CITY OF MERCED

Meeting Agenda

City Council Chamber
Merced Civic Center
2nd Floor
678 W. 18th Street
Merced, CA 95340

City Council/Public Finance and Economic Development Authority/Parking Authority

Monday, June 15, 2026 | **6:00 PM** | **City Council Chamber, 2nd Floor, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340**

Closed Session at 5:00 PM/Regular Meeting at 6:00 PM

NOTICE TO PUBLIC/AVISO AL PÚBLICO/CEEB TOOM RAU PEJ XEEM

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL/BIENVENIDO A LA REUNIÓN DEL CONCILIO DE LA CIUDAD DE MERCED/ZOO SIAB TXAIS TOS KOJ TUAJ RAU HAUV CITY COUNCIL LUB ROOJ SAB LAJ

At least 72 hours prior to each regular City Council meeting, a complete agenda packet is available for review on the City's website at www.cityofmerced.gov or at the City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. All public records relating to an open session item that are distributed to a majority of the Council will be available for public inspection at the City Clerk's Office during regular business hours. Spanish and Hmong translation is available at every regular meeting. Assisted hearing devices are available for meetings held in the Council Chamber.

Al menos 72 horas antes de cada reunión regular del Concejo Municipal, un paquete de agenda complete está disponible para su revisión en el sitio web de la Ciudad en www.cityofmerced.gov o en la Oficina del Secretario de la Ciudad, 678 W. 18th Street, Merced, CA 95340. Todos los registros públicos relacionados con un artículo de sesión abierta que se distribuyen a la mayoría del Concejo estarán disponibles para inspección pública en la Oficina del Secretario de la Ciudad durante el horario comercial habitual. La traducción al español y al Hmong está disponible en todas la reuniones regulares. Los dispositivos auditivos asistidos están disponibles para las reuniones que se celebran en el Salón del Consejo.

Sai kawg yuav tsum yog li 72 teev ua ntej rau txhua lub rooj sib tham ntawm cov Nom Tswv (City Council), yeej muaj tag nrho pob ntawv qhia txog tias rau cov neeg los nyeem hauv lub Nroog (City) qhov website www.cityofmerced.gov los sis nyob rau ntawm City Clerk's lub Office, 678 W. 18th Street, Merced, CA 95340. Tas nrho cov ntaub ntawv teev tseg no yuav muab rau cov Nom Tswv ntawm kev sab laj pub rau tsoom pej xeem sawv daws los nyeem nyob rau hauv City Clerk's lub Office thaum lub caij ua hauj lwm. Muaj txhais lus Mev thiab lus Hmoob. Cov cuab yeej pab kom hnov lus muaj nyob rau ntawm cov Nom Tswv qhov chaw sib tham Council Chamber

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK/COMENTARIO DEL PÚBLICO / KEV HLOOV RAU TEJ PEJ XEEM TXOG KEV TAWM SUAB, NCAUS LUS:

Members of the audience who wish to address the City Council are requested to complete a speaker card available at the podium in the back of the Council Chamber. Please submit the completed card to the City Clerk before the item is called, preferably before the meeting begins.

Material may be emailed to cityclerk@cityofmerced.gov no later than 1 PM on the day of the meeting. Please specify which portion of the agenda you are commenting on, for example, Public Hearing item #, Consent item #, or Public Comments. Material received before the deadline will be sent to the City Council and will be part of the record and will be mentioned as part of the Written Petitions and Communications portion of the agenda. Any emails received by the 1PM deadline will be posted on the City's website at www.cityofmerced.gov/government/city-council/council-meetings. Any correspondence received after the 1PM deadline will be distributed to the City Council and retained for the official record.

To view video (if available) or listen to the City Council meeting live, go to the City's website www.cityofmerced.gov, YouTube, or Comcast Public Access Channel 96.

Los miembros de la audiencia que deseen dirigirse al Ayuntamiento deben completar una tarjeta de orador disponible en el podio en la parte de atrás de la Cámara del Concejo. Envíe la tarjeta completa al secretario de la ciudad antes de que se llame al artículo, preferiblemente antes de que comience la reunión.

El material puede enviarse por correo electrónico a cityclerk@cityofmerced.gov a más tardar a la 1 p.m. del día de la reunión. Especifique qué parte de la agenda está comentando, por ejemplo, el punto # de la audiencia pública, el punto # de consentimiento o los comentarios públicos. El material recibido antes de la fecha límite se enviará al Concejo Municipal y formará parte del registro y se mencionará como parte de la parte de Peticiones y Comunicaciones Escritas de la agenda. Todos los correos electrónicos recibidos antes de la fecha límite de la 1 p.m. se publicarán en el sitio web de la Ciudad en www.cityofmerced.gov/government/city-council/council-meetings. Cualquier correspondencia recibida después de la 1 p.m. se distribuirá al Concejo Municipal y se conservará para el registro oficial.

Para ver el video (si está disponible) o escuchar la reunión del Concejo Municipal en vivo, visite el sitio web de la ciudad www.cityofmerced.gov, YouTube o Comcast Public Access Canal 96.

Cov pej xeem los koom lub rooj sib tham uas xav tawm suab rau lub nroog cov Nom Tswv (City Council) muaj feem los sau ntawv hauv daim ntawv tawm suab nyob ntawm lub sam thiaj hais lus sab xis ntawm Council Chamber. Thov xa daim ntawv tawm suab no rau tus City Clerk ua ntej lub sij hawm rooj sab laj pib.

Cov ntaub ntawv tuaj yeem xa email tau rau ntawm cityclerk@cityofmerced.gov tsis pub dhau li 1 PM rau hnub lub rooj yuav sib tham. Thov qhia kom meej tias nqe twg ntawd cov txheej txheem koj xav tawm tswv yim rau, piv txwv li, Cov Lus Hais hais rau pej xeem ntawd yog nqe twg #, Cov Lus Pom Zoo ntawd yog nqe twg #. los yog cov lus tso rau Pej Xeem tawm tswv yim rau. Cov ntaub ntawv tau txais ua ntej hnub kawg yuav xa mus rau cov Nom Tswv City Council thiab yuav

yog ib feem ntawm cov ntaub ntawv khaws tseg thiab yuav raug hais raws li ib feem ntawm kev sau ntawv thov tuaj thiab kev sib hais ntawm cov txheej txheem. Txhua qhov email tau txais 1 PM ntawd yuav muab tso rau hauv Lub Nroog qhov website ntawm www.cityofmerced.gov /government/city-council/council-meetings. Txhua tsab ntawv uas tau txais tom qab 1 PM lawm yuav muab xa rau cov Nom Tswv City Council thiab yuav khaws tseg rau hauv cov ntaub ntawv cai.

Yog koj xav saib video (thaum muaj) los sis mloog cov Nom Tswv (City Council) kev sib tham, mus saib hauv City's website www.cityofmerced.gov, YouTube, los sis Comcast Public Access Channel 96.

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

The legislative body shall provide the public with an opportunity to address the body on any item described in Closed Session [Government Code Section 54954.3(a)].

B.1. 26-524 **SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager; Authority: Government Code Section 54957

B.2. 26-525 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation: Two (2) Potential Case. Pursuant to California Government Code Section Gov. Code § 54956.9(d)(2)

C. CALL TO ORDER

Invocation - Lamar Henderson, All Dads Matter

Pledge of Allegiance to the Flag

D. ROLL CALL

In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority, the Public Financing and Economic Development Authority, and the Successor Agency to the Redevelopment Agency. City Council members receive a monthly stipend of $500.00 by Charter for sitting as the City Council; and the Mayor receives an additional $100.00 each month as a part of the adopted budget and Resolution 2024-78. The members of the Parking Authority, the Public Financing and Economic Development Authority, and the Successor Agency to the Redevelopment Agency receive no compensation.

E. REPORT OUT OF CLOSED SESSION

F. SPECIAL PRESENTATIONS

F.1. 26-534

SUBJECT: Special Presentation on the Upcoming Changes to Council Meetings and How Meetings will be Conducted with SB 707 in Effect

REPORT IN BRIEF
Assistant City Clerk Jennifer Parsley will provide an update to the upcoming changes to the Council Meetings and how meetings will be conducted.

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. PUBLIC COMMENT

Members of the public who wish to speak on any matter not listed on the agenda may speak during this portion of the meeting and will be allotted 3 minutes. The Mayor may propose a further limit to the time available for all speakers at the discretion of the City Council, in order to accommodate as many speakers as possible. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. Members of the public who wish to speak on a matter that is listed on the agenda will be called upon to speak during discussion of that item.

I. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Council member, individual, or organization may request removal of an item from the Consent Calendar for separate consideration. If a request for removal of an item from the Consent Calendar has been received, the item will be discussed and voted on separately.

I.1. 26-454

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF
Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION
City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

I.2. 26-241

SUBJECT: Information Only - Boards and Commissions Annual Attendance Reports

REPORT IN BRIEF
Annual attendance review conducted with results filed with the City Clerk's Office.

RECOMMENDATION

For information only.

I.3. 26-239

SUBJECT: Approval of Request to Begin Initial Review of the City's Conflict-of-Interest Code in Advance of the Biennial Notice to be Filed no Later Than October 1, 2026

REPORT IN BRIEF

The Political Reform Act requires every local government agency review its conflict-of-interest code biennially with the code reviewing body (City Council) notifying agencies and special districts within its jurisdiction to review their conflict-of-interest codes.

RECOMMENDATION

City Council - Adopt a motion directing staff to begin an initial review of the City's conflict of interest codes and to file the Biennial Notice with the City Council no later than October 1, 2026.

I.4. 26-432

SUBJECT: Approval of a Resolution to Call for a General Municipal Election for Three Members of the City Council by District on November 3, 2026, to be Consolidated with the General Election to be Conducted by the County of Merced

REPORT IN BRIEF

Considers approving a Resolution calling a November 3, 2026, General Municipal Election for three members of the City Council by district and requesting the County Board of Supervisors consolidate the City's election with the General Election being held on the same date.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-32,** a Resolution of the City Council of the City of Merced, California, calling a General Municipal Election for the election of three members of the City Council at the General Municipal Election to be held on November 3, 2026; and,

B. Directing the City Manager/City Clerk and City Attorney to execute documents appropriate to carry out the tasks necessary for the General Municipal Election and to take actions related thereto.

I.5. 26-339

SUBJECT: Award of Bid and Approval of Contract to Provost and

Pritchard Engineering Group, Inc. for Groundwater Monitoring Well and Municipal Well Sampling Services in the Amount of $506,250

REPORT IN BRIEF

Considers awarding a contract in the amount of $506,250 to Provost and Pritchard Engineering Group, Inc. to perform groundwater sampling services to support the City's PCE environmental investigation.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding a contract with Provost and Pritchard Engineering Group, Inc. for the five-year term of July 1, 2026 to June 30, 2031, in the amount of $101,250 annually for each of the fiscal years FY 2026/27, FY 2027/28, FY 2028/29, FY 2029/30 and FY 2030/31 to provide groundwater well and municipal well sampling services; and,

B. Authorizing the City Manager to execute the necessary documents.

I.6. 26-490

SUBJECT: Approval of Lease Agreement, in Form, Between General Services Administration on Behalf of the Transportation Security Administration and City of Merced for Use of Approximately 711 Rentable Square-Feet in the Merced Yosemite Regional Airport Terminal

REPORT IN BRIEF

Considers approving Lease Agreement between the City of Merced and General Services Administration (GSA). The GSA is representing the Transportation Security Administration (TSA) who is wanting to lease approximately 711 Rentable Square-Feet in the Merced Yosemite Regional Airport.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Lease Agreement between the General Services Administration and City of Merced, in form; and,

B. Authorizing the City Manager and City Attorney to make changes to the Lease Agreement without changing the base rates in the Agreement; and,

C. Authorizing the City Manager to execute the necessary documents.

I.7. 26-491

SUBJECT: Approval of a Lease Agreement between Contour Airlines and the City of Merced for 347 Square-Feet in the Merced Yosemite Regional Airport for a Four-Year Term, July 1, 2026 Through June 30, 2030

REPORT IN BRIEF

Considers approval of Lease Agreement between City of Merced and Contour Airlines which includes leased space and common area maintenance terms for office use, ticket counter space, and other amenities in the Merced Yosemite Regional Airport.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Lease Agreement between Contour Airlines and City of Merced, in form; and,

B. Authorizing the City Manager and City Attorney (Approved As To Form) to make further revisions to the Agreement without changing the base rates in the Agreement; and,

C. Authorizing the City Manager to execute the necessary documents.

I.8. 26-507

SUBJECT: Approval of Best, Best & Krieger Fifth Amendment, Liebert Cassidy Whitmore Second Amendment, Richards, Watson & Gershon Fourth Amendment, and Hanson Bridgett Agreement for a Total Amount not to Exceed $315,000.00

REPORT IN BRIEF

Approval of Best, Best & Krieger Fifth Amendment, Liebert Cassidy Whitmore Second Amendment, Richards, Watson & Gershon Fourth Amendment, and Hanson Bridgett Agreement for a total amount not to exceed $315,000.00.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Fifth Amendment to Agreement for Legal Services with Best, Best & Krieger, LLP for additional compensation in an amount not to exceed $70,000; and,

B. Approving a Second Amendment to Agreement for Special Services

with Liebert Cassidy Whitmore for additional compensation in an amount not to exceed $45,000; and,

C. Approving a Fourth Amendment to Agreement for Legal Services with Richards, Watson & Gershon for additional compensation in an amount not to exceed $50,000; and,

D. Approving a three-year Agreement with Hanson Bridgett, LLP for an amount not to exceed $150,000; and,

E. Authorizing the City Manager to execute the necessary documents.

I.9. 26-530

SUBJECT: Approval of a Second Amendment to Memorandum of Understanding Between City of Merced, Merced County, Merced Union High School District and Merced County Office of Education Extending the Term to September 30, 2026, Pertaining to Community Park #42

REPORT IN BRIEF

Considers approving a Second Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office extending the term of this Memorandum of Understanding to September 30, 2026.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Second Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District and Merced County Office of Education extending the term of this Memorandum of Understanding to September 30, 2026; and,

B. Authorizing the City Manager to execute necessary documents.

I.10. 26-523

SUBJECT: Second Reading and Final Adoption of an Ordinance Adding a New Chapter 8.53 of the Merced Municipal Code to Create a Repeat Housing Code Violators Program

REPORT IN BRIEF

Second reading and final adoption of an Ordinance adding a new Chapter 8.53 of the Merced Municipal Code to Create a Repeat Housing Code Violators Program to establish standards and procedures to penalize rental property owners who demonstrate a pattern of neglect, unresolved

violations, or unsafe conditions for tenants to preserve rental housing supply within the City of Merced.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2591**, an Ordinance of the City Council of the City of Merced, California, Adding a New Chapter 8.53, "Repeat Housing Code Violators Program; to the Merced Municipal Code and,

I.11. 26-482

SUBJECT: Adoption of a Resolution Authorizing the City Manager to Submit a Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2025 Assistance to Firefighters Grant (AFG) with an Estimated Total Project Cost of $500,000 to Implement a Comprehensive, Department-Wide Hazardous Materials Training Program with a City Match of 10% ($45,454.55) of the Grant Funds

REPORT IN BRIEF

Considers adopting a Resolution 2026-33 authorizing the submittal of a Federal Emergency Management Agency (FEMA) for a FEMA Assistance to Firefighter Grant (AFG) with an estimated total project cost of $500,000 to prepare firefighters for the unique challenges posed by new energy sources and evolving transportations risks. A local match of 10% ($45,454.55) of the grant funds is required.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2026-33**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager to Ratify the Submission of a Grant Application with the Federal Emergency Management Agency (FEMA) for a FEMA Assistance to Firefighter Grant (AFG).

J. PUBLIC HEARINGS

Members of the public who wish to speak on public hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to further public comment and brought to the Council for discussion and action. Further comment will not be received unless requested by the Council.

J.1. 26-506

SUBJECT: Public Hearing - Site Plan Review Permit #26-0018, Minor Use Permit #26-0030 and Environmental Review #26-0050 Initiated on Behalf of Yosemite 1380 LLC, Property Owner. The Project Site is a 3.19-Acre Portion of a 5.7-acre Parcel. The Subject Site is Generally Located on the South Side of East Yosemite Avenue Approximately

460 feet West of Parsons Avenue (1380 E. Yosemite Avenue). The Site Plan Review Permit Would Allow the Development of a Self-Storage Facility (Approximately 500 Storage Units). The Minor Use Permit would be for Interface Review to Allow Commercial Development Adjacent to or Across from a Low-Density Residential Zone at a Site Zoned Planned Development #20 (P-D #20) and Designated Business Park in the General Plan

REPORT IN BRIEF

Request for City Council to consider and approve Site Plan Review Permit #26-0018 Minor Use Permit #26-0030 and Environmental Review #26-005. The subject site is approximately 3.19 acres of a 5.7-acre parcel located at 1380 E. Yosemite Avenue. The applicant is requesting to develop a self-storage facility, which is allowed per the Merced City Zoning Ordinance with approval of a Site Plan Review Permit.

RECOMMENDATION

For Project Approval: Staff recommends City Council adoption of a resolution granting Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050.

City Council - Adopt a motion:

A. Adopt **Resolution 2026-38**, A Resolution of the City Council of the City of Merced, California, Approving Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050 for a Project Approximately 3.19 Acres in Size Located on the Southwest Corner of East Yosemite Avenue and Parsons Avenue for the Construction of a Self-Storage Facility.

For Project Denial:

City Council - Adopt a motion:

A. Adopting a motion denying Site Plan Review Permit #26-0018, Minor Use Permit #26-0030 and Environmental Review #26-0050.

J.2. 26-493

SUBJECT: Public Hearing to Review and Consider the Adoption of the Draft 2025 Urban Water Management Plan and Draft Water Shortage Contingency Plan

REPORT IN BRIEF

Request City Council approve resolutions approving the 2025 Urban Water

Management Plan and Water Shortage Contingency Plan following a Public Hearing.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-36** a Resolution of the City Council of the City of Merced, California, approving and adopting the 2025 Urban Water Management Plan for the City of Merced; and,

B. Adopting **Resolution 2026-37** a Resolution of the City Council of the City of Merced, California, approving and adopting the 2025 Water Shortage Contingency Plan for the City of Merced; and,

C. Authorizing submittal of the Final Plans to the Department of Water Resources.

J.3. 26-218

SUBJECT: Public Hearing on the Various Maintenance Districts' Engineer's Reports and Budgets for Fiscal Year 2026/2027 with Adoption of Resolution for Approval, Confirmation, and Adoption of the Engineer's Reports for the Various Maintenance Districts as Originally Submitted or as Modified

REPORT IN BRIEF

Considers adopting a Resolution approving, confirming, and adopting Engineer's Reports and Budgets for Maintenance Districts after the close of the Public Hearing and directing staff to come back to Council with cost information for an assessment ballot proceeding to establish a CPI increase for six Maintenance Districts.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2026-28**, a Resolution of the City Council of the City of Merced, California, approving, confirming, and adopting Engineer's Reports on Maintenance Districts; and,

B. Directing staff to gather cost and returning to Council for approval of an assessment ballot proceeding to establish a CPI increase for the following Maintenance Districts: East College Homes, Yosemite Village, Pleasanton Park, Fahren's Park I, Olivewood, Campus North, and Hansen Park.

J.4. 26-466

SUBJECT: Public Hearing - Status of Vacancies and Recruitment

Strategies for the City of Merced Pursuant to Assembly Bill 2561

REPORT IN BRIEF

Staff to Report on Status of Vacancies and Recruitment Strategies for the City of Merced Pursuant to Assembly Bill 2561.

RECOMMENDATION

City Council hold a public hearing to receive the report on the status of vacancies and recruitment strategies for the City of Merced pursuant to Assembly Bill 2561 and Government Code 3502.3.

J.5. 26-464

SUBJECT: Approval to Continue Public Hearing in Consideration of Parks and Community Services Fee Schedule to Include New Rates for Bob Hart Square and Merced Open Air Theater (MOAT) and the Addition of Fahrens Park Disc Golf Course and Merced Regional Sports Complex (CP42) to July 6, 2026

REPORT IN BRIEF

Considers Staff's request to continue the noticed public hearing regarding new fees to the current fee schedule for Recreational Facility Use including new rates for Bob Hart Square and Merced Open Air Theater (MOAT), and the Addition of Merced Regional Sports Complex (CP42), and Fahrens Park Disc Golf Course to July 6, 2026.

RECOMMENDATION

City Council - Adopt a motion continuing the noticed public hearing to July 6, 2026.

