The timing of the PSR shall be determined by Caltrans and the County Department of Public Works.

FEIR 44;20 A specific list of Diablo Grande off-site improvements and/or percent contribution to roadway projects be included in the final set of project conditions. This list should be revisited at the completion of all project phases and tentative map approvals.

FEIR 89;5 To reduce the number of vehicle trips in and around the project site the following mitigation measure applies to the overall project and Phase I:

- The applicant and county transit providers shall assess the feasibility of extending existing transit service to the project site. Should system expansion be determined to be feasible, the applicant and county transit providers shall coordinate transit service and facilities to the site. The applicant shall be responsible for funding installation of transit facilities, such as bus waiting areas and bicycle paths.

FEIR 157;5 The following are potential conditions of approval rather than specific project impacts and assessment. However, the following suggested project conditions are provided for use by the Stanislaus County staff.

- Roadways and intersections should be designed using County and if appropriate Caltrans design standards.
- The project sponsor will be required to enter into a development agreement with Stanislaus County. The agreement should detail any project requirements associated with utility relation, pavement and shoulder widening, bridge and culvert alignments and design criteria.

- The project proposes a number of emergency vehicle connections. However, the exact location of these facilities is not currently defined. As part of the tentative maps for the project, provision for emergency access connections will be required. The project sponsor will develop all emergency access facilities such that all design requirements for response times, street design (including width of travel lanes, grades and surface condition) and intersection connections to County roadways are consistent with all appropriate jurisdictional policies and guidelines."

I. AIR QUALITY:

1. Dust and other air pollutant emissions related to construction shall be reduced by:
 - Retarding engine timing on diesel-powered equipment to reduce NO_x emissions. Maintaining existing gasoline-powered equipment in tune per manufacturers instructions.
 - Developing a comprehensive construction activity management plan to minimize the amount of large construction equipment operating during any given time period.
 - Sufficiently watering all excavated or graded material.
 - Ceasing all clearing, grading, earth-moving, or excavation activities when wind speed exceeds 20 mph.
 - Sufficiently watering or securely covering all material transported off-site.
 - Minimizing the area disturbed by clearing, grading, earth-moving, or excavation operations.
 - Seeding and watering all inactive portions of the construction site until cover is grown.
 - Planting or paving portions of the site upon which work is complete.
 - Treating all internal roadways and the equipment storage areas with chemical suppressant.
 - Limiting vehicle speed to 15 mph in unpaved areas.
 - Sweeping adjacent streets as needed to remove accumulated silt.
2. The most effective means of reducing ozone precursor emissions from motor vehicles would be to reduce the number of vehicle trips generated by Diablo Grande. A list of such Transportation Demand Management (TDM) strategies would include:
 - Develop a transportation plan that would promote the use of, and offer incentives for, ridesharing and transit. This plan should be developed prior to occupancy of any Phase 1 uses.
 - Appoint an on-site Transportation Coordinator to coordinate and implement

FEIR 90;6

employee and resident transportation programs, and the Diablo Grande transit system.

- Provide a link to existing regional mass transit systems and subsidize employee and resident purchase of transit passes.
 - Establish an on-site transit system.
 - Promote the use of low-emission (e.g., natural gas fueled) or no-emission (e.g., electric powered) vehicles on-site.
 - Promote bicycle use for on-site travel and establish bicycle routes and storage facilities.
- FEIR 106;3
- Provide preferential parking for employees who rideshare while commuting to the project site.
 - Provide on-site eating, banking, and postal service facilities at major employment centers on the project site.
 - Facilitate the reduction of vehicular travel by planning a utility infrastructure adequate to support high-capacity electronic communications system links.
3. Reducing ozone precursor emissions from stationary sources on the site by implementing the following measures:
- FEIR 106;3
- Install low-emitting, EPA-certified fireplace inserts and/or wood stoves or natural gas fireplaces.
 - Provide natural gas lines or electric outlets to backyards to encourage use of natural gas or electric barbecues.
 - Provide low NO_x emitting and/or high efficiency water heaters.
4. Any on-site commercial or industrial use which may emit significant quantities of criteria or toxic pollutants shall operate under SJVUAPCD permit. SJVUAPCD and State rules governing the application and use of pesticides shall be followed.

J. NOISE:

Construction Noise Impacts

1. Construction activities should be limited to 7 AM to 7 PM on weekdays and prohibited on weekends in order to minimize disruption to nearby residential neighborhoods.
2. Procedures with the highest noise potential should be scheduled for the times when the ambient noise levels are highest (i.e., during peak commute hours).
3. The contractor should be required to employ the quietest among alternative equipment or be muffled to control noise from available equipment.
4. Noisy operations should be performed off-site or on portions of the site distant (at least 1,000 feet) from residential neighborhoods.

Operational Impacts

5. As roadway widening and enlargement projects occur from this project and other cumulative development, roadway noise levels would increase audibly over the next 20 years. The widening of roadways and other capacity improvements would, for the most part, contribute to the worsening of the noise environment by promoting larger and faster traffic flows. To alleviate noise impacts, the project applicant, together with all other new developments which would generate new traffic on the road system, should contribute a share toward mitigating noise increases on adjacent insufficiently shielded sensitive receptors. The exact impacts, mitigation, and applicable contributions would have to be determined by acoustic study on a case-by-case basis at the time that roadway improvements are proposed, and should be determined in future environmental review of roadway improvement projects.