J.6. 26-509

SUBJECT: Continued Public Hearing to Allow Interested Persons to be Heard Regarding the City Council, Public Financing and Economic Development Authority, Parking Authority, and Successor Agency to the Redevelopment Agency of the City of Merced Fiscal Year 2026-27 Budget, Adoption of the Budget with Revision(s), and Appropriation of the Revenue and Approval of the Capital Projects for Each Respective Budget

REPORT IN BRIEF

Continued Public Hearing and adoption of the Fiscal Year 2026-27 City Council, Public Financing and Economic Development Authority, Parking Authority, and Successor Agency to the Redevelopment Agency of the City of Merced Budget.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-35**, a Resolution of the City Council of the City of Merced, California, Adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

Public Financing and Economic Development Authority - Adopt a motion:

A. Adopting **Resolution PFA 2026-01**, a Resolution of the City of Merced Public Financing and Economic Development Authority, adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

Parking Authority - Adopt a motion:

A. Adopting **Resolution PA 2026-01**, a Resolution of the City of Merced Parking Authority, adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

Successor Agency to the Redevelopment Agency of the City of Merced - Adopt a motion:

A. Adopting **Resolution SA 2026-01**, a Resolution of the Successor Agency to the Redevelopment Agency of the City of Merced Adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's

June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

K. ACTION ITEMS

K.1. 26-513

SUBJECT: Approval of a Supplemental Appropriation from the Unencumbered, Unreserved Fund Balance of Fund 1017-Economic Development Opportunity in the Amount of $100,000 for the Airport Terminal Replacement Project CP230073

REPORT IN BRIEF

Considers approving a supplemental appropriation from the unreserved, unencumbered fund balance from 1017-Economic Development Opportunity in the amount of $100,000, transferring to Fund 5006 - Airport CIP, and appropriating said funds to Airport Terminal Replacement Project CP230073, for the Transportation Security Administration (TSA) security equipment to be installed, relocated and/or decommissioned by a certified Maintenance Service Provider (MSP) trained by the Original Equipment Manufacturer (OEM).

RECOMMENDATION

City Council - Adopt a motion approving a supplemental appropriation from the unreserved, unencumbered fund balance of Fund 1017- Economic Development Opportunity in the amount of $100,000, transferring to Fund 5006 - Airport CIP, and appropriating the same to the Airport Terminal Replacement Project CP230073.

K.2. 26-515

SUBJECT: Authorization to procure Community Outreach and Informational Mailers with AdMail for Printing and Postage Services and Division D for Digital Marketing, Approve Purchases with AdMail in a not to Exceed Amount of $46,994.53 and Approve Purchases with Division D in a not to Exceed Amount of $42,217.50

REPORT IN BRIEF

Considers approval of community outreach and informational mailers with AdMail for printing and postage services and Division D for digital marketing, waiving the competitive bidding process, and approving purchases with AdMail in an amount not to exceed $46,994.53 and approve purchases with Division D in an amount not to exceed $42,217.50.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the City's competitive bidding due to standardization as permitted by Merced Municipal Code Section 3.04.210; and,

B. Approving the purchase in a not to exceed amount of $46,994.53 with AdMail for printing and postage services; and.

C. Approving the purchase in a not to exceed amount of $42,217.50 with Division D for digital marketing; and,

D. Authorizing the Purchasing Supervisor to issue the Purchase Orders.

K.3. 26-518

SUBJECT: Adoption of a Resolution Accepting a California Air Resources Board Community Planning and Capacity Building Grant for the Connect South Merced Safety and Mobility Planning Project, Appropriating $499,725.60 Grant Funds, and Authorizing the City Manager to Execute the Grant Agreement and Related Documents

REPORT IN BRIEF

Considers adopting a resolution accepting and appropriating $499,725.60 in grant funding from the California Air Resources Board Community Planning and Capacity Building (CARB) Grant Program for the Connect South Merced Safety and Mobility Planning Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-34,** a resolution of the City Council of the City of Merced, California, accepting a California Air Resources Board Community Planning and Capacity Building Grant for the Connect South Merced Safety and Mobility Planning Project and Authorizing the City Manager to Sign the Grant Agreement; and,

B. Accepting grant funds in the amount of $499,725.60 from the CARB Grant Program; and,

C. Increasing revenue in the amount of $499,725.60 and appropriating the same in Fund 3000-Development Services; and,

D. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed; and,

E. Authorizing the Finance Officer to make the necessary budget

adjustments; and,

F. Authorizing the City Manager to execute all necessary documents.

K.4. 26-207

SUBJECT: Consider the Recreation & Parks Commission Recommendation to Award the Use of Stephen Leonard Youth Center to Merced Community College Through a Five-Year Lease Agreement

REPORT IN BRIEF

Considers the Recreation & Parks Commission recommendation to lease Stephen Leonard Youth Center to Merced Community College through a five-year agreement with a potential to extend another five years.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a five year Lease Agreement with Merced Community College for use of Stephen Leonard Youth Center with the option to extend an additional five years; and,

B. Authorizing the City Manager to execute necessary documents.

K.5. 26-521

SUBJECT: Request to Authorize the City Manager to Execute Contract Change Order No. 4 with American Paving Co. for the Additional Construction of the Third Phase of Development at Community Park 42 (CP-42), in an Amount not to Exceed $1,107,754.63 for Additional Work on Community Park 42 (CP-42)

REPORT IN BRIEF

Staff request authorization to waive the competitive bidding requirements for CP-42 for the construction of the third phase of development at CP-42, and request Council approve Contract Change Order No. 4 for an additional field, field markings, goal posts, landscaping, irrigation system, soil amendments, additional parking lot, additional sidewalk and contract quantity adjustments in the amount of $1,107,754.63.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the City's competitive bidding requirement as permitted by Merced Municipal Code Section 3.04.210; and,

B. Approving Contract Change Order No. 4 with American Paving Co. in the amount of $1,107,754.63 for the additional work; and,

C. Authorizing the City Manager to execute the necessary documents.

L. REPORTS

L.1. 26-519

SUBJECT: Report on the Arts and Culture Advisory Commission's Selection of the Metal Canal Street Blossom Public Art Project in the Arch at Bob Hart Square Design Award

REPORT IN BRIEF

City staff to report on the Arts and Culture Advisory Commission's selection of the metal Canal Street Blossom Public Art Project to be installed in the Arch at Bob Hart Square.

RECOMMENDATION

Information Only.

M. BUSINESS

M.1. 26-456

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

M.2. 26-457

SUBJECT: City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

N. ADJOURNMENT

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-524 Meeting Date: 6/15/2026

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager; Authority: Government Code Section 54957

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-525 Meeting Date: 6/15/2026

SUBJECT: CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation: Two (2) Potential Case. Pursuant to California Government Code Section Gov. Code § 54956.9(d)(2)

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-534 Meeting Date: 6/15/2026

SUBJECT: Special Presentation on the Upcoming Changes to Council Meetings and How Meetings will be Conducted with SB 707 in Effect

REPORT IN BRIEF

Assistant City Clerk Jennifer Parsley will provide an update to the upcoming changes to the Council Meetings and how meetings will be conducted.

ADMINISTRATIVE REPORT

File #: 26-454 Meeting Date: 6/15/2026

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF
Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION
City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

ADMINISTRATIVE REPORT

File #: 26-241 Meeting Date: 6/15/2026

Report Prepared by: Jennifer Parsley, Assistant City Clerk, City Clerk's Office

SUBJECT: Information Only - Boards and Commissions Annual Attendance Reports

REPORT IN BRIEF
Annual attendance review conducted with results filed with the City Clerk's Office.

RECOMMENDATION
For information only.

AUTHORITY
Article VII, Sections 700, 702, and 702.1 of the Merced City Charter, and the Appointed Commission, Committee and Board Member Attendance Policy adopted by the City Council on October 3, 1994 (amended on July 15, 1996, August 4, 1997, July 16, 2001, August 20, 2007, and September 20, 2021).

DISCUSSION
Pursuant to the City's Attendance Policy (attached), the annual review has been conducted and filed with the City Clerk's Office.

The attached attendance reports indicate whether the commissioner, committee member, or board member was in attendance, informed staff that they would be absent for a reason consistent with the Attendance Policy ("excused") or did not show and did not notify staff ("absent"). The City Council, under Section 7 of the Policy, "may" remove those commissioners, committee members, or board members who do not meet the 70% attendance requirement.

There has been good attendance during the reporting period (April 1, 2025, through March 31, 2026) for the below listed Board and Commissions.

- Arts and Culture Advisory Commission
- Bicycle and Pedestrian Advisory Commission*
- Building and Housing Board of Appeals***
- Planning Commission
- Recreation and Parks Commission**
- Regional Airport Authority**
- Tax Transparency Commission

* Bicycle and Pedestrian Advisory Commission only held 2 meetings in the reporting period and

Caroline Meraz was absent at one meeting that was not excused which made her attendance at 50%.

**These Boards and Commissions had members below the 70% but these members have either already resigned or their terms ended in July 2025.

***The Building and Housing Board of Appeals has not had any meetings between this period due to lack of items to place on their agenda.

Personnel Board

The Personnel Board has had one member, Jessica Fernandez with a 0% attendance. None of the absences were excused.

IMPACT ON CITY RESOURCES

N/A.

ATTACHMENTS

1. Attendance Policy
2. Attendance Reports

Appointed Commission, Committee, and Board Member Attendance Policy

The City Council, at its July 15, 1996, August 4, 1997, August 20, 2007, and September 20, 2021 meetings, adopted motions amending the original policy adopted October 3, 1994, regarding attendance, absences, and excused absences for City Council appointed commissions, committee, and board members:

1. If a member of a board or commission is absent from three regularly scheduled meetings of such board or commission, consecutively, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, the office shall become vacant and shall be declared by the City Council.

2. A commission, committee, or board member shall be required to attend 70 percent of scheduled meetings during a fiscal year. When attending other City of Merced business meetings and subcommittee meetings as a Board representative, absence shall be recorded as being present at the meeting.

3. Excused absences shall be recognized for illness, family emergencies, business conflicts and one vacation per each one-year period.

4. Department Heads or staff liaisons to appointed commissions, committees, or boards shall monitor attendance requirements for non-compliance. Upon notification of such non-compliance, the City Clerk may submit a recommendation to the City Council for appropriate action.

5. The City Clerk shall prepare a report annually to the City Council of an attendance report for every commission, committee, and board. The report shall include number of meetings attended, meetings missed (excused or unexcused), and a delineation of three consecutive absences or less than 70 percent attendance.

6. Prior to the annual report being submitted for City Council review, the City Clerk shall provide the report to each committee/board/commission for review and comment. Staff shall notify those Committee Members whose attendance is below 70 percent of the need for improvement.

7. The City Council may remove those commission, committee, or board members who do not meet the requirement of appointment.

8. All applicants for commissions, committees, and boards shall be notified prior to City Council appointment regarding time requirements for serving and the policy regarding removal.

ARTS AND CULTURE ADVISORY COMMISSION

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total # of Meetings Held <u>During Reporting Year</u>: 6

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
Colton Dennis (reappt. 7/15/2025)	6	6	0	0	100
Angelina Thompson (appt. 9/6/2022)	3	6	3	3	100
Maria Del Zaragoza (reappt. 7/18/2022)	3	6	3	3	100
Rob Hypes (reappt. 7/15/2024)	6	6	0	0	100
Tommy Tran (apt. 7/18/2022)	6	6	0	0	100
Glen Camarda (appt. 8/5/2024)	5	6	1	1	83
Gregorio Rocha-Tabera (appt. 7/18/2022) (resigned 4/6/2026)	4	6	2	2	100

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by

total # of meetings held since appointment.

BICYCLE AND PEDESTRIAN ADVISORY COMMISSION

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total Number of Meetings Scheduled During Reporting Year: **2**

NAME	**Number of Meetings Attended***	**Number of Meetings Scheduled ***	**Number of Meetings Absent ****	**Number of Meetings Excused**	**Percentage of Meetings Attended**
LISA KAYSER-GRANT (appointed 7/17/23)	2	2	0	0	100%
MYLIA CHAMBERS (appointed 7/7/25)	0	2	2	2	100%
MELOY, M. (termed out 7/1/25)	0	0	0	0	100%
DWIGHT EWING (appointed 7/7/25)	2	2	0	0	100%
PEGGY HSU (appointed 7/7/25)	2	2	0	0	100%
DINA GONZALEZ (appointed 8/18/25)	2	2	0	0	100%
ARTURO MARTINEZ, JR. (appointed 8/18/25)	2	2	1	1	100%
CAROLINE MERAZ (appointed 7/7/25)	2	2	1	0	50%
OMAR SANDOVAL (appointed 7/15/24)	2	2	0	0	100%
CRAIG HARMELIN (appointed 8/18/25)	2	2	0	0	100%
WILLIAM WATKINS (appointed 7/7/25)	2	2	0	0	100%
CURTIS THOMAS (appointed 7/15/24)	1	2	1	1	100%

* If member less than a full year, please indicate number of meetings scheduled since appointment.

** This number includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year = Number of meetings attended divided by total number of meetings scheduled.

b. Member for partial year= Number of meetings attended divided by total number of meetings scheduled since appointment.

PERSONNEL BOARD

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total # of Meetings Held <u>During Reporting Year</u>: 6

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
Fred Buckingham (7/1/2025 end term)	3	3	0	0	100%
Jessica Fernandez (appt. 8/21/2023)	0	6	6	0	0%
Melissa Reyes (appt. 7/7/2025)	5	5	0	0	100%
Pamela Toconis (appt. 12/16/2024)	6	6	0	0	100%
Phillis Krego (appt. 7/7/2025)	6	6	0	0	100%
Dorothea "Lynn" White (appt. 7/15/2024)	4	6	2	2	100%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment</u>.

PLANNING COMMISSION

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total Number of Meetings Scheduled During Reporting Year: 12

NAME	Number of Meetings Attended*	Number of Meetings Scheduled*	Number of Meetings Absent**	Number of Meetings Excused	Percentage of Meetings Attended
SWIGGART, CONCHITA (appointed 3/17/2025)	10	12	2	2	100%
VUE, JERRY (appointed 4/7/2025)	6	7	1	1	100%
DELGADILLO, JOSE (term exp.7/1/2025)	5	5	0	0	100%
GONZALEZ, ANTHONY	10	12	2	2	100%
THAO, YANG PAO (elected to CC 12/15/2025)	7	9	2	2	100%
OCHOA, EMMANUELLE	10	12	2	2	100%
SMITH, WALTER	10	12	2	2	100%
GREGGAINS, JEREMIAH	12	12	0	0	100%

* If member less than a full year, please indicate number of meetings scheduled since appointment.

** This number includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year = Number of meetings attended divided by total number of meetings scheduled.

b. Member for partial year= Number of meetings attended divided by total number of meetings scheduled since appointment.

RECREATION AND PARKS COMMISSION

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total # of Meetings Held <u>During Reporting Year</u>: 8

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
April Holloway (appt. 7/7/2025)	7	8	1	0	87.5%
Walter Smith (appt. 9/6/2022)	5	8	2	1	75%
Joseph Bauer (appt. 9/6/2022)	6	8	2	0	75%
Valente Huitron (appt. 7/18/2022)	7	8	1	0	87.5%
Sabrina Abong (appt. 3/17/2025)	6	8	2	0	75%
Abraham Lopez (term exp. 7/1/2025)	0	3	3	0	0%
Lehuanani Rodriguez (resigned 7/21/2025)	2	4	2	0	50%
Dina Gonzalez (appt. 8/18/2025)	3	4	1	0	75%
Marisa Lewis (appt. 8/18/2025)	4	4	0	0	100%

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment</u>.

Regional Airport Authority

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total # of Meetings Held <u>During Reporting Year</u>: 5

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
Robert Scoble (appt. 7/17/2023)	5	5	0	0	100%
Sabrina Abong (appt. 7/18/2022)	4	5	1	1	100%
Seferino Silva (appt. 8/5/2024)	3	5	2	2	100%
Delvina Johnson (appt. 7/7/2025)	4	4	0	0	100%
Shahid Sohail (appt. 7/7/2025)	4	4	0	0	100%
Cheryl Hirsch (re-appt. 7/7/2025)	3	5	2	2	100%
Travis Colby (Term ended 7/1/2025)	0	1	1	0	0%
Jim Song (Resigned 6/30/2025)	1	3	2	0	33%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment</u>.

TAX TRANSPARENCY COMMISSION

ATTENDANCE RECORD

April 1, 2025 through March 31, 2026

Total # of Meetings Held <u>During Reporting Year</u>: 4

NAME	**# of Mtgs Attended ***	**# of Mtgs Held ***	**# of Mtgs Absent ****	**# of Mtgs Excused**	**% of Mtgs Attended**
Douglas Piuser (Appointed 12/21/2020, Term ended 7/1/2025)	1	1	0	0	100%
Cristina Garcia (Re-Appointed 3/6/2023)	3	4	1	0	75%
Alison Kostecky (Appointed 3/6/2023)	3	4	1	0	75%
Amelia Johnson (Resigned 4/13/2025)	4	4	0	0	100%
Denise Murphy (Appointed 3/17/2025)	4	4	0	0	100%
Eric Chu (Appointed 3/17/2025)	3	4	1	0	75%
Harpreet Takhar (Appointed 8/18/2025)	2	2	0	0	100%
Felipe Rojas-Flores (Appointed 8/18/2025)	2	2	0	0	100%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held since appointment.

ADMINISTRATIVE REPORT

File #: 26-239 Meeting Date: 6/15/2026

Report Prepared by: Jennifer Parsley, Assistant City Clerk, City Clerk's Office

SUBJECT: Approval of Request to Begin Initial Review of the City's Conflict-of-Interest Code in Advance of the Biennial Notice to be Filed no Later Than October 1, 2026

REPORT IN BRIEF
The Political Reform Act requires every local government agency review its conflict-of-interest code biennially with the code reviewing body (City Council) notifying agencies and special districts within its jurisdiction to review their conflict-of-interest codes.

RECOMMENDATION
City Council - Adopt a motion directing staff to begin an initial review of the City's conflict of interest codes and to file the Biennial Notice with the City Council no later than October 1, 2026.

ALTERNATIVES
1. Approve as recommended by staff; or,
2. Continue to a future meeting (specify in motion); or
3. Deny the request.

AUTHORITY
The Political Reform Act.

CITY COUNCIL PRIORITIES
Governmental Transparency.

DISCUSSION
The Political Reform Act requires every local government agency to review its conflict-of-interest code biennially. A conflict-of-interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By July 1, 2026: The code reviewing body (City Council) must notify agencies and special districts within its jurisdiction to review their conflict-of-interest codes.

By October 1, 2026: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2026 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The

City Council is the code reviewing body for city agencies.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

IMPACT ON CITY RESOURCES

There is no impact on City resources.

ATTACHMENTS

1. FPPC Instructions

FAIR POLITICAL PRACTICES COMMISSION

2026 Conflict of Interest Code
Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2026:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2026:** The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2026 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in ***more than one county*** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on FPPC's website.

ADMINISTRATIVE REPORT

File #: 26-432 Meeting Date: 6/15/2026

Report Prepared by: Jennifer Parsley, Assistant City Clerk, City Clerk's Office

SUBJECT: Approval of a Resolution to Call for a General Municipal Election for Three Members of the City Council by District on November 3, 2026, to be Consolidated with the General Election to be Conducted by the County of Merced

REPORT IN BRIEF

Considers approving a Resolution calling a November 3, 2026, General Municipal Election for three members of the City Council by district and requesting the County Board of Supervisors consolidate the City's election with the General Election being held on the same date.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-32,** a Resolution of the City Council of the City of Merced, California, calling a General Municipal Election for the election of three members of the City Council at the General Municipal Election to be held on November 3, 2026; and,

B. Directing the City Manager/City Clerk and City Attorney to execute documents appropriate to carry out the tasks necessary for the General Municipal Election and to take actions related thereto.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Charter of the City of Merced, Sections 400 and 1000;
California Elections Code Section 10403.

CITY COUNCIL PRIORITIES

As provided for in the 2026-2027 Proposed Budget.

DISCUSSION

At the November 3, 2026, election, three Council Members will be elected to four-year terms (one each in districts two, four, and six).

The City has consistently recognized a cost savings in previous years by consolidating the General Municipal Election with the Consolidated Elections conducted by the Merced County Elections Office. The County has trained staff and volunteers, in addition to the necessary equipment, software, and locations to conduct elections efficiently and economically. Therefore, staff recommends that the City Council call for the General Municipal Election on November 3, 2026, and consolidate the General Municipal Election on November 3, 2026.

As in the previous years, candidates are to pay all costs for their Candidate Statements, and in the event of a tie vote after all votes have been counted, the tie will be resolved by a coin toss.

IMPACT ON CITY RESOURCES

It is estimated that the November 3, 2026, General Municipal Election will cost approximately $80,000. Funds have been included in the proposed Fiscal Year 2026-2027 budget to cover this expense.