SUMMARY OF RESPONSES FOR ENVIRONMENTAL REVIEW REFERRALS

**PROJECT: SPECIFIC PLAN AMENDMENT APPLICATION NO. PLN2015-0123 -
DIABLO GRANDE 2016**

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							
CA DEPT OF FORESTRY (CAL FIRE)	X		X		X							
CA DEPT OF TRANSPORTATION DIST 10	X		X		X							
CA DEPT OF WATER RESOURCES	X		X		X							
CA OPR STATE CLEARINGHOUSE	X		X	X				X				
CA RWQCB CENTRAL VALLEY REGION	X		X	X				X		X		X
CEMETERY DISTRICT	X		X		X							
CITY OF: Patterson & Newman	X		X		X							
COOPERATIVE EXTENSION	X		X		X							
FIRE PROTECTION DIST: West Stanislaus	X		X	X				X		X		X
HOSPITAL DISTRICT: Del Puerto	X		X		X							
IRRIGATION DISTRICT: Turlock	X		X		X							
MOSQUITO DISTRICT: Turlock	X		X		X							
MT VALLEY EMERGENCY MEDICAL	X		X		X							
PACIFIC GAS & ELECTRIC	X		X		X							
POSTMASTER: Patterson	X		X		X							
SAN JOAQUIN VALLEY APCD	X		X		X							
SCHOOL DISTRICT 1:Newman/Crows Landing	X		X		X							
STAN CO AG COMMISSIONER	X		X		X							
STAN CO BUILDING PERMITS DIVISION	X		X		X							
STAN CO CEO	X		X		X							
STAN CO DER	X		X		X							
STAN CO ERC	X		X		X							
STAN CO FARM BUREAU	X		X		X							
STAN CO HAZARDOUS MATERIALS	X		X		X							
STAN CO PARKS & RECREATION	X		X		X							
STAN CO PUBLIC WORKS	X		X	X		X				X		X
STAN CO SHERIFF	X		X		X							
STAN CO SUPERVISOR DIST 5: DeMartini	X		X		X							
STAN COUNTY COUNSEL	X		X		X							
StanCOG	X		X		X							
STANISLAUS FIRE PREVENTION BUREAU	X		X		X							
STANISLAUS LAFCO	X		X		X							
SURROUNDING LAND OWNERS			X									
TELEPHONE COMPANY: Frontier	X		X		X							
TRIBAL CONTACTS (CA Government Code §65352.3)	X		X		X							
US ARMY CORPS OF ENGINEERS	X		X		X							
US FISH & WILDLIFE	X		X		X							
WATER DISTRICT: Western Hills	X		X		X							

- A. SPECIFIC PLAN AMENDMENT APPLICATION NO. PLN2015-0123 – DIABLO GRANDE 2016** – Request to modify the Diablo Grande Specific Plan text and Phase I Preliminary Development Plan to reflect current site conditions, refine development standards, increase development density, and utilize the 15 percent unit shift between villages, to increase the number of permitted residential units from 2,017 to 2,354. The 2,250± acre project site is in the Diablo Grande Community located 10 miles southwest of the City of Patterson. The Planning Commission will consider an Addendum to the previously certified Environmental Impact Report. APN: Book 025, Index B, C, & D.
 Staff Report: Rachel Wyse, Senior Planner, Recommends **APPROVAL**
 Public hearing opened.
OPPOSITION: None.
FAVOR: Dave Romano, Engineer, 1034 12th Street, Modesto, CA; Valerie Swiderski, 9100 Morton Davis Drive, Patterson, CA; William Ross, Attorney, West Stanislaus County Fire Protection District, 400 Lambert Avenue, Palo Alto, CA
 Public hearing closed.
 Blom/Yamamoto (6/0) **RECOMMENDED APPROVAL TO THE BOARD OF SUPERVISORS AS OUTLINED IN THE STAFF REPORT**

EXCERPT

PLANNING COMMISSION MINUTES

Signature on file. _____

Angela Freitas, Secretary

May 5, 2017 _____

Date

Rachel Wyse - Fwd: Plan Application No. PLN2015-0123 Diablo Grande

From: Planning Planning
To: Wyse, Rachel
Date: 4/6/2017 4:47 PM
Subject: Fwd: Plan Application No. PLN2015-0123 Diablo Grande
Attachments: WHWD 11-14-2014.pdf

-- -- -- Let Us Know How We Are Doing -- -- --

Please take a moment and complete the Customer Satisfaction Survey by clicking on the following link:

<http://www.co.stanislaus.ca.us/SurveyChoice.htm>

>>> "Fred Fowler" <fredgpi44@gmail.com> 4/6/2017 4:36 PM >>>
Dear Stan County Planning:

In response to your letter of March 24, 2017, We are concerned about this expansion in our community related to water consumption. We have lost the Legends Golf Course due to water availability. The quality of our home water has cost us thousands of dollars for in-house water purification. Our suspicion is additional homes will not improve this situation. Please see the attached letter from Western Hills Water District. Our understanding is that WHWD (Western Hills Water District) purchases water from Kern County via the aqueduct and four pump stations to bring the water up the hill for the current facilities. The Legends Golf Course had water pipes for the course but no sewer for new homes.

Thank you for your attention to this homeowner concern. F&S.

Fred & Sherry Fowler
9161 Panoz Ct.
Patterson, CA 95363
[209-892-9262](tel:209-892-9262) – Home
[209-480-9089](tel:209-480-9089) – Sherry Cell
[650-906-4695](tel:650-906-4695) – Fred Cell
sixspeedlady6@gmail.com
fredgpi44@gmail.com



9501 MORTON DAVIS DRIVE, BLDG B
PATTERSON, CA 95363

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.

Diablo Grande Water System has levels of Disinfection Byproducts Above Drinking Water Standards

Our water system recently failed a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what you should do, what happened, and what we are doing to correct this situation.

We routinely monitor our water system for the presence of drinking water contaminants. Testing results from October 17, 2013 to July 24, 2014 show that our system exceeded the standard or maximum contaminant level for Total Trihalomethane [TTHM]. The maximum level for TTHM is 80 parts per billion. It is determined by the Locational Running Annual Average [LRAA] of samples collected at each sampling location, quarterly, over past 12 months. The LRAA levels of TTHM samples collected at two sample locations were 106 parts per billion and 102 parts per billion.

What should I do?

- **You do not need to use an alternative (e.g. , bottled) water supply.**
- This is not an immediate risk. If it had been, you would have been notified immediately. However, *some people who use water containing trihalomethanes in excess of the MCL over many years may experience liver, kidney, or central nervous system problems, and may have an increased risk of getting cancer.*
- If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

What happened? What was done?

WHWD Operations Staff are trying a variety of techniques to try to control the TTHM levels. Most of these involve adjusting or adding chemical feeds to the water treatment process. We have dropped in coming raw water pH using acid, and have added more filter media to filters 1 and 2. Operations staff have also tried adding hydrogen peroxide to the raw water to reduce TTHM formation. We are now studying a capital improvement project at the Zone 3 Tank to help eliminate TTHM levels.

While the State of California has provided the Water District until 2017 to remedy this situation, we believe it's critical to resolve this in the coming year of 2015. To accomplish this, we are commencing immediately with the process of identifying and selecting a qualified engineering contractor to design and build the necessary treatment plant upgrades so we can move forward with the purchase and installation of the key equipment in a timeframe much faster than mandated by the State.