ATTACHMENTS

1. Resolution 2026-32

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, CALLING A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF THREE MEMBERS OF THE CITY COUNCIL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, Section 1000 of the City Charter provides for general municipal elections for the election of officers, and for such other purposes as the City Council may prescribe, in the City in November of even numbered years and to the maximum extent possible consolidated with other elections held in the State and in the County of Merced.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to Section 1000 of the City Charter, a general municipal election shall be, and is hereby ordered to be, held in and for the City of Merced on Tuesday, November 3, 2026, for the object and purpose of electing three City Council Members, one seat each in Districts 2, 4 and 6 for four-year terms.

SECTION 2. That the general municipal election hereby called for November 3, 2026 shall be and is hereby ordered consolidated with the General Election to be held within the City on said date, and within the territory affected by the consolidation, all as required by and pursuant to law; and the election precincts, polling places, and officers of election within the City of Merced for said municipal election hereby called shall be the same as those selected and designated by the Board of Supervisors of the County of Merced for said consolidated election and set forth in the notice of election officers and polling places for said consolidated election published or to be published by the County Clerk of said County, as required by law, to which notice reference is hereby specifically made for a designation of the precincts, polling places, and election officers of the municipal election hereby called. The Board of

Supervisors will authorize the Registrar of Voters to canvass, or cause to be canvassed, the returns of said general municipal election with respect to the votes cast in the City of Merced and to certify the results to this City Council.

SECTION 3. Said general municipal election hereby called shall be held and conducted, and the votes thereat received and canvassed, and the return thereof made, and the result thereof ascertained and determined in accordance with the general election laws of the State of California, except as herein provided or as otherwise provided for in the City Charter.

SECTION 4. All persons qualified to vote at municipal elections in the City of Merced shall be qualified to vote at said general municipal election.

SECTION 5. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding regularly scheduled Consolidated/Unified District Elections.

SECTION 6. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 8. At the next regular meeting of this City Council occurring after the returns of said general municipal election have been canvassed by the Registrar of Voters of the County of Merced, and the certification of the results thereof to this City Council, or at a special meeting called thereafter for such purpose, this City Council shall cause to be spread upon its minutes a statement of the results of said general municipal election as ascertained by said canvass.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the __ day of _____ 2026, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 5-21-2026
City Attorney Date

ADMINISTRATIVE REPORT

File #: 26-339 Meeting Date: 6/15/2026

Report Prepared by: Daryl Jordan, P.E., City Engineer, Engineering Department

SUBJECT: Award of Bid and Approval of Contract to Provost and Pritchard Engineering Group, Inc. for Groundwater Monitoring Well and Municipal Well Sampling Services in the Amount of $506,250

REPORT IN BRIEF
Considers awarding a contract in the amount of $506,250 to Provost and Pritchard Engineering Group, Inc. to perform groundwater sampling services to support the City's PCE environmental investigation.

RECOMMENDATION
City Council - Adopt a motion:

A. Awarding a contract with Provost and Pritchard Engineering Group, Inc. for the five-year term of July 1, 2026 to June 30, 2031, in the amount of $101,250 annually for each of the fiscal years FY 2026/27, FY 2027/28, FY 2028/29, FY 2029/30 and FY 2030/31 to provide groundwater well and municipal well sampling services; and,

B. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by City Council; or,
3. Refer to staff for reconsideration of specific items; or,
4. Deny.

AUTHORITY
Charter of the City of Merced, Section 200, et seq.

Services with an estimated value greater than $34,000 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

CITY COUNCIL PRIORITIES
As provided for in the 2026-27 Adopted Budget.

DISCUSSION

The California Regional Water Quality Control Board requires the City of Merced (City) to sample groundwater monitoring wells and test for Tetrachloroethylene (PCE) in specified areas around the City. In addition, the California Department of Public Health and State Water Resources Control Board requires the City to monitor its drinking water for various contaminants, including the gasoline constituent Methyl Tertiary Butyl Ether (MTBE).

The above sampling requirements necessitate procuring the services of an appropriate environmental consulting firm with the relevant expertise, and staff issued a Request-for-Qualifications for the well sampling work.

Three firms submitted proposals as of the suspense date. An evaluation committee was convened consisting of Public Works and Engineering staff members. Each member rated the proposals by granting on criteria including, but not limited to: staff qualifications, technical experience, technical approach, and completeness.

The evaluators selected Provost and Pritchard Engineering Group, Inc. as the preferred proposal. Staff requested that Provost and Pritchard Engineering Group, Inc. provide a scope of work to meet the City's groundwater sampling requirements for a five-year period as detailed in the Request-for-Qualifications. Their fee proposal of $506,250 will be apportioned $101,250 equally for each of fiscal years FY 2026/27, FY 2027/28, FY 2028/29, FY 2029/30 and FY 2030/31.

IMPACT ON CITY RESOURCES

The proposed Fiscal Year 2026/27 budget includes an adequate balance in the Fund 6001 - Water System Enterprise Fund, professional services account 60016060-511012, for the first fiscal year 2026/27. Future appropriations will be incorporated into the annual budget.

ATTACHMENTS

1. Contract

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Provost & Pritchard Engineering Group,Inc., a Stock Corporation, whose address of record is 455 W. Fir Avenue, Clovis, California 93611, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to perform groundwater monitoring and municipal well sampling for PCE & MTBE investigations; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide well sampling services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the well sampling services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on June 30, 2031. The parties may by mutual agreement extend the term for up to two (2) additional five (5) year periods.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of $506,250.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars ($100,000) for any one person and as required by law, including Employer's Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

(i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Consultant shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

(iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

(iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

(v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

(i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

(ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

(iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov/.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY:_____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4-15-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:_____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
PROVOST & PRTICHARD
ENGINEERING GROUP, INC.,
A Stock Corporation

BY: _____
(Signature)

David Norman
(Typed Name)

Its: Director of Operations.
(Title)

BY: _____
(Signature)

_____
(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-2187078

ADDRESS: 455 W Fir Avenue
Clovis, CA 93611

TELEPHONE: _____
FAX: _____
E-MAIL:

Proposed Scope of Services to include:

TASK 1- PCE Project Sampling

This task will include activities related to obtaining groundwater data and facilitating the reporting of this data to regulatory agencies. Activities within this task will include:

- Qualified environmental consulting firm (Consultant) shall perform quarterly sounding/sampling of the PCE project monitoring wells for ten (10) quarters (4th quarter 2026 through 2nd quarter 2031, see Table 1 below and Attachment 1 for quantity of wells to be sampled);
- The Consultant shall provide **traffic control services at each sampling site as necessary** in general conformance to the "California Manual on Uniform Traffic Control Devices" (CA MUTCD, latest edition). An initial traffic control plan shall be submitted to the City for approval and issuance of an encroachment permit. Upon approval, this permit shall thereafter be used for the remainder of the contract term. The consultant shall contact the City each quarter for scheduling and coordinating activities so as to not conflict with potential street activity for utility trenching, private construction, etc.;
- The Consultant shall perform sounding/sampling of the wells according to schedule and protocols specified in following sections;
- The Consultant shall perform routine well box maintenance and repair. (For the purposes of quoting on this task, assume $3,000 per year on a time and materials basis to replace well lids, patch grout/asphalt/cement in or around well boxes, and/or replace stripped threads on lids. Activities shall be coordinated through City Project Manager for concurrence prior to repairs.)
- The Consultant shall complete and maintain *groundwater monitoring well* purging and sampling records in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the City no later than two weeks after each field event; Originals shall be submitted to the City no later than one month after each field event; the consultant may keep copies;
- The Consultant shall complete and maintain *municipal well* sampling Chain-of Custody documentation in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the City no later than two weeks after each field event; Originals shall be submitted to the City no later than one month after each field event; the consultant may keep copies;
- The consultant shall coordinate container/sample transport to or pick up by laboratory. The lab contract includes providing sample containers and consultant will pick up/drop off containers from WQCD office located at the City's Wastewater Treatment Plant (WWTP), 12060 Gove Road, Merced. Analyses are to be EPA Method 8260B, with eight (8) monitoring wells at Parkway PCE site also for hexavalent chromium EPA Method 218.6;
- The Consultant shall transport and dispose of well purge/decon water at the City of Merced Wastewater Treatment Plant (WWTP) headworks at no cost. The WWTP must be accessed before 3PM weekdays due to gate closure (Note- all work is Monday through Friday, no weekends).

Proposers are advised to consult the following reference to obtain information on PCE Project sites' locations, well locations, construction and depth to water data:

California State Water Resources Control Board GeoTracker database for the MERCED PCE- PARKWAY CLEANERS ***SL0604710326*** *site located at 1530 Yosemite Parkway, Merced (go to Site Maps/Documents tab and look for 2025 groundwater monitoring reports and review existing field logs in appendices.)*

The following table reflects the current well sampling quantity/schedule (by site name, calendar quarter) for the PCE Project:

Table 1
(all wells sounded semi-annually)

Site Name	Second Quarter	Fourth Quarter
Parkway	10	10
R Street	4	3
Sunshine	10	9
Bel Air	6	-
Simpsons	6	2
Totals	36	24

TASK 2 – Municipal Well Site Sampling
This task will include activities related to obtaining additional PCE and MTBE groundwater data.

Note: City of Merced Department of Public Works Water Division staff will be present to operate well pumps during all municipal well sampling activities. City WQCD staff will also be present and may conduct sampling while at the site for purposes unrelated to this procurement. For clarification on the sampling schedule below refer to Attachment 2 for an illustration of the first fiscal year 2026/2027 schedule starting July 1, 2026

Activities within this task will include:

- The Consultant shall perform quarterly sampling/sounding of the municipal well sites' monitoring wells [eleven (11) total] for five years (months of August, November, February, and May, for years 2026 through 2031, see Table 2 below);
    - The consultant shall purge the monitoring wells and facilitate sampling by WQCD staff for PCE analyses. Consultant shall not handle/manage samples beyond sampling device transfer to WQCD staff in the field;
- The Consultant shall perform sounding/sampling of the wells according to supplied schedule and protocols specified in following sections;
- The Consultant shall complete and maintain *municipal well* purging and sampling records in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email

to the City no later than two weeks after each field event; originals shall be submitted to the City no later than one month after each field event; consultant may keep copies;

- The Consultant shall complete and maintain *groundwater monitoring well* sampling Chain-of Custody documentation in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the City no later than two weeks after each field event; originals shall be submitted to the City no later than one month after each field event; consultant may keep copies;
- The Consultant shall transport and dispose of well purge/decon water at the City of Merced WWTP headworks at no cost.

The table below is provided for reference (well total depth data approximate). Note that the municipal wells will be sampled out of a spigot-type port (decon before use), while the monitoring wells will need to be purged/sampled according to standard environmental protocols:

Table 2

	Municipal Wells	Monitoring Wells (total depth in feet)			
Well Site #1	#1A	MW-1*			
		40'			
Well Site #2	#2B	MW-1	MW-2	MW-3	MW-4
		667'	*490'*	*242'*	*139'*
Well Site #3	#3C	MW-1	MW-2	MW-3	MW-4*
		560'	*242'*	*150'*	*110'*
Well Site #5	#5B	MW-10C			
		110'			
Well Site #7		MW-1			
		605'			
	4 total	11 total			

*Sampled if sufficient water is present. The municipal well sites' locations are all within a 2-mile radius of downtown Merced.

METHODOLOGY OVERVIEW AND APPROACH

Reliable environmental data is critical to all aspects of site assessment and remedial action programs for any site. Conversely, poor data quality due to inadequate implementation or documentation of sampling plans, mislabeling of samples and wells sampled significantly reduces the usability of the data set, misstating the actual field conditions. Sampling programs for large multi-site projects must be treated as a field priority and not as filler work. Wells must be measured and sampled within a short time as reasonable to produce relatively compatible data. Provost & Pritchard, as the reporting consultant since 2008, is directly affected by the results of data collected during the groundwater sampling episodes. Provost & Pritchard believes that we are the most qualified firm to continue conducting the groundwater sampling for this PCE and MTBE project for the following reasons:

- Provost & Pritchard's successful experience with previous sampling contracts
- Unmatched understanding of the PCE and MTBE project objectives and goals
- Dedicated staff to conduct the sampling
- Cost effective approach to groundwater monitoring

Provost & Pritchard has conducted groundwater monitoring for many projects over the past 20 years and understands that gathering quality information is very critical. When gathering information our approach always considers if:

- The Chain of Custody is completed correctly,
- are samples delivered or ship to arrive in temperature,
- the data is reliable,
- the data is reproducible, and
- the data quality (detection limits, methods and constituents) meets the project requirements and objectives.

Provost & Pritchard has read the RFQ in detail and is committed to conducting the sampling for both the PCE projects in accordance with the intent of the RFP, standard environmental practice, and the Merced County Department of Public Health, Division of Environmental Health, Local Oversight Program's Minimum Monitoring Well Sampling Requirements, in order to provide laboratory results that meet a high standard for reliability, accuracy and timeliness. Provost & Pritchard has conducted this sampling project for the last three years and several other projects in Merced County including the City of Merced, and is familiar with City, County and RWQCB requirements. We are confident that we can (as we have in the past) meet the requirements and meet or exceed the City's expectations for timeliness and budget control. Meeting these requirements is a part of providing reliable and reproducible data. It is also critical to accurately record the purging and sampling data appropriately so that, in the event of a questionable laboratory result, the documented field procedures and observations can provide some insight to the result(s). As requested in the RFP, Provost & Pritchard has included copies of our Chain of Custody and Sampling (Purge) Log for your review. If the City of Merced would like to have additional information included on the logs, Provost & Pritchard will provide a modified form for review and use.

Provost & Pritchard's commitment to the City is to complete the groundwater sampling within the first month of each quarter. Our practice is to treat sampling as the most critical aspect of data collection and management, and therefore dedicate staff, and make every attempt to complete the work consecutively without sending staff to other projects or sites.

The sampling records for both the PCE and the municipal well samplings will be submitted by e-mail to the City's Engineering Division no later than one week after the sampling event is completed. The original hard copies will be sent to the City of Merced Environmental Control Office within two weeks of the sampling being finished. Monitoring wells will be sampled in accordance with the schedules and number of wells listed under Task 1 and 2 in the RFP. We understand that the schedule for both the MTBE and PCE projects may vary over time, and we are willing and able to be flexible with the schedule and number of wells sampled. A significant reduction in the number of wells sampled on either project would result in cost savings to the City of Merced. Each Provost & Pritchard staff member assigned to this project is current with the 40-hour and 8-hour HAZWOPER certification as required by 29 CFR 1910.120.

PCE SAMPLING

Provost & Pritchard previously conducted PCE sampling for the City of Merced from the third quarter of 2010 through the second quarter of 2013 and from the third quarter of 2019 through the second quarter of 2026.

The intent of choosing sampling equipment is to allow for efficient and timely sampling and to minimize sampling error (reliability) and opportunity for cross-contamination. For the PCE sampling, Provost & Pritchard will use either the existing dedicated Waterra purging and sampling system for the intermediate and deep wells, and disposable bailers for purging and sampling of shallow wells. The use of other types of pump or samplings systems which introduce the potential of cross contamination and other sampling errors would be risky, given the sensitive nature of the laboratory testing and results in the past. If after a few quarters generally reproducible laboratory results are reported, Provost & Pritchard may in certain situations recommend the use of a submersible pump designed for environmental sites or other dedicated purging and sampling systems.

When taking depth to water levels in each well, Provost & Pritchard will sound the bottom of each well on each sampling event to ensure that the proper well is sampled. Provost & Pritchard placed a metal tag on each well in 2010, during the previous three-year contracting period, inside the street box, labeled with the well identification information. During the purging and sampling process EC, temperature and pH will be recorded on the sampling purge log (a blank copy has been included in our proposal). Copies of the purge logs will be submitted to the City Engineering Department by e-mail within one week of completing the field work, and within two weeks to the Environmental Control Office, as discussed above. Samples will be collected in sample containers provided by the City's contract laboratory, stored in an ice cooled chest under chain-of-custody and delivered to the laboratory by Provost & Pritchard staff. Travel and Trip blanks will be made of organic free water provided by the laboratory to reduce the likelihood of detections of trihalomethanes and other organic compounds. Purge water collected in the two 250-gallon trailer mounted tanks during the monitoring process will be delivered to the City's Wastewater Treatment Plant (WWTP) headworks for disposal. Provost & Pritchard has disposed of PCE purge water at this location for many years and is familiar with the process. It should be noted that the latest arrival time at the WWTP is 3:00pm daily. So, timing is critical to allow for the greatest level of efficiency. If a later disposal time could be arranged additional sampling could be achieved each day. Provost & Pritchard provides containers appropriate for purge water containment and transportation to the WWTP with two 250-gallon trailer mounted tanks.

If the site well is inaccessible during the sampling event, we will make every effort to sample the well or return within two days. If a well is still not accessible, the City will be notified before we complete the sampling event.

Provost & Pritchard previously conducted PCE sampling for the City of Merced from the Third Quarter 2010 through the Second Quarter 2013 and from the Third Quarter 2019 through the Second Quarter 2026.

MUNICIPAL WELL SAMPLING

Provost & Pritchard has conducted the Municipal Well sampling for the City of Merced from the Third Quarter 2019 to Second Quarter 2026, and from the Third Quarter 2010 to Second Quarter 2013. Provost & Pritchard's experience with these sites and overall expertise with groundwater sampling will provide the City with a higher level of reliability and sample reproducibility. This is critical for continued support at the same level.

Several of the monitoring wells associated with the municipal wells are well over 200 feet deep (Table of Wells Task 2 RFP) and are constructed of 2-inch PVC or metal casing. Historic purging and sampling of these wells appears to have been limited to depths above 200 feet due to available pumping technology. Provost & Pritchard will sound the bottom of each well (label

each well) to ensure that the appropriate wells are sampled at each sampling event, and will then record the information on the purge log reference above. The general standard practice is to purge three boring volumes, at a minimum, to produce a representative sample. The purging and sampling are typically conducted from within the screened zone of the well. This is not practicable for many wells. Provost & Pritchard will conduct the purging and sampling of these deep monitoring wells with a Grundfos Redi-Flo 2© pump owned by Provost & Pritchard from approximately 200 to 240 feet. Our cost estimate and schedule are based on this technique, and we will continue to be able to meet the City's requirements as detailed in the RFP. Equipment decontamination will be conducted by circulating a non-phosphate cleaning solution through the pump and associated hoses, followed by a clean water rinse and a final deionized (DI) water rinse. The exterior surfaces of the pump and hoses will be decontaminated using the same procedure.

Provost & Pritchard understands the importance of the Municipal Well sampling and the integrity of the sample results required for the future of this project.

Purge water from the monitoring wells associated with municipal wells will be collected in two 250 gallon trailer mounted tanks for disposal at the WWTP. Any surface disturbance (dislocated gravel) will be restored in pre-sampling condition.

The sampling of the municipal wells themselves will be conducted by Provost & Pritchard staff after City staff have provided access and switched on the pump (if not running when the sampling event is scheduled). Water will be run through the sample tap for a minimum of 5 to 10 minutes to remove any stagnate water before sampling. Water samples will be collected and labeled, placed in the ice chest and shipped with the monitoring well samples from the same site as described above.

While repeating a previous statement, we want to be clear about Provost & Pritchard's view on data collection and sampling: Our practice is to treat sampling as the most critical aspect of data collection and management and therefore dedicate staff and make every attempt to complete the work consecutively without sending staff to other projects or sites.

TRAFFIC CONTROL SERVICES

Provost & Pritchard has traffic control devices for monitoring wells in parking lots and other areas needing the appropriate control. Otherwise, Provost & Pritchard will utilize Alert O Lite to provide traffic control for the PCE sampling. The currently approved traffic control plans will be resubmitted for approval. Alert O Lite traffic control will be necessary for the following monitoring wells:

Simpson's Cleaners:

- S47-S-1, S47-I-1, and S47-D-1 in M Street
- S47-S-3, S47-I-3, S47-D-3 in Main Street

Sunshine Cleaners:

- S46-I-1 and S46-D-1 in T Street
- S46-I-2 and S45-D-2 in 18th Street
- S46-S-3, S46-I-3, S46-D-3 in Main Street

Bel Air Cleaners:

- S14-S-2, I-2, and D-2 in P Street
- S14-S-3, I-3, and D-3 in Q Street
- S14-S-1, I-1, and D-1 in P Street

Parkway Cleaners :

- S45-I-3, D-3 in Shirley St

Traffic control costs are included in the fee estimate.

FEE PROPOSAL AND BUDGET

Based on the 2022-2026 contract, Provost & Pritchard included a 15% increase (3% annually) from the previous contract to account for inflation, gas prices, and labor cost increases.