For more information, please contact Ron Demmers at (209) 895-9493 or at the following mailing address 9501 Morton Davis Drive, Patterson, CA 95363.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Secondary Notification Requirements

Upon receipt of notification from a person operating a public water system, the following notification must be given within

10 days [Health and Safety Code Section 116450(g)]:

- **SCHOOLS:** Must notify school employees, students, and parents (if the students are minors).
- **RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS** (including nursing homes and care facilities): Must notify tenants.
- **BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS:** Must notify employees of businesses located on the property.

This notice is being sent to you by the Diablo Grande water system.

April 6, 2017

Stanislaus County Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354

RE: Notice of Public Hearing Specific Plan Amendment Application No. PLN2015-0123 – Diablo Grande
2016

Dear Planning Commission Members,

I am an owner in DG since 2005. Unable to attend the public hearing this evening, I am providing a letter to ask that the commission take into consideration the following:

We were sold on this Golf Course community and open space offering larger lots and custom homes surrounding. This new plan sadly insures the golf course will never be resurrected and open space will be removed, putting homes below the ridgelines and condensed into one area. The direction of this community is moving a much different direction and appears no plans will be implemented as per the specific plan and the desirability of this community may suffer along with appeal and home values.

How can we be sure we will not be subjected to another detrimental blow to this community by increasing units that will take needed water to sustain the golf course resulting in another closure? The water district informed the residents here that due to the drought the Legends Course was necessary to be closed for lack of water. **Have there been any plans put forth for water storage in the community besides the water banking program where water is not stored here?** Having to pump our water up hill with no local water storage to access and subjected to limited allocations by the state, is this being addressed? **If users increase by 15% or 337 units over the 2017 units approved, how will this development be able to sustain all homes and retain the golf course still open?**

Can the county verify when Diablo Grande will be getting the Fire Department? We were told when we purchased the maximum number of homes was 500 without the Fire Department. With one way in and out, it seems an important facility in the mountains as we have had two substantial fires since we've lived here.

Has the impact of an additional 337 homes for emergency evacuation been considered?

While I would like to see this community thrive in a sense of amenities and completion of the specific plan, I am concerned of any changes given that our initial infrastructure is still not completed, fire and emergency services has not moved forward and water has been a tremendous issue here.

Sincerely,

Julie Davis
20180 Panoz Road

Received during
5/16/17 Public Hearing
DK

May 12, 2017

Honorable Board Chairman Chiesa
Members of the Board of Supervisors
Stanislaus County
1010 10th Street, Ste. 6500
Modesto, CA 95353

Dear Chairman Chiesa and members of the Board of Supervisors,

As a longtime resident of Diablo Grande who has served on the Resident Owners Association Board of Directors for four years, I want you to know that my wife, Carol Stirling-Grace, and I support the application to amend the Diablo Grande Specific Plan.

We realize that the changes proposed reflect the input from Diablo Grand residents, changing consumer demands/demographics, and new environmentally sensitive and sustainable land use planning and development practices designed to increase open space by clustering new development.

We also recognize that the Diablo Grande Specific Plan has not been amended in over 10 years, and therefore, the time is right for logical revisions to be approved. We support the fact that the amendment package before you does not completely rewrite of the Specific Plan, but is an update designed to retain the original vision for Diablo Grande yet with a "right-sizing" of key amenities and facilities to better reflect the current character of the community. With that, we acknowledge that revisions noted will allow development of lands uses within the Phase 1 Preliminary Development Plan for Oak Flat Village, however these revisions will fall within the authorized 15% range identified in the Specific Plan and the Environmental Impact Report for lot increase or decrease, while providing land uses and designations consistent with the current market analysis and the expected buyer profile. We are amazed that the original Diablo Grande land plan has not been updated in more than 25 years.

Thank you for your consideration of the applicant's Specific Plan amendment proposal and request. Please be assured that the changes proposed reflect in-depth input from community residents. These changes have been vetted through a comprehensive process involving numerous open houses, town meetings, one-on-one discussions, neighborhood coffees, and on-line information exchange opportunities through a dedicated website.

Carol and I are confident that, through the implementation of the proposed amendments in the Diablo Grande Specific Plan, new land uses can be introduced into the community which will help it evolve and thrive over the coming years. Thank you.

Sincerely,



John Grace

SPA PLN2015-0123

DIABLO GRANDE 2016

**Board of Supervisors
May 16, 2017**



Background

- 1992 Specific Plan
 - 5 Villages, resort complex
 - 29,500 acres; 6 golf courses; 5000 homes
- 1999 Specific Plan
 - Oak Flat Village (Phase I PDP)
 - 2,300 acres; 2 golf courses; 2000 homes