BUDGET	
Budget Categories	Task Sub-total
TASK 1 - PCE PROJECT SAMPLING	$290,000
TASK 2 - MUNICIPAL WELL SITE SAMPLING	$201,250
(WELL REPAIR @ $3,000/YEAR FOR FIVE YEARS)	$15,000
NOT TO EXCEED TOTAL CONTRACT COST	**$506,250**

FEE PROPOSAL		
Staff Name	Title	Hourly Rate
DAVE NORMAN	PRINCIPAL IN CHARGE PRINCIPAL ENVIRONMENTAL SPECIALIST	$278
STEPHANIE GILLASPY, EIT	PROJECT MANAGER SENIOR ENVIRONMENTAL SPECIALIST	$218
DARYLYN TACHELLA, PG	QUALITY ASSURANCE/QUALITY CONTROL PRINCIPAL GEOLOGIST/HYDROGEOLOGIST	$222
YVAN MENDOZA, PG, QSD/P	ASSOCIATE GEOLOGIST/HYDROGEOLOGIST PROJECT GEOLOGIST	$172
MOISES QUINTERO	GROUNDWATER MONITORING AND SAMPLING ASSISTANT GEOLOGIST/HYDROGEOLOGIST	$142

ADMINISTRATIVE REPORT

File #: 26-490 Meeting Date: 6/15/2026

Report Prepared by: Rhett Williams, Airport Manager

SUBJECT: Approval of Lease Agreement, in Form, Between General Services Administration on Behalf of the Transportation Security Administration and City of Merced for Use of Approximately 711 Rentable Square-Feet in the Merced Yosemite Regional Airport Terminal

REPORT IN BRIEF

Considers approving Lease Agreement between the City of Merced and General Services Administration (GSA). The GSA is representing the Transportation Security Administration (TSA) who is wanting to lease approximately 711 Rentable Square-Feet in the Merced Yosemite Regional Airport.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Lease Agreement between the General Services Administration and City of Merced, in form; and,

B. Authorizing the City Manager and City Attorney to make changes to the Lease Agreement without changing the base rates in the Agreement; and,

C. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve the agreement, as recommended by the Regional Airport Authority; or
2. Approve the agreement, subject to modification by City Council (identify specific items to amend in the motion); or
3. Deny; or,
4. Continue to a future City Council meeting (date and time to be specified in the motion).

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

City of Merced FY 2025-2026 Budget, Section 7, Economic Development - AIRPORT, GOALS, “Enter into new leases and agreements for provision of aviation related services to generate additional operating revenues.”

DISCUSSION

GSA/TSA presence is important for Merced Yosemite Regional Airport. The Department of Transportation (DOT) awarded Contour Airlines a four-year contract to provide commercial air service to Merced Yosemite Regional Airport as part of the Essential Air Service (EAS) program.

GSA/TSA functions as an essential airport tenant alongside the airline operator supporting annual growth and ensuring Merced Yosemite Regional Airport can meet federal aviation standards and maintain continued air service.

The presence of TSA positively reinforces airline partnerships, such as the DOT-awarded Contour Airlines service contract, by ensuring the airport can support secure, federally compliant commercial operations. The proposed term of the lease is for up to 10 years beginning July 1, 2026.

To operate from the new terminal, a Lease Agreement is required by the City of Merced and General Service Administration. A copy of the Lease Agreement, in form, is provided.

Key Term - Rent Schedule

Rentable Square Feet - 711

Uses - Information technology closet, storage, break room, training room, and office space.

10-Year Rent Schedule

Year	Term Type	Shell Rate (RSF)	Operating Costs (RSF)	Full Service Rate (RSF)	Shell Annual Rent	Operating Annual Rent	Total Annual Rent
1	Firm Term	46.27	23.50	69.77	32,893.97	16,712.50	49,606.47
2	Firm Term	47.66	23.50	71.16	33,878.26	16,712.50	50,590.76
3	Firm Term	49.09	23.50	72.59	34,893.99	16,712.50	51,606.49
4	Firm Term	50.56	23.50	74.06	35,941.76	16,712.50	52,654.26
5	Firm Term	52.08	23.50	75.58	37,022.88	16,712.50	53,735.38
6	Non-Firm Term	53.64	23.50	77.14	38,137.94	16,712.50	54,850.44

7	Non-Firm Term	55.25	23.50	78.75	39,288.75	16,712.50	56,001.25
8	Non-Firm Term	56.91	23.50	80.41	40,475.01	16,712.50	57,187.51
9	Non-Firm Term	58.61	23.50	82.11	41,697.71	16,712.50	58,410.21
10	Non-Firm Term	60.37	23.50	83.87	42,958.07	16,712.50	59,670.57

Passenger Benefit: Passengers flying on Contour Airlines from Merced Yosemite Regional Airport to Los Angeles International Airport (LAX) or Harry Reid International Airport (LAS) will be screened by the TSA. This will allow flyers to make connecting flights at LAX and LAS without going through the TSA again. GSA/TSA screening enables passengers to make seamless connections through major hubs such as LAX and LAS, improving the overall travel experience and increasing the airport's attractiveness to travelers.

The ability to offer screened, connectable flights helps raise total passenger counts, which directly influences the level of FAA funding the airport may potentially qualify for. Elevating passenger numbers strengthens the airport's long-term financial position.

Background

During its May 19, 2026, meeting, the Regional Airport Authority reviewed the proposed General Services Administration Lease Agreement and unanimously recommended approval of the agreement to the City Council.

IMPACT ON CITY RESOURCES

The lease revenue amount was included in the proposed FY 26-27 Fund 6003 Airport Operations budget.

ATTACHMENTS

1. Lease Agreement, in form, with GSA

LEASE NO. GS-09P-LCA03522

A. This Lease is made and entered into between

City of Merced

(Lessor), whose principal place of business is 678 W 18th St, Merced, CA 95340, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

26 Macready Dr, Merced, CA 95341

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

A. Office and Related Space. **711** rentable square feet (RSF), yielding **711** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor. The Common Area Factor (CAF) is established as **0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking. **00** parking spaces are, reserved for the exclusive use of the Government, of which **00** shall be structured/inside parking spaces and **00** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

-	Year	Shell Rental Rate /RSF	Operating Costs /RSF	Full Service Rate /RSF	Shell Annual Rent ($)	Operating Annual Rent ($)	Annual Rent ($)
Firm Term	**1**	$46.27	$23.50	$69.77	$32,893.97	$16,712.50	$49,606.47
Firm Term	**2**	$47.66	$23.50	$71.16	$33,878.26	$16,712.50	$50,590.76
Firm Term	**3**	$49.09	$23.50	$72.59	$34,893.99	$16,712.50	$51,606.49
Firm Term	**4**	$50.56	$23.50	$74.06	$35,941.76	$16,712.50	$52,654.26
Firm Term	**5**	$52.08	$23.50	$75.58	$37,022.88	$16,712.50	$53,735.38
Non-Firm	**6**	$53.64	$23.50	$77.14	$38,137.94	$16,712.50	$54,850.44
Non-Firm	**7**	$55.25	$23.50	$78.75	$39,288.75	$16,712.50	$56,001.25
Non-Firm	**8**	$56.91	$23.50	$80.41	$40,475.01	$16,712.50	$57,187.51
Non-Firm	**9**	$58.61	$23.50	$82.11	$41,697.71	$16,712.50	$58,410.21
Non-Firm	**10**	$60.37	$23.50	$83.87	$42,958.07	$16,712.50	$59,670.57

B. Intentionally Deleted

C. Intentionally Deleted

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **711** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.

E. Intentionally Deleted

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"

2. Intentionally Deleted

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **120** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA 3517A, General Clauses (Simplified)	10	B

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **$23.50** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **L6YVDNJHHSQ7**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.

2. "Contractor" means Lessor.

3. "Days" means calendar days, unless specified otherwise.

4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.

5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

   a. Acts of God or of the public enemy,

   b. Acts of the United States of America in either its sovereign or contractual capacity,

   c. Acts of another contractor in the performance of a contract with the Government,

   d. Fires,

   e. Floods,

   f. Epidemics,

   g. Quarantine restrictions,

   h. Strikes,

   i. Freight embargoes,

   j. Unusually severe weather, or

   k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).

7. "Lease Term Commencement Date" means the date on which the lease term commences.

8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.

9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.

2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. “Appurtenant Areas” means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).

4. “Broker” means GSA’s broker, if GSA awarded this lease using a contract real estate broker.

5. “Building” means building(s) situated on the property in which the premises are located.

6. “Commission Credit” means the amount of commission that is credited to the lease, if GSA’s broker agreed to forgo a percentage of its commission, in connection with the award of this lease.

7. “Common Area Factor (CAF)” means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

8. “Firm Term” means the part of the lease term that is not subject to termination rights.

9. “Non-Firm Term” means the part of the lease term following the end of the firm term, which is subject to termination rights.

10. “Premises” means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.

11. “Property” means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.

12. “Rentable Space or Rentable Square Feet (RSF)” means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

13. “Space” means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007,

and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, HTTPS://WWW.SAM.GOV/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason.

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (OCT 2024)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☐ INITIAL & REPLACEMENT	☐ OTHER
☒ ELECTRICITY	☐ CHILLED DRINKING WATER	☐ WINDOW WASHING	LAMPS, TUBES & BALLASTS	(Specify below)
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency _____	☒ PAINTING FREQUENCY	_____
☒ WATER (Hot & Cold)	☐ RESTROOM SUPPLIES	☒ CARPET CLEANING	Space 5 Years	
☒ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency Annual	Public Areas 5 Years	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services are required on weekends and/or Federal holidays. Services, maintenance, and utilities shall be provided from **05:00 AM to 05:00 AM,**

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)~~ INTENTIONALLY DELETED

4.07 INDOOR AIR QUALITY (MAY 2025)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues,

lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. Actionable Condition. An actionable condition is defined as either:

1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.

1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.

2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

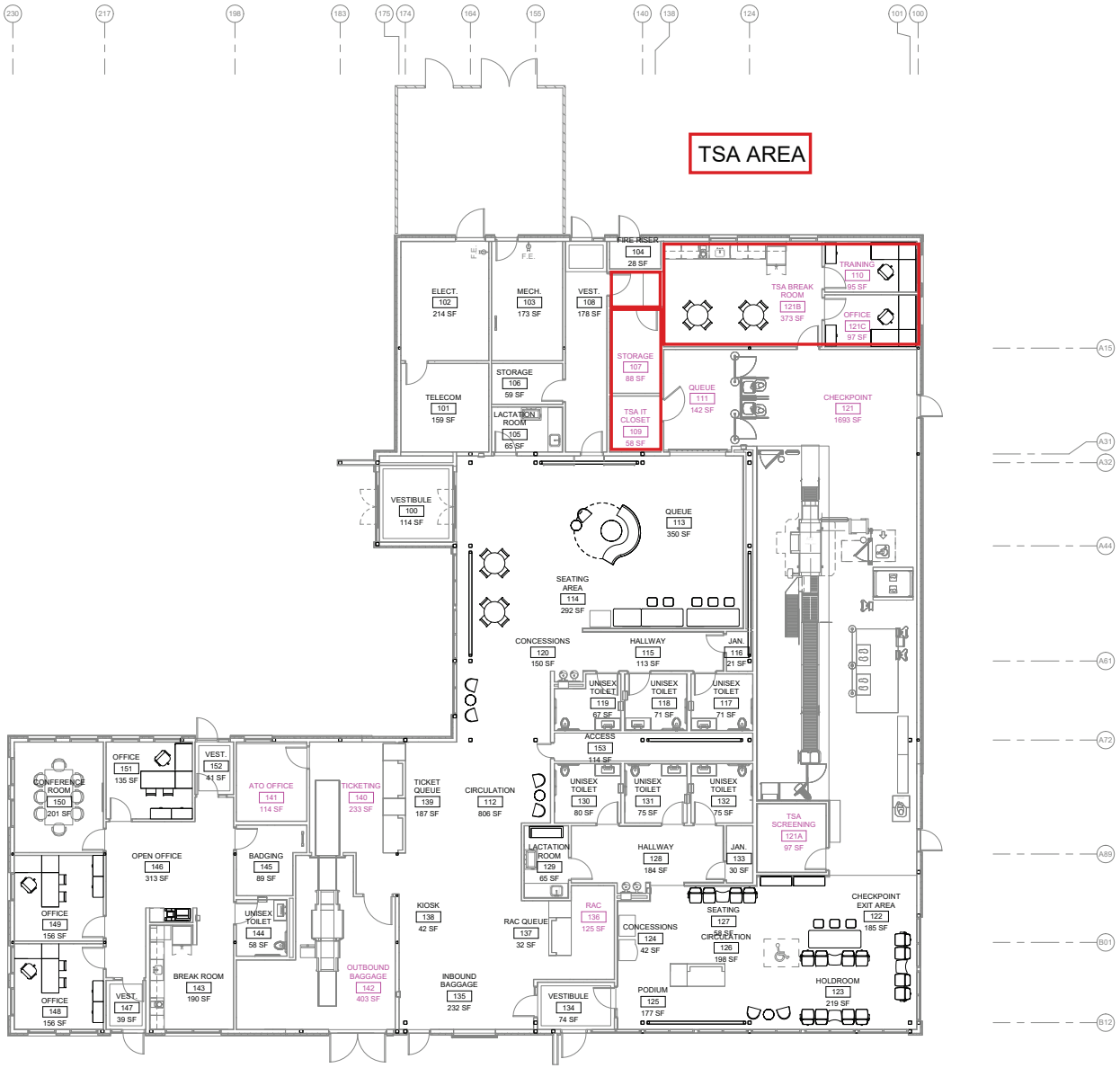
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

Exhibit A - Floorplan



MCE MERCED YOSEMITE REGIONAL AIRPORT
TERMINAL REPLACEMENT PROJECT 2023
10.23.2024

FLOOR PLAN Mead & Hunt

Lessor: _____ Government: _____

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.270-20	PAYMENT (DEVIATION)
7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
12	*Clauses incorporated by reference include:*	
	FAR 52.204-92	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
FAR 52.226-7	DRUG-FREE WORKPLACE
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT
FAR 52.233-1	DISPUTES
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
GSAR 552.270-12	ALTERATIONS
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES
GSAR 552.270-28	MUTUALITY OF OBLIGATION
GSAR 552.270-31	PROMPT PAYMENT

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

3. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

4. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor’s failure to inspect for or correct a hazardous condition.

5. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

6. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

8. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

9. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal**,** and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

10. FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025 – GSA Class Deviation RFO-2025-40)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

11. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

12. The following clauses are incorporated by reference:

FAR 52.204-92	SECURITY REQUIREMENTS (NOV 2025 – GSA Class Deviation RFO-2025-40) (Applicable when the contract may require access to classified information.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over $30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025) (Applicable to leases over $35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over $2,000,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025) (Applicable to Leases over $750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over $750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (JAN 20254) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases $150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over $15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

	(Applicable to leases $150,000 or more, total contract value.)
FAR 52.226-7	DRUG-FREE WORKPLACE (MAY 2024) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232–23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
FAR 52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA Class Deviation RFO-2025-40)
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-491 Meeting Date: 6/15/2026

Report Prepared by: Rhett Williams, Airport Manager

SUBJECT: Approval of a Lease Agreement between Contour Airlines and the City of Merced for 347 Square-Feet in the Merced Yosemite Regional Airport for a Four-Year Term, July 1, 2026 Through June 30, 2030

REPORT IN BRIEF
Considers approval of Lease Agreement between City of Merced and Contour Airlines which includes leased space and common area maintenance terms for office use, ticket counter space, and other amenities in the Merced Yosemite Regional Airport.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving the Lease Agreement between Contour Airlines and City of Merced, in form; and,

B. Authorizing the City Manager and City Attorney (Approved As To Form) to make further revisions to the Agreement without changing the base rates in the Agreement; and,

C. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES
1. Approve the Agreement, as recommended by the Regional Airport Authority; or
2. Approve the Agreement, subject to modification by City Council (identify specific items to amend in the motion): or
3. Deny;

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
City of Merced FY 2025-2026 Budget, Section 7, Economic Development - AIRPORT, GOALS, “Enter into new leases and agreements for provision of aviation related services to general additional operating revenues.”

DISCUSSION
The Department of Transportation (DOT) awarded Contour Airlines a four-year contract to provide

commercial air service to Merced Yosemite Regional Airport as part of the Essential Air Service (EAS) program. The new DOT contract allows Contour Airlines to begin service on July 1, 2026, and will expire on June 30, 2030, unless extended by the DOT. To operate from the new terminal, Contour Airlines will need to enter into an Agreement with the City of Merced. A copy of the Lease Agreement, in form, is attached.

Key terms of the Lease Agreement include the following:

Rent: The rents to be paid by Contour Airlines shall be the sum of the following:

Area to be leased: 347 square-feet @ $26.27/per square-foot (base rate)

Year 1: $9,115.69 per month
Year 2: $9,389.16 per month
Year 3: $9,670.84 per month
Year 4: $9,960.96 per month.

Beginning July 1, 2026, rent shall increase three percent (3%) annually on July 1st of each year.

Landing Fees: Contour Airlines will also pay landing fees of $93.00 per landing.

CAM Charges: As compensation for common area maintenance (CAM), Contour Airlines will pay a CAM fee each year and adjust (3%) annually increase.

CAM Area: 4,593 square-feet @ $0.55/per square-foot (base rate)

Year 1 (July 1, 2026, to June 30, 2027) $2,526.15 per month
Year 2 (July 1, 2027, to June 30, 2028) $2,601.93 per month
Year 3 (July 1, 2028, to June 30, 2029) $2,679.98 per month
Year 4 (July 1, 2029, to June 30, 2030) $2,760.32 per month

Should Contour Airlines exceed 10,000 revenue passenger enplanements in a fiscal year, the City will reduce the rent by $1,000 per month for the duration of the fiscal year as a performance incentive. Achieving the 10,000 per year revenue passenger enplanement number will make the Merced Yosemite Regional Airport eligible for $1,000,000 of additional FAA funding for airport improvement purposes.

Passengers flying Contour Airlines from the Merced Yosemite Regional Airport to the Los Angeles International Airport (LAX) and Harry Reid International Airport (LAS) will be subject to TSA screening. Travelers will be able to book connecting flights from the respective airports without having to go through TSA. The seamless service may result in an increase in passenger counts leading to more funding from the FAA.

Regional Airport Authority Action

During its May 19, 2026, meeting, the Regional Airport Authority reviewed the proposed Lease, in

form, and unanimously recommended approval of the Lease Agreement to the City Council.

IMPACT ON CITY RESOURCES

Based on the terms and provisions of the Lease Agreement with Contour Airlines, staff projects revenues from rent, CAM charges, landing fees, and equipment rental will generate approximately $217,581.00. Comparatively speaking, the current Fiscal Year rent from Advanced Airlines is expected to be $115,401.00. The Net Revenue Increase leasing and working with Contour Airlines is projected at $102,180.00.

ATTACHMENTS

1. Lease Agreement with Contour Airlines

DRAFT IN FORM

LEASE AGREEMENT

BETWEEN

CITY OF MERCED
AND

CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made and entered into as of July 1, 2026 ("Effective Date"), by and between the CITY OF MERCED, a California Charter Municipal Corporation, hereinafter referred to as "Lessor", and CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES, a Tennessee corporation, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor operates and administers an airport known as the Merced Yosemite Regional Airport located in the City of Merced, County of Merced, State of California, located at 2000 Macready Drive, Merced, California 95341 hereinafter called the "Airport".

WHEREAS, Lessee is engaged in the business of commercial air transportation with respect to persons, property and cargo; and,

WHEREAS, Lessee desires to lease certain premises, facilities, rights, licenses, services and privileges in connection with and on the Airport, and Lessor is willing to lease the same to Lessee upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, certain premises and facilities, rights, licenses, services and privileges in connection with and on the Airport, as follows:

ARTICLE I
Term of Agreement

1.1. Term. This Agreement shall continue in effect from 12:00 AM on the Effective Date to and through 11:59 PM on June 30, 2030 ("Expiration Date"), subject to earlier termination as provided in Article XIII hereof, and shall continue thereafter on a month-to-month basis, under the terms of this Agreement, until terminated by either party giving sixty (60) days prior written notice to the other party.

ARTICLE II
Leased Premises

The leased premises ("Premises") are located at the Merced Yosemite Regional Airport Terminal, 2000 Macready Drive, Merced, California, 95341 and consists of approximately 347 square feet of offices and counters for Lessee's exclusive use ("Exclusive Use Space"), and approximately 4593 square feet of common area for Lessee's non-exclusive use, including secured gate, waiting area, restrooms, and lobby. Lessee also receives non-exclusive rights to use of the Airport and its aviation improvements, including, without limitation, aprons, taxiways, and runways. The Premises is depicted in Exhibit A.

ARTICLE II
Grant Of Rights To Use Airport And Facilities

3.1. Grant of Rights to Use.

3.1.1. General. Lessor hereby grants to Lessee the right to conduct activities on the Airport directly connected with its business of air transportation, upon the terms and subject to the conditions set forth herein. For purposes of this Agreement, "Lessor Party" shall mean shall mean the City of Merced, California, and its respective Council Members, officials, directors, officers, employees, agents, representatives, contractors, successors and assigns. "Lessee Party" shall mean Corporate Flight Management, Inc. D/B/A Contour Airlines and its affiliates, if any, and their respective shareholders, partners, directors, officers, employees, agents, representatives and contractors.