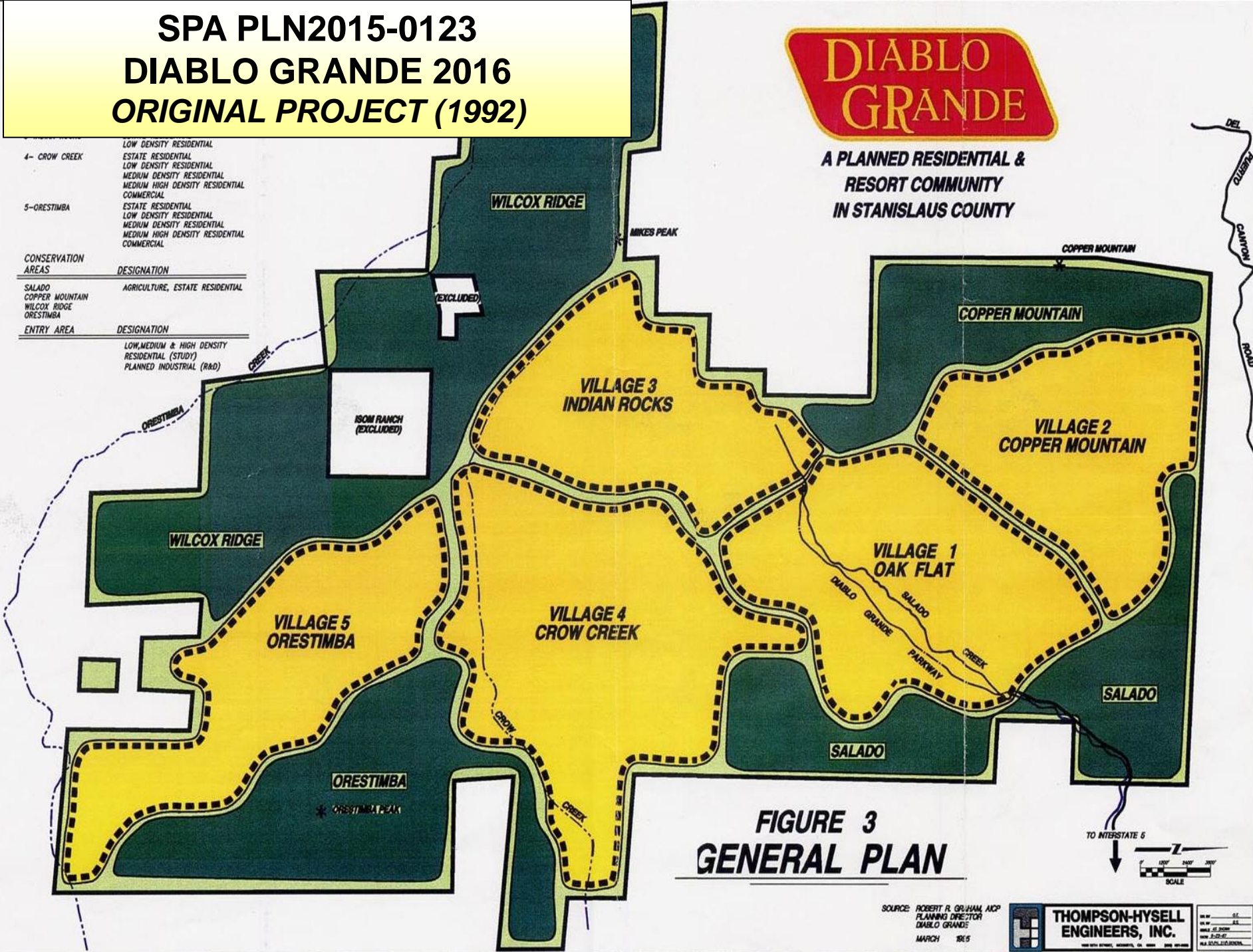


SPA PLN2015-0123 DIABLO GRANDE 2016 ORIGINAL PROJECT (1992)



A PLANNED RESIDENTIAL &
RESORT COMMUNITY
IN STANISLAUS COUNTY

4- CROW CREEK	LOW DENSITY RESIDENTIAL ESTATE RESIDENTIAL LOW DENSITY RESIDENTIAL MEDIUM DENSITY RESIDENTIAL MEDIUM HIGH DENSITY RESIDENTIAL COMMERCIAL
5- ORESTIMBA	ESTATE RESIDENTIAL LOW DENSITY RESIDENTIAL MEDIUM DENSITY RESIDENTIAL MEDIUM HIGH DENSITY RESIDENTIAL COMMERCIAL
CONSERVATION AREAS	DESIGNATION
SALADO	AGRICULTURE, ESTATE RESIDENTIAL
COPPER MOUNTAIN	
WILCOX RIDGE	
ORESTIMBA	
ENTRY AREA	DESIGNATION
	LOW, MEDIUM & HIGH DENSITY RESIDENTIAL (STUDY) PLANNED INDUSTRIAL (R&D)



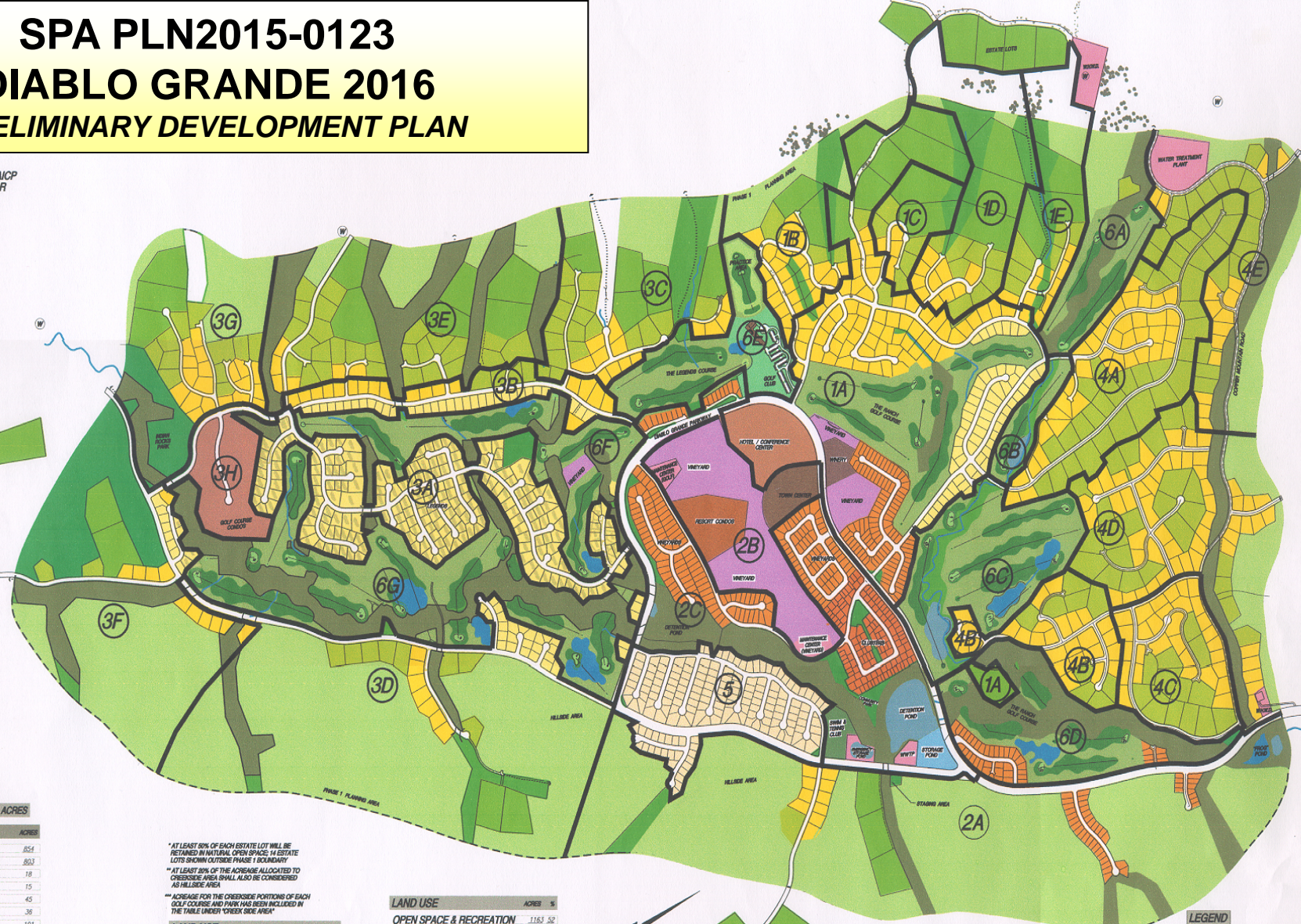
**FIGURE 3
GENERAL PLAN**

SOURCE: ROBERT R. GRUHAM, ACP
PLANNING DIRECTOR
DIABLO GRANDE
MARCH 1985

	THOMPSON-HYSELL ENGINEERS, INC.	SHEET NO. 01 OF 02 DATE: 03/85 DRAWN BY: J.S.P. CHECKED BY: J.S.P.
	100' 200' 300' SCALE	
	TO INTERSTATE 5 	
	100' 200' 300' SCALE	

SPA PLN2015-0123 DIABLO GRANDE 2016 PRELIMINARY DEVELOPMENT PLAN

SOURCE:
ROBERT R. GRAHAM, AICP
PLANNING DIRECTOR
DIABLO GRANDE
MAY 2002



PHASE 1 PLANNING AREA = 2250 ACRES

LAND USE	ACRES
RESIDENTIAL	854
SINGLE FAMILY	803
PLANNED DEVELOPMENT	18
PATIO HOMES	15
R-5	45
R-8	36
R-10	101
R-20	209
R-40	221
ESTATE (3 AC. MIN.)*	204
MULTIPLE FAMILY - CONDOS	22
RESORT	9
GOLF COURSE	20
TOWN CENTER	N.A.
PUBLIC FACILITIES	22
WATER TREATMENT	18
MAINT. CENTER	4

*AT LEAST 80% OF EACH ESTATE LOT WILL BE RETAINED IN NATURAL OPEN SPACE. 14 ESTATE LOTS SHOWN OUTSIDE PHASE 1 BOUNDARY.

**AT LEAST 80% OF THE ACRES ALLOCATED TO CREEKSIDE AREA SHALL ALSO BE CONSIDERED AS HILLSIDE AREA.

***ACRES FOR THE CREEKSIDE PORTIONS OF EACH GOLF COURSE AND PARK HAS BEEN INCLUDED IN THE TABLE UNDER "CREEKSIDE AREA".

LAND USE	ACRES	%
EMPLOYMENT AREAS	39	2
HOTEL/CONF. CENTER	14	
TOWN CENTER	7	
WINERY	3	
GOLF CLUB	12	
TENNIS CLUB	3	
ROADS	187	8
PARKWAY (80' R.O.W.)	21	
OTHERS (30'-50' R.O.W.)	147	

LAND USE	ACRES	%
OPEN SPACE & RECREATION	1163	52
HILLSIDE AREA **	598	22
CREEKSIDE AREA **	287	13
PARKS ***	49	2
INDIAN ROCKS	43	
COMMUNITY	5	
HISTORIC RANCH	1	
GOLF COURSES ***	255	12
THE RANCH	132	
THE LEGENDS	123	
VINEYARDS	44	2
PONDS	22	1
TOTAL PHASE 1	2250	100

LEGEND

- ARCHED CULVERT
- LIMITS OF TRAVELED WAY (COPPER MOUNTAIN ROAD CORP.)
- INDIVIDUAL LOT BRIDGE *
- CART PATH AND/OR TRAIL BRIDGE
- PIPE CULVERT FOR CART CROSSING
- PROPOSED DRAIN WITH WETLAND CORRIDOR
- WATER STORAGE TANK

* EXACT LOCATIONS FOR INDIVIDUAL LOT BRIDGES SHALL BE DETERMINED BY LOT SUBJECT TO ACCEPTANCE BY SANJOSE GROUNDWATER COMMITTEE.