3.1.2. Exclusive Use Space. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Exclusive Use Space, as defined in Article II.

3.1.3. Joint Use Space. Lessor hereby grants to Lessee a non-exclusive license to use, in common with others and subject to the direction of Lessor, the Joint Use Space, upon the terms and subject to the conditions set forth in this Agreement. Lessor shall have the right, at any time or from time to time during the term hereof and in Lessor's sole and absolute discretion, to (i) terminate Lessee's license to use some or all of the Joint Use Space, (ii) reduce, expand or otherwise modify the Joint Use Space, (iii) grant to others a license to use the Joint Use Space, and/or (iv) grant to Lessee a non-exclusive license to use, in common with others and subject to the direction of Lessor, other areas of the Joint Use Space.

3.1.4. Other Areas and Facilities. Lessee may operate pursuant to a non-exclusive license to use, consistent with federal law and Lessor policy and procedure, in common with others and subject to the exclusive control and management of Lessor, other areas, facilities, equipment, improvements and services at the Airport for use in connection with Lessee's business of air transportation. In addition, Lessor shall have the right, at any time and from time to time during the term hereof, to terminate or modify any rights granted to Lessee pursuant to this subsection.

3.1.5. Rights of Ingress and Egress. Lessee shall have full and free right to ingress to and egress from Airport over roadways of Lessor, for itself, its employees, passengers and invitees.

3.1.6. Acceptance of Space. Lessee hereby accepts the Exclusive Use Space in the condition existing as of the Effective Date. Lessee hereby agrees that the Premises are in a good and usable condition and acknowledges that Lessee has inspected the Premises and other areas of the Airport to its satisfaction and acknowledges that Lessor is not obligated to make any repairs or alterations to the Premises or any other areas of the Airport.

3.1.7. Civil Code Section 1938 Disclosures. In accordance with Civil Code Section 1938(a), the parties acknowledge that, as of the execution of this Agreement, the Premises have not been inspected by a certified access specialist. Additionally, the parties acknowledge the disclosure specified in Civil Code Section 1938(e), which states:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

3.1.8. Reservations to Lessor. Lessee further accepts the Premises subject to any and all existing easements and encumbrances. Lessor reserves the right, without obligation, to install, lay, construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. Lessor also reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Premises. No right reserved by Lessor in this subsection shall be so exercised as to interfere unreasonably with Lessee's operations hereunder.

3.1.9. Lessor's Right of Access. Lessor shall have access to the Premises at all times in cases of emergency. Lessor shall also have access to the Premises at any time for the purpose of examining the same to ascertain if they are in good repair, inspecting any work in progress, making repairs which Lessor may be required or permitted to make hereunder, or exhibiting the same to prospective purchasers or airlines or other prospective or actual tenants, licensees or other users of the Airport. Such entry shall be made in a manner which will not unreasonably interfere with Lessee's use of the Premises, except in case of emergency. In the event that Lessee is not personally present to open and permit entry to Exclusive Use Space, Lessor may enter by means of a master key or may enter forcibly and shall incur no liability to Lessee as a result of such entry, and this Agreement shall not be affected thereby.

ARTICLE III
PERMISSIBLE USES

4.1. Use of Airport and Facilities.

4.1.1. Principal Use of Airport. Lessee hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now or hereafter are permitted by Lessor to be conducted on or at the Airport, including Lessee's business and operations pursuant to this Agreement, must be at all times compatible with and subordinate to such principal use, as Lessor, in its sole and absolute discretion, shall determine.

4.1.2. Permissible Uses.

4.1.2.1. Exclusive Use Space. Lessee shall use the Exclusive Use Space solely for the purpose of operating Lessee's business of air transportation.

4.1.2.2. Joint Use Space. Lessee shall use the Joint Use Space solely for the sale of air transportation, handling, ticketing, billing and manifesting of passengers and for purposes of taxiing, servicing, loading, unloading and parking of Lessee's aircraft and storage of a reasonable amount of equipment required with respect thereto in connection with Lessee's business of air transportation.

4.1.2.3. Airport Areas. Lessee shall use all areas and/or facilities, equipment, improvements and services at the Airport made available to Lessee pursuant to this Agreement, solely for the purposes relating to Lessee's air transportation. Such use shall be limited to one or more of the following:

4.1.2.3.1. The repairing, maintaining, conditioning, servicing, testing, parking or storage of aircraft or other equipment operated by Lessee or any agency or branch of the United States Government; provided, however, such right shall not be construed as authorizing the conduct of a separate business by Lessee but shall permit Lessee to perform such functions only as an incident to its conduct of air transportation.

4.1.2.3.2. The ground training on the Airport of personnel in the service of or employ of, or to be employed by, Lessee or any agency or branch of the United States Government; provided, however, such right shall not be construed as authorizing the conduct of a separate business by Lessee but shall permit Lessee to perform such functions only as an incident to its conduct of air transportation.

4.1.2.3.3. The sale, lease, transfer, disposal or exchange of Lessee's aircraft, engines, accessories and other equipment or supplies; provided, however, such right shall not be construed as authorizing the conduct of a separate business by Lessee but shall permit Lessee to perform such functions only as an incident to its conduct of air transportation. Lessee shall not sell aviation fuel, propellants or lubricants except when such aviation fuel, propellants or lubricants are not available for sale by an authorized supplier located on the Airport.

4.1.2.3.4. The servicing by Lessee, or by Lessor or Lessor's designee, of aircraft and other equipment operated by Lessee on the Apron Area, by truck or otherwise, with aviation fuel, propellants, lubricants or any other materials or supplies required by Lessee.

4.1.2.3.5. The right to land, take-off, fly, taxi, tow, load and unload aircraft or other equipment used by Lessee in its conduct of air transportation.

4.1.2.3.6. The right to install and operate advertising signs representing Lessee's business, which signs shall be substantially uniform in size, type and location with those of other airlines using the Terminal Building. The "Terminal Building" shall mean the terminal building, as shown on the depiction attached hereto as Exhibit A and incorporated herein by reference, as the same may be modified or improved from time to time. The number, type, size, design and location of all of such signs shall be consistent with Lessor's

graphic standards and shall be subject to the prior written approval of Lessor and shall comply with all applicable Agency requirements.

4.1.2.3.7. The right to install, maintain and operate, by Lessee, both air-to-ground communications and communications systems between suitable locations on the Airport, subject to the prior written approval of Lessor.

4.1.2.3.8. Customary fueling and servicing of Lessee's aircraft at its aircraft parking positions preparatory to loading and take-off or immediately following landing and unloading, and/or any maintenance of aircraft, vehicles or equipment at places and in accordance with Lessor's Rules and Regulations so long as such activities are not unreasonably unsightly, offensive or annoying to the public and provided that the same shall not interfere with other operations of the Airport.

4.2. Conduct of Lessee's Business.

4.2.1. Standards. In addition to any and all other terms, conditions and requirements under this Agreement, Lessee shall comply strictly with the terms, conditions and requirements set forth in this Section 4.2. In its use of the Airport pursuant to this Agreement, Lessee shall maintain the highest degree and standards of service to meet the needs of the traveling public.

4.2.2. Conduct of Employees. Lessee shall monitor the conduct, demeanor and appearance of its employees and all other individuals constituting Lessee Parties and shall require its employees to wear clean and neat appearing clothing and shall take all actions necessary to ensure their courteous, polite and inoffensive conduct and demeanor. Upon objection from Lessor concerning the conduct, demeanor or appearance of any such individual, Lessee immediately shall take all steps necessary to correct or remove the cause of the objection.

4.2.3. Interference with Utilities, Police, Fire Fighting. Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Premises or elsewhere on the Airport, nor shall Lessee do or permit to be done anything which may interfere with free access or passage to the Premises, the streets, roads, parking lots, curb areas, entryways, exits, sidewalks or the public areas adjacent thereto, or any other areas of the Airport. In addition, Lessee shall not hinder police, fire fighting or other emergency personnel in the discharge of their duties.

4.2.4. Interference with Fire Exits. Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of fire exits, elevators or escalators in or adjacent to the Premises or elsewhere at the Airport, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

4.2.5. Nuisance. Lessee shall not use or permit the use of the Premises or any other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants, concessionaires, licensees or users of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport or (iv) increase the premiums for any fire insurance policies

covering the Airport or any property located therein. Lessee, at its expense, shall comply with all rules, orders, regulations, or requirements of the American Insurance Association, or any other similar body.

4.2.6. Boarding, Enplaning and Unloading Passengers. In connection with the use of the Premises and the other areas of the Airport, no Lessee Party shall knowingly board, enplane or unload, or permit the boarding, enplaning or unloading of, revenue passengers, either on a scheduled or nonscheduled basis, except as authorized by Lessor's policies and procedures and applicable federal law.

4.2.7. Lessor Noise Abatement Rules. Lessee hereby acknowledges that Lessee has read and understands the Noise Abatement Rules and hereby covenants to conduct its business and flight operations in compliance with the Noise Abatement Rules.

4.3. Licenses and Permits; Compliance with Laws. Lessee, at Lessee's own cost and expense, shall obtain and maintain in effect at all times during the term hereof all licenses, permits, certificates, approvals and other authorizations required by any applicable Law in connection with Lessee's performance of this Agreement or the conduct of Lessee's business and operations at the Airport. Lessee shall comply with all applicable Laws in the conduct of Lessee's business and operations at the Airport. Nothing in this Agreement, including provisions relating to specific Laws, shall be construed as limiting the generality of this Section.

4.4. Compliance With FAA Grant Assurances and Airport Use. Lessee acknowledges and understands that Lessor is obligated to comply with the provisions of Exhibit B and Exhibit C attached hereto and by this reference incorporated herein constituting required FAA contract provisions and FAA grant assurances. Lessee agrees that it shall not do anything that will cause or contribute to the violation by Lessor of any of the provisions of Exhibit B and Exhibit C. In connection with the ownership and use of the Airport by Lessor, Lessee hereby agrees as follows:

4.4.1. Maintenance, Development or Improvement of Landing Area. Lessor reserves the right to maintain and further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

4.4.2. Agreements with and Rights of United States. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, or any lawful requirement of the United States, relative to the development, operation or maintenance of the Airport. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or nonexclusive use of the Airport, by the United States during the time of war or national emergency or otherwise.

4.4.3. Reservation of Rights. There is hereby reserved to Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises and all other areas of the Airport. This public right of flight shall include the right to cause within such airspace any noise inherent in the operation of any aircraft used for

navigation or flight through such airspace or landing at, taking off from or operating on the Airport.

4.4.4. Height Restrictions. Lessee shall not erect or permit the erection of any structure or object, nor permit the growth of any tree, on the Premises or elsewhere at the Airport in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Lessor. In the event the aforesaid covenants are breached, Lessor shall have the right to enter upon the Premises or other areas at the Airport to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Lessee.

4.4.5. Interference with Aircraft. Lessee shall not make use of the Premises or any other areas at the Airport in any manner which might interfere with the landing or taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event the aforesaid covenant is breached, in addition to all other rights and remedies of Lessor, Lessor shall have the right to enter upon the Premises or other areas at the Airport and cause the abatement of such interference, at the expense of Lessee.

4.4.6. Construction of Alterations. In the event any future structure or building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations.

4.4.7. Non-Exclusive Rights. Nothing herein contained shall be deemed to grant Lessee any exclusive right or privilege within the meaning of 49 U.S.C. Section 40103(e) with respect to any activity on the Airport, except that, subject to the terms and provisions hereof, Lessee shall have the right to exclusive possession of any Exclusive Use Space made available to Lessee under the provisions of this Agreement.

4.5. Ground Transportation. Lessee shall have the right to operate, or contract for the operation of, any ground transportation service of its choice for the carriage of its passengers and cargo to and from the Airport. Loading and unloading space for vehicles so engaged shall be at locations convenient to Lessee's operations, whether on or off the leased Premises as defined in Article II. Parking space for such vehicles and for automobiles of Lessee's employees, passengers and invitees may be provided by Lessee, with or without charge, in the Public Parking Space described in Section 4.7 hereof, without hindrance of Lessor.

4.6. Public Parking Space. Lessor hereby undertakes to provide at the Airport adequate and convenient outdoor public parking space for motor vehicles of the general public. Charge may be made by Lessor for such parking, at reasonable rates, but Lessor will not charge Lessee's accredited employees or ground transportation operators for their parking use of such space, and Lessor hereby accords them such use, at no charge to Lessee.

ARTICLE V
Alterations and Improvements to Leased Premises

5.1. Improvements to Premises. Lessee shall not, without in each instance obtaining

the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole and absolute discretion, construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to the Premises. Lessee shall have no right to construct, install or make any Alterations in any areas of the Airport, other than Lessee's rights granted in the preceding sentence. Lessor may impose, as a condition of Lessor's written consent to any Alterations to the Premises approved by Lessor hereunder ("Approved Alterations"), such requirements as to the contractor, time, manner, method, design and construction in which the Approved Alterations shall be done as Lessor determines, in its sole and absolute discretion. No such Approved Alterations shall be undertaken until Lessee shall have procured and paid for all permits, licenses, approvals and authorizations of all required Agencies having jurisdiction thereof and Lessor's written consent to commence work. Lessee may make improvements to provide access to, and on the Premises, with consent of Lessor as to design and construction. Lessee shall fund all costs of development, including demolition, architecture and engineering, site preparation, building construction, public improvements, fees and permits, and financing costs, except as otherwise expressly provided herein.

5.2. Design. Lessee shall coordinate design of any and all improvements on the Premises with the Lessor prior to any work being performed. All plans shall be subject to Lessor's approval and, when required by Lessor, shall be prepared, stamped and signed by a State-licensed architect or engineer. Engineers shall be licensed for the particular discipline required. All work done in connection with any Approved Alterations shall be done at Lessee's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all Laws of any Agency having jurisdiction thereof. In order to expedite plan review and approval and to insure that the proposed Approved Alterations will be compatible with the Airport uses, Lessee first shall submit to Lessor for approval a schematic or conceptual plan. Lessor shall have the right to inspect and reject any work not done in accordance with the plans and specifications approved by Lessor, and Lessee shall immediately repair or remove such work. Within 30 days following the completion of any Approved Alterations, Lessee shall furnish to Lessor a set of "as built" plans and specifications.

5.3. Payment of Claims. Lessee shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Lessee at or for use in the Premises or any other areas of the Airport, which claims are or may be secured by any lien against the Premises or any other areas of the Airport or any interest therein. In the event any such lien is filed against the Premises or any other areas of the Airport in connection with Approved Alterations, it shall be discharged by Lessee, at Lessee's expense, within ten days after written notice thereof is delivered to Lessee. Lessor shall have the right to post such notices of nonresponsibility as are provided for in the mechanics' lien laws of the State.

5.4. Lessor Property. Except for personal property and trade fixtures not permanently affixed to the Premises, all Approved Alterations made by or on behalf of Lessee, upon the Expiration Date, shall become the Lessor's property and shall be surrendered with the Premises, unless the Lessor shall elect otherwise not less than 15 days prior to the Expiration Date. In the event of such election, such Approved Alterations made by or on behalf of Lessee in the Premises, as Lessor may select, shall be removed by Lessee, at its sole cost and expense prior to the Expiration Date, and the Premises shall be restored and repaired to the condition existing as

of the Effective Date, subject to reasonable wear and tear, casualty and damage by the elements.

ARTICLE VI
Rental and Fees

6.1. Rental.

6.1.1. Lessee shall pay rent to Lessor ("Rental") during the term hereof, without notice or demand. The rents to be paid by Lessee during the term shall be as follows:

6.1.1.1. Exclusive Use Space. Lease rate for the Ticketing Area (identified as office #140 on Exhibit A hereto) and the ATO (identified as office #141 in Exhibit A hereto) within the Premises:

Year 1 (July 1, 2026 to June 30, 2027)	$9,115.69 per month
Year 2 (July 1, 2027 to June 30, 2028)	$9,389.16 per month
Year 3 (July 1, 2028 to June 30, 2029)	$9,670.84 per month
Year 4 (July 1, 2029 to June 30, 2030)	$9,960.96 per month

Beginning July 1, 2027, rent shall increase at a rate of 3% annually on July 1st of each following year during the term.

6.1.2. Rental of TLD Belt Loader and KCI Passenger Ramp. The rental rate shall be $2,150.00 per month for both units. Rental rate does not include the cost of preventative maintenance or breakage due to wear and tear with regard to either unit. Preventative maintenance on each unit will be completed by the Lessor's Fleet Maintenance Department on a calendar year basis. Notwithstanding anything herein to the contrary, Lessee may terminate the rental of either the TLD Belt Loader and/or the KCI Passenger Ramp at any time upon thirty (30) days written notice to Lessor.

6.1.3. Landing Fees. Lessee agrees to pay to Lessor for the use of all the Premises and the Airport, and the facilities, rights, licenses, services and privileges granted hereunder, in addition to the Rental as specified in Section (a) of this Article VI, the following landing fees. Lessee shall pay Lessor a landing fee of Ninety Three Dollars ($93.00) per landing. Landing fees shall be applicable to all Lessee aircraft operated at the Airport for revenue-producing purposes, including the pick-up or discharge of passengers and/or cargo.

6.2. Records. Lessee shall provide to Lessor at the end of each calendar month, statistical information respecting Lessee's operations at Airport, including:

6.2.1. The total number of aircraft operations conducted by Lessee.

6.2.2. The total combined certificated gross landing weight of all such aircraft operations.

6.2.3. The total number of enplaned, deplaned, and through passengers.

6.3. Delinquent Rent or Landing Fees. In addition to other remedies contained in this Agreement, in the event any Rental payment or landing fee payment is not made within 10 days of the date it is due, Lessee shall pay to Lessor a late charge on said unpaid balance calculated at the rate of twelve percent (12%) per year from the date such payment became delinquent until the date such payment is made.

6.4. Deposit. Prior to the commencement of Lessee's operations under this Agreement, Lessee shall maintain performance security in the amount of Five Thousand Dollars ($5,000.00) to Lessor in a form acceptable to Lessor's City Attorney to guarantee Rental and Landing Fee payments. Lessor may use the Security Deposit to pay delinquent Rentals, fees and other charges payable by Lessee under this Agreement (including but not limited to PFCs) in order to ensure prompt payment thereof. The balance of said performance security will be returned to Lessee within sixty (60) days of the termination of this Agreement, less any deductions for non-payment of rent or landing fees.

6.5. Utilities. Unless otherwise stated in this Agreement, Lessee shall be responsible for payment of its own utilities and phone bills. Lessee acknowledges that Lessor has no obligation to provide utilities or services to Lessee's Exclusive Use Space. Lessee shall comply with all rules, regulations and other requirements which any provider or supplier of utilities or services may establish for the use, proper functioning and protection of any said utility or service.

6.6. Joint Use Space - Common Area Maintenance and Utilities.

Lessee acknowledges that Lessor provides common area maintenance and janitorial service to non-exclusive use areas of the Premises (as shown in Exhibit A hereto), and utilities (electricity and natural gas) to both exclusive and non-exclusive use areas of the Premises. As compensation, Lessee shall pay Common Area Maintenance (CAM) fees as follows:

Year 1 (July 1, 2026 to June 30, 2027)	$2,526.15 per month
Year 2 (July 1, 2027 to June 30, 2028)	$2,601.93 per month
Year 3 (July 1, 2028 to June 30, 2029)	$2,679.98 per month
Year 4 (July 1, 2029 to June 30, 2030)	$2,760.32 per month

Beginning June 1, 2027, CAM fees shall increase three percent (3%) annually on July 1st of each year.

6.7. Rents and Fees Due.

Rents and fees will be due and payable in advance on the first of each month commencing July 1, 2026, subject to the incentive proposal described in Article VIII of this Agreement.

ARTICLE VII
Rules and Regulations

7.1. Lessor Rules. Lessor has in force certain Rules and Regulations covering operations at the Airport, which shall be provided in writing to Lessee. Lessee agrees to abide by these Rules and Regulations, which may be changed from time to time by Lessor without notification or approval by Lessee, but which shall always: (i) be consistent with safety and with the rules, regulations, and orders of the FAA and (ii) be provided in writing to Lessee within a commercially reasonable period prior to the effectiveness of any change. Upon receipt of any written notice from Lessor of a violation of the Rules and Regulations by Lessee, Lessee shall cure the violation specified in such notice. Lessee shall not be responsible to Lessee for the nonperformance of any other airline, tenant, occupant, licensee, concessionaire or user of the Airport of any of the Rules and Regulations.

7.2. Training of Lessee's Employees in Part 139 Requirements. Lessee acknowledges that Lessor incurs expenses for FAA 14 CFR Part 139 certification required staffing levels, and that such staffing is necessary for Lessor due primarily to Lessee's activities. During the period of this Agreement, Lessee shall provide Part 139 training for its "Full-Time" Airport employees at Lessee's expense, with the intention that such employees may assist in meeting 14 CFR Part 139 requirements.

ARTICLE VIII
Control of Rates, Fares and Charges, Schedule, and Aircraft

8.1. Lessor shall have no control whatsoever over the rates, fares, and charges that Lessee may prescribe for its transportation or services, and shall impose no fees or tolls upon Lessee's passengers, patrons, or other persons whom it serves at the Airport for the privilege of being so served; except that nothing in this Article shall be construed to prevent the imposition of Passenger Facilities Charges (PFCs). Lessee agrees not to oppose imposition of any Lessor PFC authorized by the FAA.

8.2. Lessee shall establish flight schedules after reasonable consultation with Lessor.

8.3. At such point as Lessee exceeds 10,000 revenue passenger enplanements for the Airport in any term year, the Lessor will reduce the Rents stated in Article VI hereof by One Thousand Dollars ($1,000.00) per month for the duration of the following term year as a performance incentive.

ARTICLE IX
Marketing

9.1. Lessee shall use reasonable efforts to market its services with the intention that Lessee will significantly increase the level of revenue enplanements for the Airport. Lessee shall provide a written report to Lessor summarizing its marketing efforts quarterly, in October, January, April and July of each year of the term of this Agreement.

ARTICLE X
Damage or Destruction of Premises

10.1. If the Terminal Building is partially damaged by fire, the elements, the public enemy or other casualty, but the Premises is not rendered untenantable, the Terminal Building shall be repaired with due diligence by Lessor at Lessor's own cost and expense. If the damage shall be so extensive as to render the Premises untenantable but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Lessor at Lessor's own cost and expense, and the Rent payable hereunder shall be proportionately paid up to the time of such damage and shall then cease until such time as such space shall be fully restored. In case such building is completely destroyed by fire, the elements, the public enemy or other causality, or so damaged that Lessee's space will or does remain untenantable for more than thirty (30) days, at the option of Lessee, either (1) such building shall be repaired or reconstructed with due diligence by Lessor at Lessor's own cost and expense, and the Rent payable hereunder paid up to the time of such damage or destruction and shall then cease until such time as Lessee's space shall be fully restored, or (2) if within twelve (12) months after the time of such damage or destruction Lessee's space shall not have been repaired or reconstructed for Lessee's use, Lessee may give Lessor written notice of its intention to then terminate this Agreement in its entirety or to terminate, as of the date of such damage or destruction, such part of this Agreement that related only to the damaged or destroyed space.

10.2. In the event that the Airport is rendered unusable, there shall be a reasonable and proportionate abatement of the Rent, fees, and charges provided for herein during the period that the Airport is unusable.

10.3. In the event that the Terminal Building must be moved to a new location, by reason of any federal safety requirements or in order to comply with runway clearance requirements of the FAA, or for any other reason beyond the control of the Lessor, Lessor may, at its option, move or rebuild such building, subject to abatement of rental charges proportionate to the extent and the time that the building is thereby rendered untenantable, or cancel this Agreement on thirty (30) days written notice to Lessee.

10.4. Lessee shall be responsible to repair or replace any utilities or related facilities exclusively serving the Exclusive Use Space.

10.5. Lessee hereby waives the provisions of Sections 1932, 1933, and 1941 through 1942, inclusive, of the Civil Code and of any other Law now or hereafter in effect which is contrary to the obligations of Lessee under this Agreement or which relieves Lessee therefrom, or which places upon the Lessor obligations in addition to those provided for in this Article.

ARTICLE XI
Maintenance Of Airport Facilities And Public Areas

11.1. Lessee's Responsibilities. Lessee shall, at its sole cost and expense and in a manner acceptable to Lessor, perform all of the following:

11.1.1. Maintain the Premises in a neat, clean and orderly condition, free from litter, debris, refuse, petroleum products or grease that may result from activities of Lessee or Lessee Parties.

11.1.2. Remove all oil and grease spillage or other damage which is attributable to Lessee's aircraft and other equipment.

11.1.3. Perform ordinary preventative maintenance and ordinary upkeep of all facilities, personal property and equipment, including, but not limited to, fixtures, doors, baggage conveyors and belts, floor coverings, ticket counters, and baggage examination and inspection facilities and other facilities within the Premises; provided, however, Lessor, at its own cost and expense, shall maintain the exterior portions of the walls and roof of the Premises and all central mechanical distribution systems in good repair and condition.

11.1.4. Immediately repair any damage occasioned by the fault or negligence of Lessee or Lessee Parties.

11.1.5. Promptly remove Lessee's damaged or disabled aircraft from any area of the Airport (including, without limitation, any runways, taxiways, the aprons and gate positions) to such storage areas as may be designated by Lessor, following approval by the National Transportation Safety Board, the FAA or other government agency having jurisdiction with respect to such removal. Lessee may store such damaged or disabled aircraft only for such length of time and upon such terms and conditions as may be established by Lessor. Should Lessee fail to remove its damaged or disabled aircraft in accordance with this Section, Lessor may, but shall not be obligated to, cause the removal and/or storage of such damaged or disabled aircraft, and Lessee agrees to reimburse Lessor for all costs of such removal and/or storage.

11.2. Lessor's Responsibilities.

11.2.1. General. Lessor shall use reasonable efforts to keep, or make appropriate arrangements to keep, the Public Areas of the Terminal Building adequately and attractively supplied, equipped, furnished and decorated, clean and presentable. Except as otherwise herein provided, Lessor shall provide and supply in the Public Areas of the Terminal Building and other areas of the Airport not otherwise subject to the exclusive use of Lessee or other airlines, adequate signage, heat, electricity, light, power, air-conditioning, sewage, water and janitorial services (including waste removal). Lessor also shall provide field lighting, adequate to meet FAA standards, for all landing, taxiing and ramp areas and also for all vehicular parking areas.

11.2.2. Lessee Obligations. The undertakings by Lessor under this Section 9.02 are not intended to relieve any Lessee Party or users of the Airport, including Lessee, of any of their respective duties, obligations or responsibilities to maintain any property or facilities at the Airport or any such Lessee Parties' or users' respective duties, obligations or responsibilities to use due care in using the Public Area, Joint Use Space or other areas of the Airport.

11.3. Waiver. Lessee expressly agrees that Lessor shall not be liable to any Lessee

Party for loss or damage occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, civil authority or any other cause beyond the reasonable control of Lessor.

ARTICLE XII
Termination

12.1. This Agreement may be terminated prior to its expiration date as follows:

12.1.1. Termination by Lessor. Lessor may terminate this Agreement upon default by Lessee of any of the terms and conditions hereof and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt of written request from the Lessor to remedy the same. Notwithstanding the above, the failure of Lessee to pay rent or landing fees when due and the failure to remedy such default for a period of thirty (30) days shall result in the automatic cancellation and termination of this Agreement with ten (10) days written notice. Additionally, the failure to maintain at all times the insurance required by Article XV hereof shall result in the automatic cancellation and termination of this Agreement without notice. Lessor may terminate this Agreement for convenience at any time on 60 days written notice to Lessee; provided such termination shall occur on the last date of a month.

12.1.2. Termination by Lessee. Lessee may terminate this Agreement upon default by the Lessor of any of the terms and conditions hereof and the failure of the Lessor to remedy such default for a period of sixty (60) days after written request from Lessee to remedy the same.

12.1.3. Bankruptcy of Lessee. Lessor may terminate this Agreement upon the filing by Lessee of a voluntary petition in bankruptcy, the institution of proceedings in bankruptcy against Lessee (in either case if not rescinded or dismissed within sixty (60) days) and the adjudication of Lessee as a bankrupt pursuant to such proceedings, the taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or the appointment of a receiver of Lessee's assets.

12.1.4. Governmental Action. Lessee may terminate this Agreement upon the failure or refusal of the Department of Transportation at any time during the term of this Agreement or any renewal thereof to permit Lessee to operate into or from the Airport with any type of aircraft which Lessee may reasonably desire to operate into and from the Airport, including without limitation of the generality of the foregoing, the failure or refusal of the Department of Transportation at any such time to permit Lessee to operate into or from other airports of like size and character, upon the termination or restriction of Lessee's present right to operate into and from the Airport as an air carrier authorized to transport persons or property by the Department of Transportation, or the Federal authorities charges with the national defense, or by any other duly constituted authority.

12.1.5. The Federal Essential Air Service Program. Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor, in the event of termination or material adverse change in the Federal Essential Air Service Program ("EAS") relating to

Lessee's operation under this Agreement and/or Lessee's contract under the EAS program for Merced, California. Such prior written notice shall include all documentation evidencing the termination or material adverse change in the EAS program. However, should Lessee terminate service before the date expected by Department of Transportation, the notice required with be thirty (30) days, plus the number of additional days before the new carrier begins service, up to a maximum of an additional thirty (30) days.

12.2. Surrender of the Premises. No notice to quit possession on the Expiration Date shall be given by the Lessor, and Lessee covenants and agrees that upon such Expiration Date it will peaceably surrender possession of the Premises in good condition, reasonable wear and tear, acts of God, fire and other casualties excepted, and Lessor shall have the right to take possession thereof. Lessee shall have the right, upon termination and within 60 days thereafter, to remove all trade fixtures and equipment and other personal property installed or placed by it at its expense, in, on or about the Airport, subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees; provided, however, Lessee shall not abandon any of its property on the Premises. Any and all property not removed by Lessee within such 60-day period shall, at the option of Lessor, thereupon become a part of the land on which it is located, and title thereto shall thereupon vest in Lessor. All Lessor property damaged by or as the result of the removal of Lessee's property shall be restored by Lessee, at its own expense, to the condition existing prior to such damage.

ARTICLE XIII
Default

13.1. Event of Default. Each of the following shall constitute an Event of Default under this Agreement:

13.1.1. The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of all or substantially all of the assets of Lessee when such appointment is not dismissed, terminated or vacated in 60 days; or (ii) a general assignment by Lessee for the benefit or protection of creditors; or (iii) Lessee's admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by Lessee under any federal, state or other statute relating to insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or other relief for debtors; unless, in the case of an involuntary petition filed against Lessee to have Lessee adjudged a bankrupt or for reorganization or arrangement, the petition is dismissed within 60 days.

13.1.2. Any attachment, execution, distraint, judicial seizure or other process of law pursuant to which Lessee's rights or interest in the Premises or this Agreement may be taken, occupied or used by anyone other than Lessee, when such attachment, execution, distraint, judicial seizure or other process of law shall not be released, dismissed or stayed within 90 days.

13.1.3. An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Lessee's rights or interests under this Agreement or in the Premises in violation of Article XVI.

13.1.4. Vacation or abandonment of the Premises or of possession of the Premises, except in conjunction with the exercise by Lessee of any express right of Lessee to terminate this Agreement.

13.1.5. The failure by Lessee to pay any amount when due and payable hereunder, where such failure to pay continues for 10 days following the date that such amount was due.

13.1.6. Any failure by Lessee to maintain the required insurance or any other violation of a provision of Lessee's insurance obligations.

13.1.7. The failure by Lessee to obtain and/or maintain in effect all licenses, permits, approvals, authorizations and registrations required by applicable laws in connection with the conduct of Lessee's business.

13.1.8. The failure by Lessee to comply with Lessor's Rules and Regulations within 30 days of Lessee's receipt of the notice.

13.1.9. Any violation by Lessee of the Noise Abatement Rules; provided, however, that Lessee may cure any such default within 24 hours after written notice by Lessor to Lessee of such default, or, if the cure of such default is not in the opinion of Lessor reasonably susceptible to cure within 24 hours, Lessee may cure such default within 20 days of the delivery of such written notice of default.

13.1.10. Any violation by Lessee or any of its agents or employees of any Hazardous Substances laws, rules, or regulations provided within this Agreement.

13.1.11. The failure by Lessee to provide or replenish the Security Deposit.

13.1.12. (i) The occurrence of any non-curable default in the keeping or performance of any provision of this Agreement to be kept and performed by Lessee other than those described in subsections (a) through (1) of this Section, or (ii) failure to remedy any curable default in the keeping or performance of any other provision of this Agreement to be kept and performed by Lessee other than those described in subsections (a) through (1) of this Section (A) within a period of 30 days after the delivery to Lessee of written notice of such default (or, in the event such curable default is of such a nature as to reasonably require more than 30 days to cure, if Lessee shall fail to commence such cure within such time or thereafter fails diligently to prosecute the same to completion), or (B) immediately in the event of an emergency.

13.1.13. The occurrence and continuation of any default, breach or non-performance by Lessee under this Agreement or any other written agreement between Lessor and Lessee, after giving effect to any applicable grace period, notice requirement or opportunity to cure such default, breach or non-performance.

13.2. Remedies. Upon the occurrence and continuance of any Event of Default by Lessee, Lessor may at any time, upon notice and demand and without limiting the exercise of any other right or remedy which Lessor may have by reason of such default or breach:

13.2.1. Terminate Lessee's right to possession of the Premises by notice to Lessee, in which case this Agreement shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee:

13.2.1.1. The unpaid amounts (including late charges and interest) payable by Lessee under this Agreement which have accrued to the date of termination; and

13.2.1.2. Any other amount necessary to compensate Lessor for all damages and losses proximately caused by Lessee's failure to perform its obligations under this Agreement including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (including advertising), brokerage commissions and fees, costs of putting the Premises in good order, condition and repair, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, court costs, all costs for maintaining the Premises, all costs incurred in the appointment of and performance by a receiver to protect the Premises or Lessor's interest under the Agreement and any other reasonable cost.

13.2.2. Pursue any other remedy now or hereafter available to Lessor under the laws of the State, including, without limitation, the remedy provided in Civil Code Section 1951.4, to continue this Agreement in effect and enforce all rights and remedies under this Agreement, including the right to recover amounts payable by Lessee hereunder as it becomes due, even though Lessee has breached this Agreement and abandoned the Premises or failed to take possession of the Premises upon tender thereof by Lessor. In the event Lessee fails to take possession of the Premises and commence payment of amounts payable by Lessee hereunder, Lessor shall have all of the rights and be entitled to recover from Lessee all of the damages described in this Section.

13.2.3. If Lessor terminates this Agreement pursuant to Section 13.1, unless and until removed in accordance with Section 12.2, take exclusive possession of all of Lessee's fixtures, furniture, equipment, improvements, additions, alterations and other personal property on the Premises or other areas of the Airport, and to use the same, without rent or charge, until all defaults are cured, or, at its option, at any time during the term of this Agreement, to require Lessee to forthwith remove to same.

13.3. Waiver. Lessee hereby waives all claims and demands against Lessor for damages or loss arising out of or in connection with any re-entering and taking possession of the Premises, as provided in Section 13.2.3.

13.4. Waiver of Redemption. In the event of the lawful exercise by Lessor of any one or more of its rights and remedies hereunder, Lessee hereby expressly waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases Lessor from any and all claims, demands and liabilities by reason of such exercise by Lessor.

13.5. Cumulative Remedies. The various rights and remedies reserved to Lessor herein shall be cumulative, and, except as otherwise provided by law, Lessor may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed

to be exclusive of any of the other or of any right or remedy allowed by law or in equity. No delay or omission of Lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any Event of Default.

13.6. Performance of Lessee's Covenants by Lessor. In the event that Lessee at any time fails to make any payment or perform any other act under this Agreement, Lessor shall have the right, but not the obligation, immediately or at any time thereafter, without notice or demand and without waiving any right or releasing Lessee from any obligation to Lessor, to make such payment or perform such other act for the account of Lessee, to the extent Lessor may deem desirable. In connection therewith, Lessor may pay reasonable expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Agreement. All sums so paid by Lessor and all expenses incurred in connection therewith, together with interest thereon at the maximum allowable rate by law, shall be payable to Lessor on demand.

13.7. Excuse of Performance by Lessor. Lessor shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Lessee, which accrues after the date of any Event of Default by Lessee, unless and until such Event of Default is cured by Lessee or waived by Lessor.

13.8. Default by Lessor. Lessor shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for 30 days following the delivery by Lessee to Lessor of written notice specifying the obligation Lessor has failed to perform; provided, however, in the event that the nature of Lessor's obligation is such that more than 30 days are required for its performance, Lessor shall not be deemed to be in default if it shall commence such performance within such 30 day period and thereafter diligently prosecutes the same to completion. In the event of Lessor's default under this Agreement, subject to the notice and cure provisions described above in this Section, Lessee's sole remedy shall be to terminate this Agreement with no further obligation or liability by either party.

ARTICLE XIV
Prevention of Use

14.1. Lessee shall have the right to terminate this Agreement upon issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes and the remaining in force in such injunction for a period of at least ninety (90) days, or upon the inability of Lessee to use for a period in excess of ninety (90) days the Airport or any of its premises, facilities, rights, licenses, services or privileges leased to Lessee hereunder because of any law or other order, rule, regulation or other action or non-action of the Department of Transportation, or of any other governmental authority, or because of fire, earthquake, other casualty or acts of God or the public enemy.

ARTICLE XV
Indemnity and Insurance

15.1. Lessee assumes all risks incident to, or in connection with, its operation at the

Airport and shall be solely responsible for all accidents, death, or injuries to persons, or damage to property caused by its operations at the Airport, and shall further indemnify, protect, defend (with counsel selected by Lessor), and save harmless the Lessor, its officers, employees, and agents from any and all claims, suits, losses or damages for death or injuries to persons or damage to property arising out of the negligent or improper acts or omissions of Lessee, its agents, officers or employees; PROVIDED, however, that this assumption of risk and undertaking shall not apply to claims, suits, losses or damages arising out of the sole negligence of Lessor's officers, employees, agents, or contractors. It is understood that the duty of Lessee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the Civil Code.

15.2. Acceptance by Lessor of insurance certificates and endorsements required under this Agreement does not relieve Lessee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Lessee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15.3. Lessee agrees to furnish a certificate to Lessor, after approval of same by the City Attorney of Lessor, indicating that Lessee has purchased and is maintaining Airport liability insurance from a company satisfactory to Lessor insuring against:

15.3.1. Legal liability for bodily injuries or death in the minimum sum of Four Million Dollars ($4,000,000.00) for one accident.

15.3.2. Legal liability for damage to property of others in the minimum sum of One Million Dollars ($1,000,000.00).

15.4. Such certificate shall state that Lessor will be notified at least thirty (30) days before cancellation (except 10 days with respect to non-payment of premium) of the policy or any material change thereof.

15.5. Lessee also shall file a certificate of insurance with Lessor, in a form satisfactory to Lessor, certifying that the Lessee has in force public liability, passenger liability, and property damage insurance for operation of aircraft in amounts not less than One Million Dollars ($1,000,000) for one person, Four Million Dollars ($4,000,000) for one accident, and One Million Dollars ($1,000,000) for property damage. Such certificates shall state that Lessor will be notified at least thirty (30) days before cancellation of the policy (except 10 days with respect to non-payment of premium) or any material change thereof.

15.6. All of the above insurance policies shall contain a contractual liability endorsement recognizing the hold harmless agreement contained in this paragraph and the City of Merced, its officers, employees, volunteers, and agents shall be named as additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for purposes of this Agreement, and that no other insurance effected by Lessor or other named insureds will be called on to cover a loss covered thereunder.

ARTICLE XVI
Assignment or Sublease

16.1. Lessee shall not at any time assign this Agreement or sublet the demised Premises or any part thereof without the prior written consent of Lessor, provided that the foregoing shall not prevent the assignment of the Agreement to any corporation with which Lessee may merge or consolidate or which may succeed the business of Lessee. However, this restriction against assignment shall not operate to prevent Lessee from contracting with any operator of its choice for the performance of any of the ground operations or services the right of performance of which is accorded Lessee hereunder. Any attempted assignment, sublease, transfer, conveyance, mortgage, hypothecation, grant of a security interest in, or other encumbrance in violation of this Section shall be wholly void.

ARTICLE XVII
Licenses, Fees and Taxes

17.1. If Lessee is required to procure any licenses or permits from Lessor, other than such as any be required by the United States of America or the State of California, to authorize or permit Lessee to pursue any of the activities or operations which Lessee is authorized to carry on under this Agreement, Lessee may deduct the cost of such licenses and permits other than those imposed by ordinance and statutes in force at the time of execution of this Agreement, from any Rentals or fees payable to Lessor herein.

17.2. Lessee agrees to pay, without the right to deduct from Rental fees provided for herein, any and all personal property taxes assessed against its property on such leased Premises, such portion of real estate taxes as may be levied against improvements owned by Lessee and erected upon land owned by Lessor, and any tax assessed upon any possessory interest owned by Lessee at the Airport, including the rights in this Agreement.