**REVISED
PRELIMINARY
DEVELOPMENT
PLAN**

THOMPSON-HYSELL ENGINEERS

DATE: 09-28-14
FILE: SPA2015-0123

Overview

- SPA PLN2015-0123 – Diablo Grande 2016

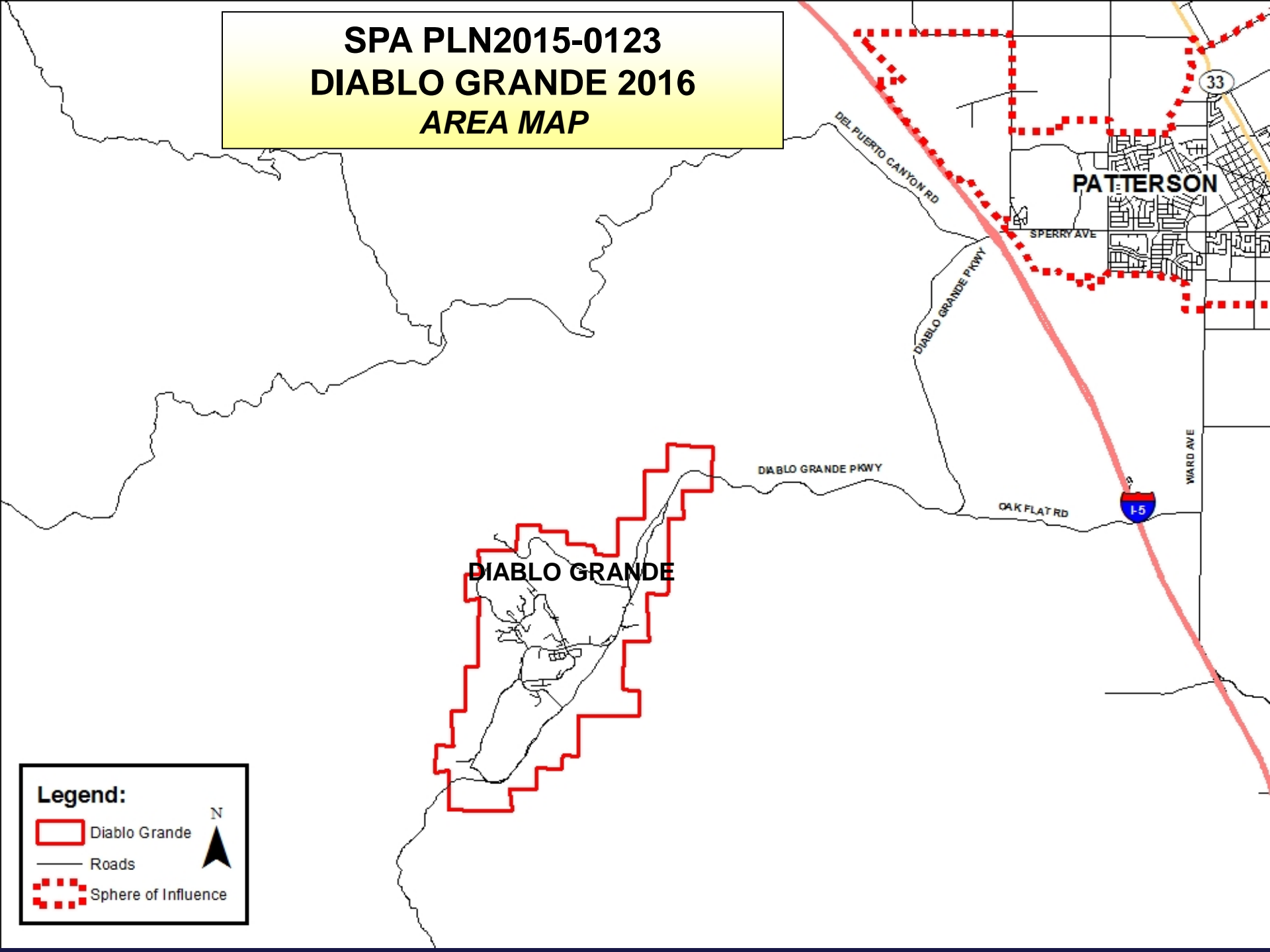


Overview




- Amend the Specific Plan
 - Reflect current conditions
 - Refine development standards
 - Increase density



**SPA PLN2015-0123
DIABLO GRANDE 2016
AREA MAP**

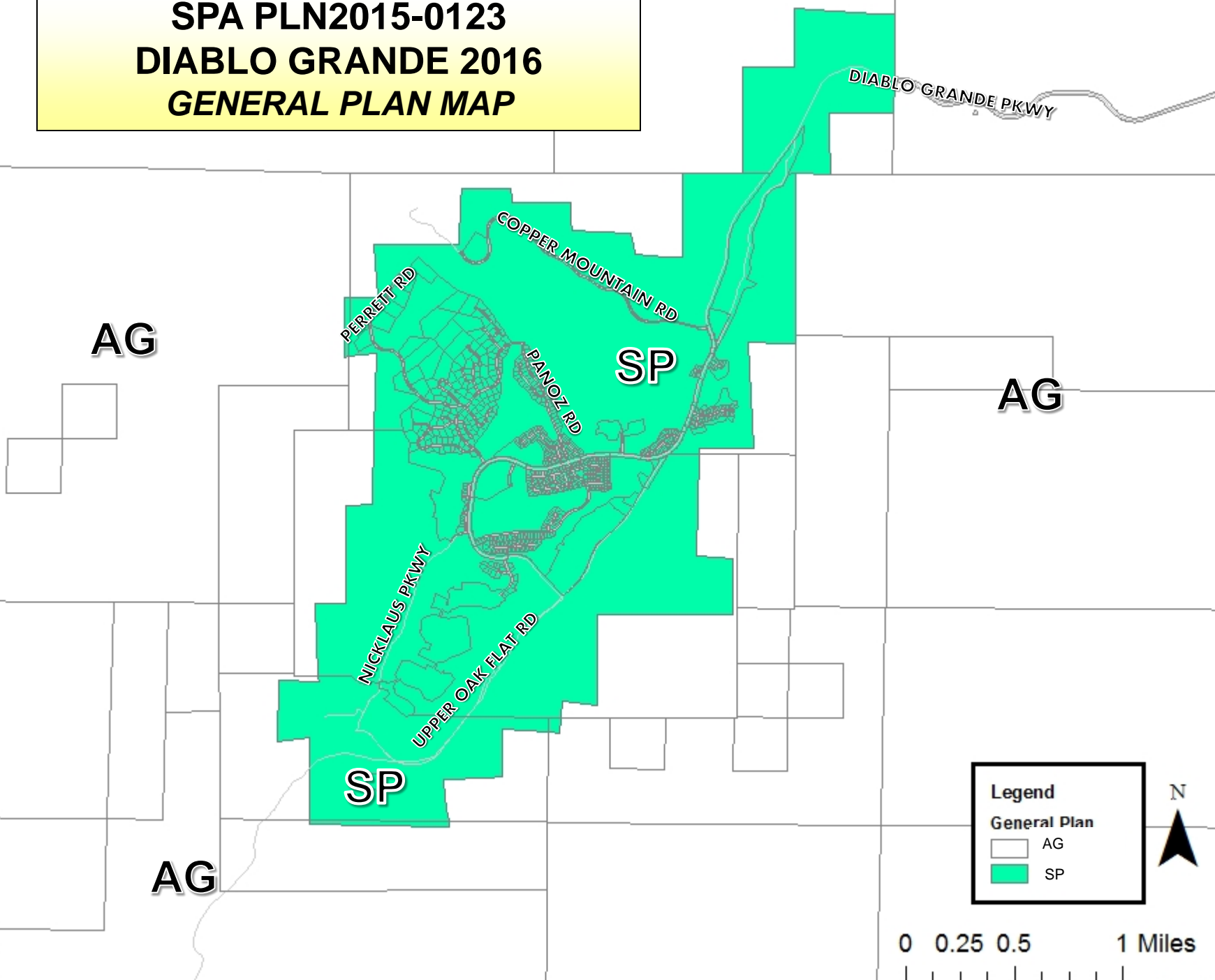


Legend:

-  Diablo Grande
-  Roads
-  Sphere of Influence



**SPA PLN2015-0123
DIABLO GRANDE 2016
GENERAL PLAN MAP**



AG

SP

AG

PERRETT RD

COPPER MOUNTAIN RD

PANOZ RD

NICKLAUS PKWY



UPPER OAK FLAT RD

DIABLO GRANDE PKWY

SP

AG

Legend
General Plan

	AG
	SP



0 0.25 0.5 1 Miles

**SPA PLN2015-0123
DIABLO GRANDE 2016
ZONING DESIGNATION MAP**

A-2-160

A-2-160

DIABLO GRANDE PKWY

PERRETT RD
COPPER MOUNTAIN RD

SP-1

PANZ RD

GRAPEVINE DR

A-2-160

A-2-40

HICKLAUS PKWY

UPPER OAK FLAT RD

A-2-160

Legend

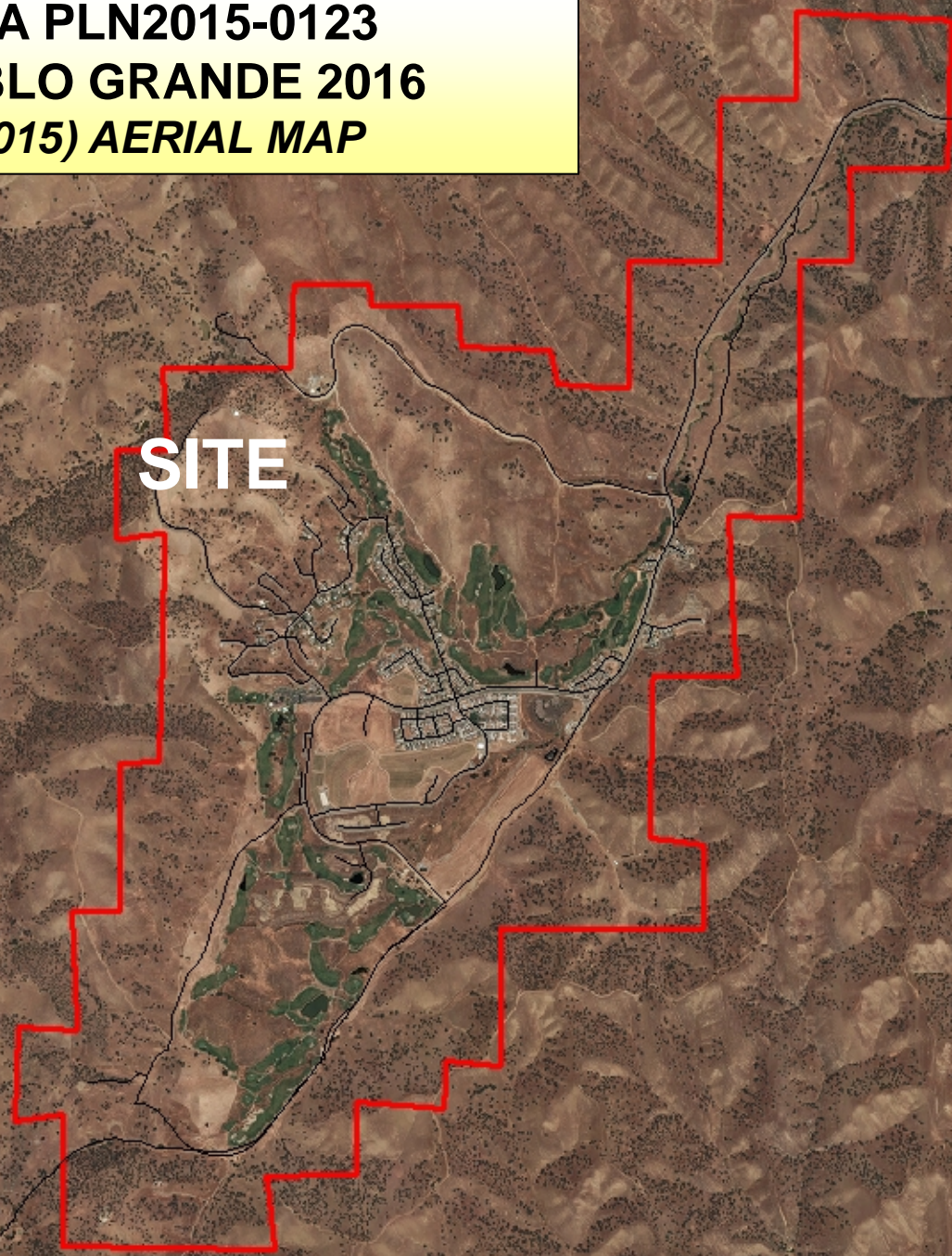
- Roads
- A-2-160
- A-2-40
- SP-1

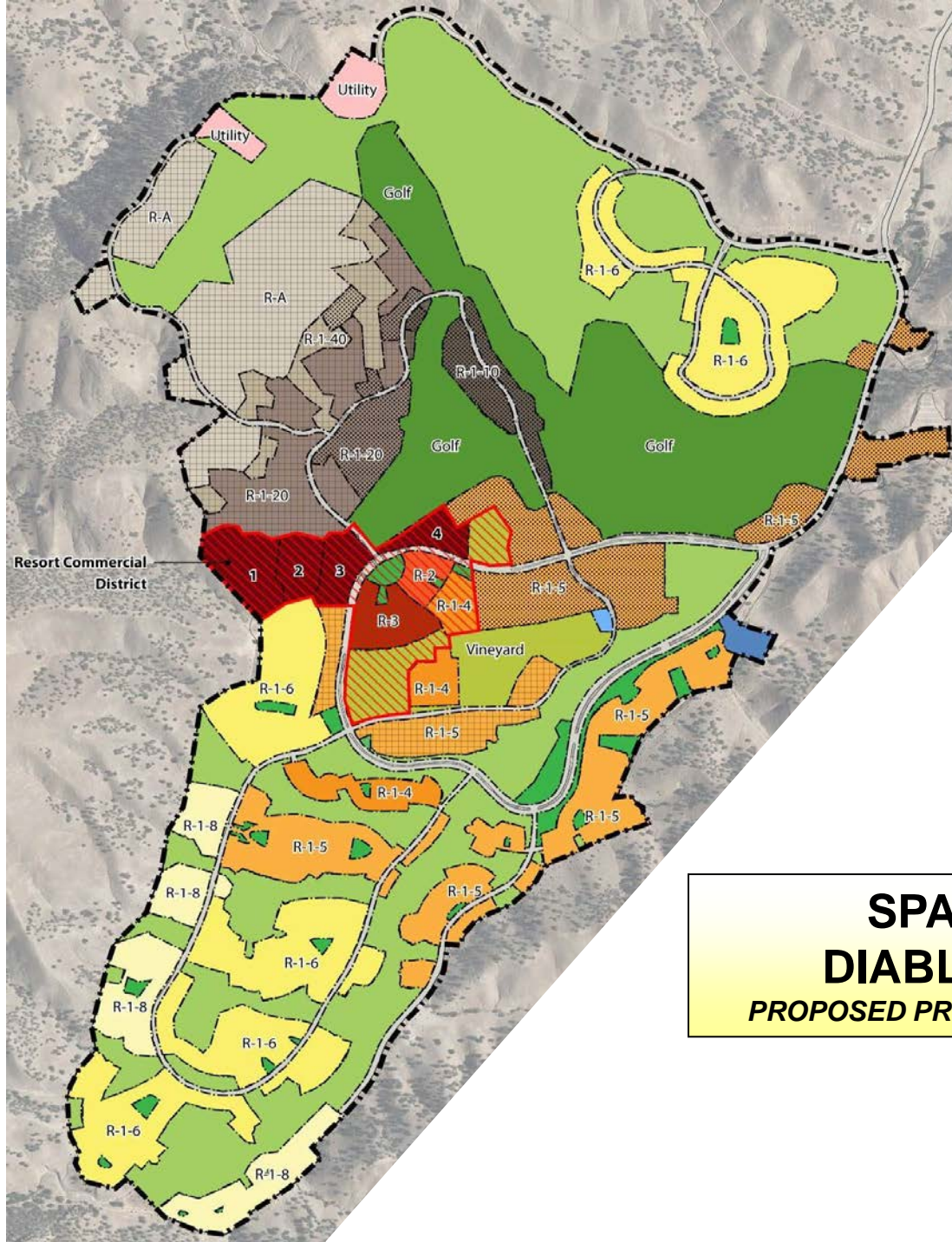
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SPA PLN2015-0123
DIABLO GRANDE 2016
(2015) AERIAL MAP