Article XVIII
Eminent Domain

18.1. Entire or Substantial Taking. In the event that the Premises or any other portion of the Airport, or so much thereof as to make the balance not reasonably adequate for the conduct of Lessee's business of air transportation, shall be taken under the power of eminent domain, this Agreement automatically shall terminate as of the date of the vesting of title in such condemning entity.

18.2. Partial Taking. In the event of any taking under the power of eminent domain which does not result in a termination of this Agreement pursuant to Section 18.1, Lessor and Lessee shall each, at its own expense, promptly restore the remaining portion or the Premises for which they are obligated hereunder to repair to as near its former condition as is reasonably possible, and this Agreement shall continue in full force and effect.

18.3. Awards. Any award for any taking of all or any part of the Premises or any other areas of the Airport under the power of eminent domain shall be the property of Lessor, whether or not such award shall be made as compensation for diminution in value for the taking of the fee. Nothing contained herein, however, shall be deemed to preclude Lessee from obtaining, or giving Lessor any interest in, any award to Lessee for loss of or damage to Lessee's trade fixtures and removable personal property or damages for cessation or interruption of Lessee's business, provided, however, that in determining the value of Lessee's business, all goodwill attributable to the location of the business shall belong to Lessor and Lessee's business shall be valued based solely upon its operating results.

18.4. Condemnation by Lessor. Nothing in this Agreement shall impair, limit or otherwise affect the power of eminent domain of Lessor or the exercise of such power by Lessor.

ARTICLE XIX
Environmental Compliance and Indemnification

19.1. Definitions.

19.1.1. "Contamination" shall mean any spilling, discharging, releasing or disposing of Hazardous Substances on, in, under or about the Airport, or any other contamination or deterioration of groundwater, subsoil or soil in, on, under or originating from the Airport.

19.1.2. "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following; (i) the Clean Air Act, 42 USCA §§ 7401, et seq. (ii) the Clean Water Act, 33 USCA §§ 1251, et seq.; (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. §§ 9601, et seq.; (iv) 49 CFR, Sections 173.5 (Transportation of Hazardous Materials); (v) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1986 and Hazardous and Solid Waste amendments of 1984 ("RCRA"), 42 U.S.C. §§ 6901, et seq.; (vi) the Oil Pollution Act of 1990, 33 USCA §§ 2701, et seq.; (vii) the Federal Water Pollution Control Act, 33 U.S.C. §§ 1317, et seq.; (viii) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §§ 25249.5 et seq.; (ix) the California Health and Safety Code §§ 25100, 25395.7, 25915, et seq.; (x) the California Water Code §§ 1300, et seq.; (xi) the California Civil Code §§ 3479, et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26 and 122.30-37; and (xiii) all other State laws, rules, orders, directives, codes, regulations and judgments, relating to (i) emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata) and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws may be amended, modified or supplemented from time to time and the regulations and administrative codes applicable thereto.

19.1.3. "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any Agency acting in its governmental capacity. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any Agency to cause cancer and/or reproductive toxicity.

19.2. Lessee shall not allow or cause the entry of any Hazardous Substances under its control into the Airport storm water drainage system unless authorized by Environmental Law and any procedure set by the Airport regarding storm water discharge. Lessee shall not allow or cause the entry of any unauthorized non-storm water discharge that is under its control into the storm water drainage system of the Airport or into the storm water drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of Lessor for that purpose, and Lessee complies with recommendations made by the State and/or federal Environmental Protection Agency and any policy of the Airport regarding storm water discharge. Lessee shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel or other Hazardous Substances into such drainage systems prohibited by Environmental Law.

19.3. Lessee shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §§25249, et seq. Lessee shall provide prompt written notice to Lessor within five days of receipt of all written notices of violation of any Environmental Law received by Lessee.

19.4. Environmental Indemnification. To the fullest extent authorized by law, Lessee shall indemnify, defend and hold harmless Lessor Parties and their respective officers and employees, from and against any and all Environmental Law Claims arising out of any actions by Lessee, Lessee's operations at the Airport or any action arising from and which involve any Lessee Party, including the cost of defense arising therefrom, including but not limited to the following:

19.4.1. The Lessee's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to Lessee's release of Hazardous Substances on the Airport since the time Lessee first occupied the Airport.

19.4.2. The Lessee's release of Hazardous Substances upon or within the Airport.

19.4.3. The Lessee's violation of any Environmental Law, except that Lessee's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Agreement, remediation conditions that arise from operations of third parties that are not affiliated with Lessee that take place off of the Airport. A party shall be deemed to be affiliated

with Lessee if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of Lessee or if it is controlled by, or under common control with, Lessee.

19.4.4. The Lessee's causing or allowing any discharge into the Airport storm water drainage system that is prohibited by Section 19.2 of this Agreement.

This indemnification includes, without limitation, reasonable attorneys' fees/costs and other costs incurred by Lessor in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any agency because of any Hazardous Substances being present in the soil or groundwater under the Airport. However, Lessee's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of Lessor or agents, servants or independent contractors who are directly responsible to Lessor.

In the event the indemnitees described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, the Lessee shall, at the request of Lessor, represent the indemnitee with qualified counsel that Lessor determines, in its sole and exclusive discretion, is acceptable, unless Lessor, at its sole and exclusive discretion, undertakes legal representation, in which event the Lessee shall reimburse Lessor for the reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorneys' fees, expert and consultant's fees, and investigative and court costs.

In the event that a monetary judgment is awarded against Lessor and the Lessee because of the concurrent negligence of Lessor and the Lessee or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Lessor and Lessee agree that neither party shall request a jury apportionment.

The rights and obligations of the parties hereto set forth in this Article shall survive the termination of this Agreement.

19.5. Disclosure. Lessee shall keep sufficient records such that, within 15 days of Lessor's written request, Lessee shall submit to Lessor the following documents: (i) an inventory or list of all compounds or products that contain Hazardous Substances which were used, stored or disposed of by each Lessee Party on or about the Airport during the prior year, (ii) all Material Safety Data Sheets for such compounds or products containing Hazardous Substances, (iii) an estimate of the quantity or volume of such products or compounds used, stored or disposed of on or about the Airport during the prior year, and (iv) copies of all hazardous waste manifests for wastes generated on the Airport and sent offsite for treatment, storage, disposal or recycling.

19.5.1. Delivery of Documentation. Lessee shall deliver to Lessor true and correct copies of the following documents related to compliance with Environmental Laws concurrently with the receipt from or submission to an Agency: (i) permit applications; (ii) permits and approvals; (iii) notices of violations of Environmental Laws and Lessee's responses

thereto; (iv) environmental assessments, and (v) any other documents related to compliance with Environmental Laws that Lessor may reasonably request from time to time.

19.5.2. Notice. If any Lessee Party is required by Law to give notice to any Agency about any Contamination, Lessee shall immediately give notice of such Contamination to Lessor, which shall be confirmed by written notice not later than the next business day. This obligation to notify Lessor shall also extend to any personal injuries or property damage to third parties resulting directly or indirectly from such Contamination. If Lessee becomes aware of the presence of or use of any Hazardous Substances not authorized in accordance with the terms of this Agreement, or of any Contamination not subject to the notification provisions of the first sentence of this Section, Lessee shall immediately give written notice of such condition to Lessor to the extent required by California Health and Safety Code Section 25359.7.

19.6. Annual Site Investigation. Without limiting its other rights with respect to the Premises, Lessor shall have the right, but not the obligation, to conduct annually an environmental inspection and assessment of the Airport during each year of the term of this Agreement, and to utilize the services of an environmental consultant or consulting firm for such inspection and assessment. Lessee shall pay its share (as determined by Lessor) of the reasonable cost of each such annual inspection of the Airport. If the environmental inspection and assessment of the Airport discloses the existence of any Lessee Contamination, Lessee shall take any and all action as provided in Section 19.2. In the event that Lessor elects not to conduct an annual environmental inspection and assessment, or if Lessor's environmental inspection and assessment fails to discover or disclose any Lessee's Contamination, Lessee shall not be excused from performing its obligations or relieved from liability to Lessor under this Article.

ARTICLE XX
Notices

20.1. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth in this Article, or at such other address as such party may provide to the other party in writing from time to time. Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by e-mail, telex, telegram or telecopier, upon the sender's receipt of an electronically generated confirmation of delivery; provided that such electronic communication is sent on a business day during business hours, (c) if given by registered or certified mail, return receipt requested, when deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail or (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to such overnight courier.

All written notices to Lessee required by this Agreement shall be addressed as follows:

Corporate Flight Management, Inc.
d/b/a Contour Airlines

Attention: Ben Munson, President
808 Blue Angel Way
Smyrna, TN 37167

All written notices to Lessor required by this Agreement shall be addressed as follows:

City Clerk
City of Merced
678 West 18th Street
Merced, California 95340

with a copy to: City Attorney
City of Merced
678 W. 18th Street
Merced, California 95340

ARTICLE XXI
Attorney and Collection Fees

21.1. In the event that suit or arbitration shall be brought by Lessee or Lessor to enforce any provision of this Agreement, or for any unlawful detainer of the leased premises, for the recovery of any Rental fees or charges due under the provisions of this Agreement, or for any breach by Lessee or Lessor of any condition, term or covenant herein contained, the prevailing party in such suit or arbitration shall be entitled to recover costs, reasonable attorney's fees, and costs of suit together with any other costs of collection of enforcement, whether incurred prior or subsequent to commencement of legal action, as fixed by the court or the arbitrator.

ARTICLE XXII
Waiver

22.1. In the event that either Lessor or Lessee shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Lessor's consent to any act by Lessee requiring Lessor's consent shall not be deemed to render unnecessary the obtaining of Lessor's consent to any subsequent act by Lessee, whether or not similar to the act so consented. The subsequent acceptance by Lessor of any amount due from Lessee hereunder shall not be deemed to be a waiver of any preceding breach or Event of Default by Lessee of any provision of this Agreement, other than the failure of Lessee to pay the particular amount so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such amount. No waiver on the part of Lessor with respect to any provision of this Agreement shall be effective unless such waiver is in writing.

ARTICLE XXIII
Governing Law; Venue

23.1. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

ARTICLE XXIV
Amendment

24.1. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

ARTICLE XXV
Integration; Entire Agreement

25.1. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understandings or agreements between the parties with respect to all or any part of the subject matter hereof.

ARTICLE XXVI
Non-Liability of Individuals

26.1. No commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

ARTICLE XXVII
Relationship Between Parties

27.1. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of landlord and tenant and licensor and licensee. Neither Lessor nor Lessee are the legal representatives or agents of the other party for any purpose whatsoever and neither party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other party. This Agreement shall not be construed as constituting or creating a partnership between Lessor and Lessee or as creating any other form of legal association between Lessor and Lessee which would impose liability upon one party for the act or the failure to act of the other party.

ARTICLE XXVIII
Authority to Execute

28.1. The person or persons executing this Agreement on behalf of each party hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

ARTICLE XXIX
Counterparts

29.1. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

[Signature Page Follows]

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

LESSOR:

CITY OF MERCED, a Charter Municipal Corporation

By: _____
Name: Scott McBride
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: [Insert]
Title: City Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Name: Craig J. Cornwell
Title: City Attorney
Date: _____

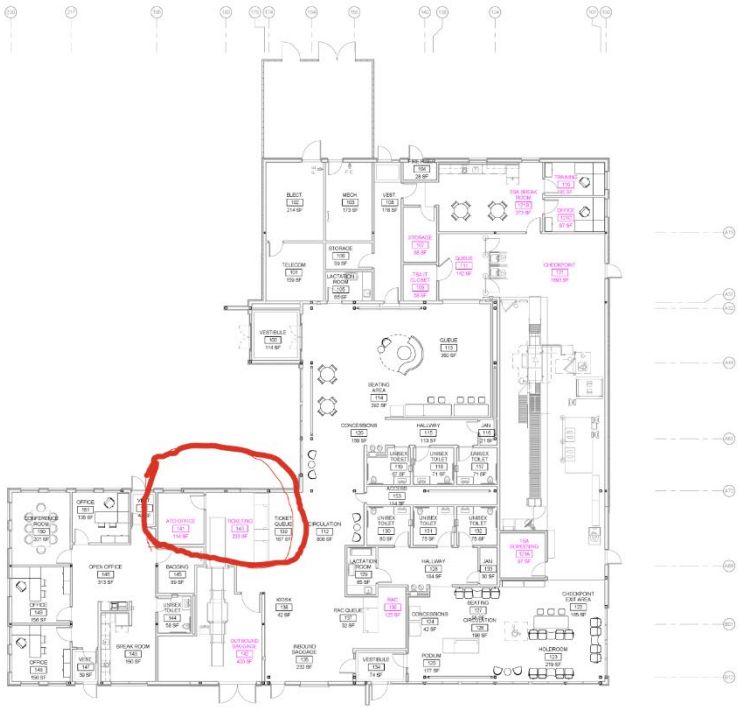
LESSEE:

CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES, a Tennessee Corporation

By: _____
Name: [Insert]
Title: [Insert]
Date: _____

By: _____
Name: [Insert]
Title: [Insert]
Date: _____

EXHIBIT A
(Depiction of Premises)



MCE MERCED YOSEMITE REGIONAL AIRPORT
TERMINAL REPLACEMENT PROJECT 2023
10.23.2024
FLOOR PLAN Mead & Hunt

EXHIBIT B
(Federal Requirements)

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the airport remains obligated to the Federal Aviation Administration.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant"), agrees as follows:

1. Compliance with Regulations: Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Tenant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to Tenant under the contract until Tenant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

3. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess such lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

4. Construction/Use/Access to Real Property Acquired Under the Airport Improvement Program

A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess such lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

EXHIBIT C
(FAA Grant Agreement Assurances - General)

(Attached.)

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-507 Meeting Date: 6/15/2026

Report Prepared by: Craig J. Cornwell, City Attorney, City Attorney's Department

SUBJECT: Approval of Best, Best & Krieger Fifth Amendment, Liebert Cassidy Whitmore Second Amendment, Richards, Watson & Gershon Fourth Amendment, and Hanson Bridgett Agreement for a Total Amount not to Exceed $315,000.00

REPORT IN BRIEF

Approval of Best, Best & Krieger Fifth Amendment, Liebert Cassidy Whitmore Second Amendment, Richards, Watson & Gershon Fourth Amendment, and Hanson Bridgett Agreement for a total amount not to exceed $315,000.00.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Fifth Amendment to Agreement for Legal Services with Best, Best & Krieger, LLP for additional compensation in an amount not to exceed $70,000; and,

B. Approving a Second Amendment to Agreement for Special Services with Liebert Cassidy Whitmore for additional compensation in an amount not to exceed $45,000; and,

C. Approving a Fourth Amendment to Agreement for Legal Services with Richards, Watson & Gershon for additional compensation in an amount not to exceed $50,000; and,

D. Approving a three-year Agreement with Hanson Bridgett, LLP for an amount not to exceed $150,000; and,

E. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions other than as recommended by staff; or,
3. Deny; or,
4. Continue to a future meeting.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the 2025-26 Adopted Budget.

DISCUSSION
The following amendments to the current outside legal counsel agreements with Best, Best & Krieger, Liebert Cassidy Whitmore, and Richards, Watson & Gershon and new agreement with Hanson Bridgett, LLP are requested as follows:

Best, Best & Krieger, LLP's Fifth Amendment Request

On May 5, 2022, the City entered into an Agreement for Legal Services ("Agreement") with the law firm of Best, Best & Krieger, LLP ("BBK") in the amount of $25,000 for ERMA covered claims and labor and employment matters pursuant to the City Manager's contract authority.

On February 6, 2023, the City and BBK entered into a First Amendment to Agreement for additional funding in the amount of $55,000. This increased the not to exceed amount of the Agreement from $25,000 to $80,000.

On April 15, 2024, the City and BBK entered into a Second Amendment to Agreement for additional funding in the amount of $10,000. This increased the not to exceed amount of the Agreement from $80,000 to $90,000.

On August 5, 2024, the City and BBK entered into a Third Amendment to Agreement for additional funding in the amount of $50,000. This increased the not to exceed amount of the Agreement from $90,000 to $140,000.

On February 17, 2026, the City and BBK entered into a Fourth Amendment to Agreement for additional funding in the amount of $50,000. This increased the not to exceed amount of the Agreement from $140,000 to $190,000.

Additional funding in the amount of $70,000 is necessary to ensure that funds are available for this firm's assistance to the City for ERMA covered claims and labor and employment matters. This Fifth Amendment will increase the not to exceed amount of the Agreement from $190,000 to $260,000.

Liebert Cassidy Whitmore Second Amendment Request

On September 7, 2023, the City entered into an Agreement for Special Services ("Agreement") with the law firm of Liebert Cassidy Whitmore ("LCW") for legal services in support of the City's labor contract negotiations and employee related legal matters in the amount of $100,000.

On August 5, 2024, the City and LCW entered into a First Amendment for additional funding in the amount of 150,000. This increased the not to exceed amount of the Agreement from $100,000 to $250,000.

This allocation has been sufficient to cover legal services thus far. However, additional funding in the amount of $45,000 is necessary for continuing legal services in support of the ongoing labor negotiations and employee-related legal matters. This Second Amendment will increase the not to exceed amount of the Agreement from $250,000 to $295,000.

Richards, Watson & Gershon Fourth Amendment Request

On February 20, 2024, the City entered into a Legal Services Agreement with Richards Watson & Gershon ("RWG") to provide assistance to the City Attorney on general municipal law advisory and transactional matters in the amount of $125,000.

On April 15, 2024, the City and RWG entered into a First Amendment to Agreement for additional funding in the amount of $70,000. This increased the not to exceed amount of the Agreement from $125,000 to $195,000.

On June 16, 2025, the City and RWG entered into a Second Amendment to Agreement for additional funding in the amount of $36,000. This increased the not to exceed amount of the Agreement from $195,000 to $231,000.

On February 17, 2026, the City and RWG entered into a Third Amendment to Agreement for additional funding in the amount of $60,000. This increased the not to exceed amount of the Agreement from $231,000 to $291,000.

This allocation has been sufficient to cover legal services thus far. However, additional funding in the amount of $50,000 is necessary for continuing legal services in support of the City Attorney's Office. This Fourth Amendment to Agreement will increase the not to exceed amount of the Agreement from $291,000 to $341,000.

Hanson Bridgett, LLP Agreement

On July 3, 2023, the City entered into an Agreement with the law firm of Hanson Bridgett, LLP ("HB") for legal services in support of the City Attorney's Department. This agreement expires on June 30, 2026.

The legal services provided by HB have been invaluable to the City and our office desires to continue utilizing HB's specialized legal services. The proposed agreement is a three-year term with the option to renew for two additional one-year terms for a not to exceed amount of $150,000.

IMPACT ON CITY RESOURCES

Funding for these services is available within the City Attorney's current fiscal year operating budget.

ATTACHMENTS

1. Fifth Amendment for Best, Best & Krieger
2. Second Amendment for Liebert Cassidy Whitmore

3. Fourth Amendment for Richards Watson & Gershon
4. Agreement for Hanson Bridgett

FIFTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Best, Best & Krieger, LLP, ("Firm") whose address of record is 3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA, 92502.

WHEREAS, Firm and the City previously entered into an Agreement for Legal Services ("Agreement") dated May 5, 2022, with a total not to exceed amount of $25,000;

WHEREAS, Firm and City entered into a First Amendment to Agreement dated February 6, 2023, to increase the total not to exceed contract amount from $25,000 to $80,000;

WHEREAS, Firm and City entered into a Second Amendment to Agreement dated April 15, 2024, to increase the total not to exceed contract amount from $80,000 to $90,000;

WHEREAS, Firm and City entered into a Third Amendment to Agreement dated August 5, 2024, to increase the total not to exceed contract amount from $90,000 to $140,000;

WHEREAS, Firm and City entered into a Fourth Amendment to Agreement dated February 17, 2026, to increase the total not to exceed contract amount from $140,000 to $190,000; and

WHEREAS, the parties desire to amend the contract by increasing the not to exceed contract amount from $190,000 to $260,000.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. The Agreement dated May 5, 2022, between the City and Firm shall be amended by increasing the not to exceed contracted amount of $190,000 to $260,000.

2. Except as herein amended, the Agreement dated May 5, 2022, First Amendment dated February 6, 2023, Second Amendment dated April 15, 2024, Third Amendment dated August 5, 2024, and Fourth Amendment dated February 17, 2026, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement for Legal Services to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 5/29/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

BEST, BEST & KRIEGER, LLP

BY: _____

Printed Name: Cynthia M. Germano

Taxpayer I.D. No. 95-2157337

ADDRESS: 3390 University Ave., 5th Fl.
P.O. Box 1028
Riverside, CA 92502

TELEPHONE: (951) 686-1450

SECOND AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Liebert Cassidy Whitmore, a Professional Corporation, ("Attorney").