SITE





SPA PLN2015-0123
DIABLO GRANDE 2016
PROPOSED PRELIMINARY DEVELOPMENT PLAN

Overview

- Reflect current conditions
 - 2015 Closure of Legends Golf Course
 - Upgrades to Emergency Communications/SR 9-1-1
 - Construction of Sewer Line/Closure of on-site wastewater treatment facilities



Overview

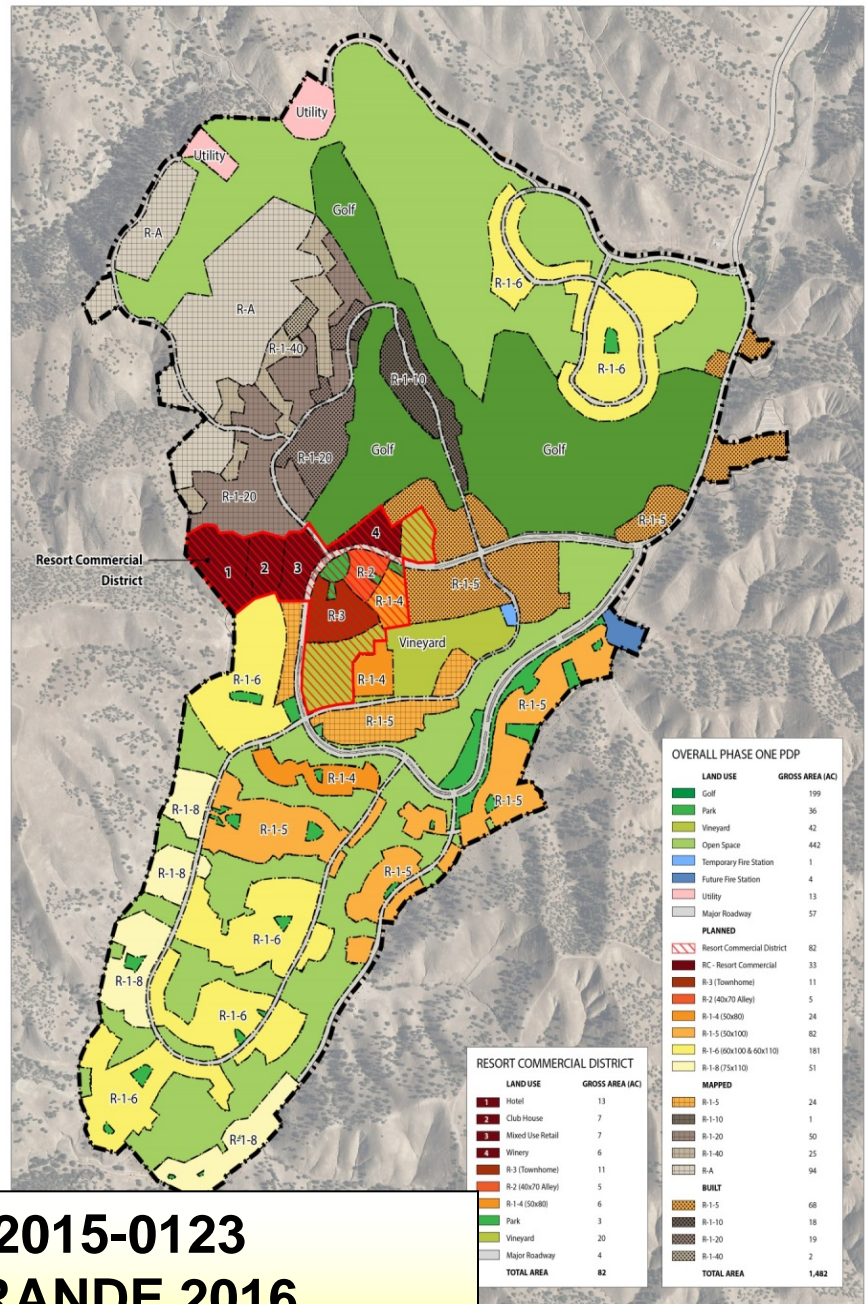
- Refine Development Standards
 - Add Resort Commercial overlay to PDP center, clubhouse, & driving range
 - Allow for smaller lot sizes



Overview

- Increase Density
 - 15% density shift
 - 2,017 to 2,354
 - Move residential from hills to valley floor
 - Conservation: 582 to 1,015 acres





**SPA PLN2015-0123
DIABLO GRANDE 2016
EXISTING AND PROPOSED**

Issues

- Implementation Measures
 - Parks
 - Fire
 - Emergency Communications Facility Tower



Environmental Impact Report (EIR)

- 2016 EIR Addendum
 - 1992 Specific Plan EIR
 - 1998 Water Resources Plan Supplemental EIR
 - 2004 Sewer EIR



Planning Commission

- April 6, 2017
 - No one spoke in opposition
 - Late correspondence
 - 6-0 Vote recommending the BOS approve Specific Plan Amendment Application No. PLN2015-0123 – Diablo Grande 2016



Recommendation

- Staff recommendation
- Findings – Exhibit A



Questions