WHEREAS, City is in need of special legal services for labor relations consulting, labor contract negotiations and employee related matters; and,

WHEREAS, City and Attorney have previously entered into an Agreement for Special Services ("Agreement") dated September 7, 2023;

WHEREAS, City and Attorney entered into a First Amendment to Agreement dated August 5, 2024, to increase the total not to exceed contract amount from $100,000 to $250,000; and,

WHEREAS, City and Attorney desire to amend said Agreement by increasing the not-to-exceed contracted amount from $250,000 to $295,000.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. The Agreement dated September 7, 2023, between the City and Attorney shall be amended by increasing the not-to-exceed contracted amount from $250,000 to $295,000, in accordance with the current hourly rates attached hereto as Exhibit 1.

2. Except as herein amended, the Agreement dated September 7, 2023, and First Amendment dated February 17, 2026, shall remain in full force and effect.

///

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///

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY:_____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 5/29/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:_____
Verified by Finance Officer

{Signatures continued on next page}

ATTORNEY
LIEBERT CASSIDY WHITMORE,
A Professional Corporation

BY: _____
(Signature)

BRIAN WALTER
(Typed Name)

Its: PARTNER
(Title)

Taxpayer I.D. No. 95-3658973

ADDRESS: 6033 W. CENTURY BL. #500
LOS ANGELES CA 90045

TELEPHONE: 310-981-2000
FAX: _____
E-MAIL: _____

LCW LIEBERT CASSIDY WHITMORE

NOTICE TO ALL CLIENTS

Please be advised that Liebert Cassidy Whitmore will be increasing its rates effective July 1, 2025. A summary of rate changes is located below.

Partners	$485.00
Senior Counsel	$400.00
Associates	$295.00 - $380.00
Labor Relations/HR Consultant	$315.00
Compensation/Classification Consultant	$230.00
Paraprofessionals & Litigation Support	$165.00 - $200.00
E-Discovery Fees	$450/Month

Thank you for giving Liebert Cassidy Whitmore the opportunity to provide legal services to your Agency. You are truly a valued client and it is our mission to continue to provide you with the very best and most cost effective legal representation possible. If you have any questions regarding this notice, or any other matter involving our Legal Services Agreement, please do not hesitate to contact Paul Hessing at (310) 981-2075.

EXHIBIT 1

FOURTH AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO LEGAL SERVICES AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Richards, Watson & Gershon, ("RWG").

WHEREAS, City and RWG previously entered into a Legal Services Agreement ("Agreement") dated February 20, 2024, for a total not to exceed amount of $125,000;

WHEREAS, City and RWG entered into a First Amendment to Agreement dated April 15, 2024, to increase the total not to exceed contract amount from $125,000 to $195,000;

WHEREAS, City and RWG entered into a Second Amendment to Agreement dated June 16, 2025, to increase the total not to exceed contract amount from $195,000 to $231,000;

WHEREAS, City and RWG entered into a Third Amendment to Agreement dated February 17, 2026, to increase the total not to exceed contract amount from $231,000 to $291,000; and,

WHEREAS, City and RWG desire to amend said Agreement to provide for $50,000 of additional compensation.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. The Agreement dated February 20, 2024, between the City and RWG shall be amended by increasing the not to exceed contracted amount from $291,000 to $341,000.

2. Except as herein amended, the Agreement dated February 20, 2024, First Amendment dated April 15, 2024, Second Amendment dated June 16, 2025, and Third Amendment dated February 17, 2026, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY:_____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 5/29/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:_____
Verified by Finance Officer

{Signatures continued on next page}

RICHARDS, WATSON & GERSHON

BY: _____
Craig A. Steele
President

Taxpayer I.D. No. 95-3292015

ADDRESS: 350 S. Grand Avenue, 37th Floor
Los Angeles, CA 90071

TELEPHONE: (213) 626-8484
FAX: (213) 626-0078
E-MAIL: csteele@rwglaw.com

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Hanson Bridgett, LLP, a California Limited Liability Partnership, whose address of record is 425 Market Street, 26th Floor, San Francisco, California 94105 (hereinafter referred to as "Attorney").

WHEREAS, City requires specialized legal services to provide assistance to the City Attorney; and,

WHEREAS, Attorney represents that it possesses the professional skills to provide specialized legal services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Attorney shall furnish the following services: Attorney shall provide the legal services described in Exhibit "A" attached hereto.

No additional services shall be performed by Attorney unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Attorney or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Attorney.

2. TIME OF PERFORMANCE. All of the legal services shall be performed and completed in accordance with the direction provided by City.

3. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2026 and end on June 30, 2029. The City shall have the option to extend this Agreement for two (2) one (1) year terms.

4. COMPENSATION. Payment by the City to the Attorney for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance

with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Attorney agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Attorney's services rendered under this Agreement, City shall pay Attorney the not to exceed sum of One Hundred Fifty Thousand Dollars ($150,000).

5. METHOD OF PAYMENT. Compensation to Attorney shall be paid by the City after submission by Attorney of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Attorney relating to the matters covered by this Agreement shall be the property of the City, and Attorney hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. ATTORNEY'S BOOKS AND RECORDS. Attorney shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Attorney to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Attorney is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Attorney shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Attorney desire any insurance protection, the Attorney is to acquire same at its expense.

In the event Attorney or any employee, agent, or subcontractor of Attorney providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be

eligible for enrollment in PERS as an employee of the City, Attorney shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Attorney or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Attorney's Services, to the fullest extent permitted by law, Attorney shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Attorney (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Attorney (and its Subconsultants) and the City in the performance of professional services under this agreement as determined by a court of competent jurisdiction.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Attorney shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Attorney or by any individual or City for which Attorney is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Attorney.

10. INSURANCE. During the term of this Agreement, Attorney shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars

($100,000) for any one person and as required by law, including Employer's Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

(i) Attorney shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Attorney shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

(iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Attorney.

(iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Attorney and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

(v) Attorney shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

(i) Attorney shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

(ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Attorney.

(iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Attorney and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Attorney shall carry professional liability insurance appropriate to Attorney's profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Attorney shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Attorney's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Attorney agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Attorney further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov/.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Attorney from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Attorney at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Attorney agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Attorney and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Attorney under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Attorney that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Attorney. If the Agreement is so terminated, the Attorney shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Attorney shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Attorney in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Attorney hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Attorney so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Attorney hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Attorney shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY:_____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6/3/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:_____
Verified by Finance Officer

ATTORNEY
HANSON BRIDGETT, LLP

BY:_____
Emily M. Charley
Partner

Taxpayer I.D. No. 94-1205338

ADDRESS: 425 Market St., 26th Fl.
San Francisco, CA 94105

TELEPHONE: 415-777-3200
E-MAIL: echarley@hansonbridgett.com

EXHIBIT A
SCOPE OF SERVICES

1. Provide legal advice and legal services related to Land Use Planning matters, including but not limited to, Environmental Reviews, Zoning Changes, Community Facility Districts, Development Agreements, Reimbursement Agreements and Annexations.

2. Provide preparation of pleading and attendance at court appearances as requested by City Attorney for Pitchess motions, subject to conflict checks.

3. Provide legal advice on Code Enforcement related matters including but not limited to preparation of pleadings in receivership cases as requested by City Attorney, subject to conflict checks.

4. Provide legal advice and legal services on general municipal issues on an as-needed basis as requested by the City Attorney.

EXHIBIT B
FEE SCHEDULE

Attorney bills for its services on an hourly basis. Attorney accounts for its time in tenth-of-an-hour increments and calculates fees by applying the blended hourly rate of $525.00 to the time spent on a matter. All billing rates are reviewed annually and may be adjusted periodically, subject to the City's approval. The reduced blended rate billed to the City may be adjusted to reflect Attorney's standard rates in fee-shifting cases.

Attorney's invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. Attorney recommends that the City treat the invoices as confidential documents and safeguard them appropriately. Attorney plans to email the invoices to the attention of the City Attorney Craig Cornwell (cornwellc@cityofmerced.gov) and Paralegal Office Administrator Lynda Kovalcheck (kovalcheckl@cityofmerced.gov).

In the event Attorney anticipates that fees for work on the matters described on Exhibit A will exceed $150,000 as set forth in Section 4 of the Agreement, and consistent with the City's policies, Attorney will not perform work in excess of that fee limitation without the City's approval.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-530 Meeting Date: 6/15/2026

Report Prepared by: Craig J. Cornwell, City Attorney

SUBJECT: Approval of a Second Amendment to Memorandum of Understanding Between City of Merced, Merced County, Merced Union High School District and Merced County Office of Education Extending the Term to September 30, 2026, Pertaining to Community Park #42

REPORT IN BRIEF
Considers approving a Second Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office extending the term of this Memorandum of Understanding to September 30, 2026.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving a Second Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District and Merced County Office of Education extending the term of this Memorandum of Understanding to September 30, 2026; and,

B. Authorizing the City Manager to execute necessary documents.

ALTERNATIVES
1. Approve, as recommend by Staff; or,
2. Approve in ad manner not recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

AUTHORITY
Section 200 of the City of Merced Charter.

CITY COUNCIL PRIORITIES
City Council's FY 2026/2027 Goals and Priorities - Complete CP42 JPA formation and CP42 North entitlements.

DISCUSSION
In 2023 City Council entered into a Memorandum of Understanding (MOU) with the County of Merced, Merced Union High School District, and the Merced County Office of Education to collaborate on the development of CP-42 and the operation of the Regional Sports Complex. Merced

County obligated 1.5 million dollars in American Rescue Plan Act funding and Merced Union High School District has obligated roughly 38 acres of land immediately to the north of the City parcel (CP-42 south) currently under construction.

The MOU outlined City responsibilities of annexation, conceptual design & operational proforma, along with Annexation and Environmental Review. Each of those roles is either pending completion or still in process.

In light of the ongoing construction efforts and need to form the JPA, Staff is requesting Council approval of the Second Amendment of the Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education for the collaborative development of Community Park 42.

This amendment would extend the MOU through September 30, 2026.

IMPACT ON CITY RESOURCES

No additional funding is required at this time.

ATTACHMENTS

1. CP-42 Second Amendment MOU between City of Merced, Merced County, MUHSD & MCOE
2. CP-42 First Amendment MOU between City of Merced, Merced County, MUHSD & MCOE dated December 31, 2025
3. CP-42 MOU between City of Merced, Merced County, MUHSD & MCOE dated October 17, 2023

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MERCED COUNTY OF MERCED MERCED UNION HIGH SCHOOL DISTRICT MERCED COUNTY OFFICE OF EDUCATION

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING is made and entered into this ___ day of _____, 2026, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as the "City"), the County of Merced, a Political Subdivision of the State of California, (hereinafter referred to as the "County"), the Merced Union High School District (hereinafter referred to as the "MUHSD"), the Merced County Office of Education (hereinafter referred to as the "MCOE"), referred to collectively herein as the "Parties" and each "Party".

WHEREAS, the Parties entered into a Memorandum of Understanding dated October 17, 2023 ("MOU"); and,

WHEREAS, the Parties entered into a First Amendment dated December 31, 2025, to extend the term to June 30, 2026; and,

WHEREAS, the Parties desire to amend the MOU to extend the term.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 3, "TERM OF THE AGREEMENT," of the MOU is hereby amended to read as follows:

> "The term of this Agreement shall commence from the date it is fully executed by the Parties and continue until September 30, 2026, unless sooner terminated as provided herein. This agreement may be executed through execution of an amendment by the Parties."

2. Except as herein amended, the MOU dated October 17, 2023, and First Amendment dated December 31, 2025, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Memorandum of Understating to be executed on the date first above written.

COUNTY OF MERCED
A Political Subdivision of
The State of California

By: _____

Dated: _____

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

CITY OF MERCED
a California Charter Municipal
Corporation

By: _____

Dated: _____

ATTEST:
D. SCOTT MCBRIDE,
CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM
CRAIG J. CORNWELL,
CITY ATTORNEY

By: _____
City Attorney

Dated: _____

MERCED UNION HIGH SCHOOL DISTRICT

By: _____

Dated: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

MERCED COUNTY OFFICE OF EDUCATION

By: _____

Dated: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6-10-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:_____
Verified by Finance Officer

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MERCED COUNTY OF MERCED MERCED UNION HIGH SCHOOL DISTRICT MERCED COUNTY OFFICE OF EDUCATION

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING is made and entered into this 31st day of December, 2025, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as the "City"), the County of Merced, a Political Subdivision of the State of California, (hereinafter referred to as the "County"), the Merced Union High School District (hereinafter referred to as the "MUHSD"), the Merced County Office of Education (hereinafter referred to as the "MCOE"), referred to collectively herein as the "Parties" and each "Party".

WHEREAS, the Parties entered into a Memorandum of Understanding dated October 17, 2023 ("MOU"); and,

WHEREAS, the Parties desire to amend the MOU to extend the term.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 3, "TERM OF THE AGREEMENT," of the MOU is hereby amended to read as follows:

> "The term of this Agreement shall commence from the date it is fully executed by the Parties and continue until June 30, 2026, unless sooner terminated as provided herein. This agreement may be executed through execution of an amendment by the Parties."

2. Except as herein amended, the MOU dated October 17, 2023, shall remain in full force and effect.

/ / /

/ / /

IN WITNESS WHEREOF, the parties have caused this First Amendment to Memorandum of Understating to be executed on the date first above written.

COUNTY OF MERCED
A Political Subdivision of
The State of California

By: _____

Dated: _____

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

CITY OF MERCED
a California Charter Municipal
Corporation

By: _____

Dated: 12/22/25

ATTEST:
D. SCOTT MCBRIDE,
CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM
CRAIG J. CORNWELL,
CITY ATTORNEY

By: _____
City Attorney

Dated: 10/21/2025

559
FUNDS/ACCOUNTS VERIFIED

FINANCE OFFICE DATE 12/23/25 #1474

No funds to encumber. JC 12/23/25 FL 12/23/25 DL 12/23/25

IN WITNESS WHEREOF, the parties have caused this First Amendment to Memorandum of Understating to be executed on the date first above written.

COUNTY OF MERCED
A Political Subdivision of
The State of California

By: _____

Dated: DEC 0 9 2025

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO LEGAL FORM

By: _____
Forrest W. Hansen

Dated: 11-26-25

CITY OF MERCED
a California Charter Municipal Corporation

By: _____

Dated: _____

ATTEST:
D. SCOTT MCBRIDE,
CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM
CRAIG J. CORNWELL,
CITY ATTORNEY

By: Craig Cornwell
City Attorney

Dated: 10/21/2025

559
FUNDS/ACCOUNTS VERIFIED
12/23/25
FINANCE OFFICE DATE #1474
No funds to encumber JC 12/23/25
12/23/25
12/23/25

MERCED UNION HIGH SCHOOL DISTRICT

By: _____

Dated: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

MERCED COUNTY OFFICE OF EDUCATION

By: _____

Dated: 11.5.2025

ATTEST:

By: Yolanda Campos
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

MERCED UNION HIGH SCHOOL DISTRICT

By: Kurt Kollmann

Dated: Nov. 12, 2025

ATTEST:

By: _____
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: 11/20/25

MERCED COUNTY OFFICE OF EDUCATION

By: _____

Dated: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

Legislation Details (With Text)

File #:	25-1056	**Version:** 1	**Name:**		
Type:	Consent Item		**Status:**	Agenda Ready	
File created:	11/18/2025		**In control:**	City Council/Public Finance and Economic Development Authority/Parking Authority	
On agenda:	12/1/2025		**Final action:**		

Title: SUBJECT: Approval of a First Amendment to Memorandum of Understanding Between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education Extending the Term to June 30, 2026, Pertaining to Community Park #42.

REPORT IN BRIEF
Considers approving a First Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office extending the term of this Memorandum of Understanding to June 30, 2026, regarding Community Park #42.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving a First Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education extending the term of this Memorandum of Understanding to June 30, 2026; and,

B. Authorizing the City Manager to execute the necessary documents.

Sponsors:

Indexes:

Code sections:

Attachments: 1. CP-42 First Amendment MOU between City of Merced, Merced County, MUHSD, & MCOE, 2. CP-42 MOU between City of Merced, Merced County, MUHSD, & MCOE dated October 17, 2023

Date	Ver.	Action By	Action	Result

Report Prepared by: Christopher Jensen, Director, Parks & Community Services

SUBJECT: Approval of a First Amendment to Memorandum of Understanding Between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education Extending the Term to June 30, 2026, Pertaining to Community Park #42.

REPORT IN BRIEF

Considers approving a First Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office extending the term of this Memorandum of Understanding to June 30, 2026, regarding Community Park #42.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a First Amendment to Memorandum of Understanding between City of Merced, Merced

County, Merced Union High School District, and Merced County Office of Education extending the term of this Memorandum of Understanding to June 30, 2026; and,

B. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommend by Staff; or,
2. Approve, subject to other than recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

AUTHORITY

Merced City Charter, Section 200

CITY COUNCIL PRIORITIES

City Council's FY 25/26 Goals and Priorities- Complete CP42 JPA formation and CP42 North entitlements

DISCUSSION

In 2023 City Council entered into a Memorandum of Understanding with the County of Merced, Merced Union High School District, and the Merced County Office of Education to collaborate on the development of CP-42 and the operation of the Regional Sports Complex. Merced County obligated 1.5 million dollars in American Rescue Plan Act funding and Merced Union High School District has obligated roughly 38 acres of land immediately to the north of the City parcel (CP42 south) currently under construction.

The MOU outlined City responsibilities of annexation, conceptual design & operational proforma, along with Annexation and Environmental Review. Each of those roles is either pending completion or still underway. However, in an effort to maximize funding as much as possible the City still has approximately $1,200,000 available from the County's contribution of ARPA funding. In reviewing potential options for use of the available funding the pending Partners have agreed to utilize $300,000 on CP42 North Engineering, and the remaining $900,000 on further developments of CP42 South to ensure immediate potential for generating revenues.

In addition, these parties are extending their commitment to form a Joint Powers Authority (JPA) in the future to oversee operations of the Sports Complex. The responsibilities of each party under the JPA are as follow:

<u>City of Merced</u>

1. The City shall serve as lead agency for the Project, in consultation with the County.
2. The City shall be jointly responsible, along with MUHSD, for maintenance of the MUHSD Property until the JPA is established.
3. The City shall cooperate with the Parties as necessary to facilitate the Project.

<u>Merced County</u>

1. The County shall contribute the Funding.
2. The County shall cooperate with the City in determining how the MUHSD Property is developed.
3. The County shall support annexation of the MUHSD Property.
4. The County shall cooperate with the Parties as necessary to facilitate the Project.

MUHSD

1. MUHSD consents to City operating as lead agency for the Project.
2. MUHSD shall contribute the MUHSD Property to the JPA upon formation.
3. MUHSD shall be jointly responsible, along with the City, for maintenance of the MUHSD Property until the JPA is established.
4. MUHSD shall cooperate with the Parties as necessary to facilitate the Project.

MCOE

1. MCOE shall contribute Six Hundred Fifty Thousand Dollars ($650,000) for the construction of a futsal court at the Sports Complex, as set forth in the Futsal Agreement, and shall retain equal access to the Sports Complex Phase One, as outlined in the Futsal Agreement.
2. MCOE shall cooperate with the Parties as necessary to facilitate the Project.

The MOU proposes the following governance structure for the future JPA:

- City of Merced: two voting members
- Merced County: two voting members
- MUHSD: two voting members
- MCOE: one voting member

In light of the ongoing construction efforts and need to form the JPA, Staff is requesting Council approval of the First Amendment of the Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education for the collaborative development of Community Park 42.

This amendment would extend the MOU through June 30th 2026.

IMPACT ON CITY RESOURCES

No funding is required at this time.

ATTACHMENTS

1. CP-42 First Amendment_ MOU between City of Merced, Merced County, MUHSD, & MCOE
2. CP-42 MOU between City of Merced, Merced County, MUHSD, & MCOE dated October 17, 2023.

CITY OF MERCED
678 WEST 18TH ST
MERCED CA 95340

Contract Submittal Routing Sheet - Internal Use Only

Merced County - County Clerk

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	559
Department	CITY MANAGER
Type	MOU
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
	10/17/2023	12/31/2023	

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER

CONTRACT DESCRIPTION

MOU CP-42

LINE #	YEAR	ACCOUNT	AMOUNT

Amendment #1

Rush

Please execute before contract expiration date of 12/31/25

SW

Clerk: 12/23/25 Insurance: / Finance: 12/23/25 City Manager: 12/23/25

VM 12/23/25

Posted 1/5/26

Total Expended	$0.00
Total Open PO	$0.00
Total Open Requisition	$0.00
Total Contract Balance	$0.00
Total Liquidated Amount	$0.00
Total Revised	$0.00
TOTAL ORIGINAL	$0.00

Memorandum of Understanding Between:

City of Merced
County of Merced
Merced Union High School District
Merced County Office of Education

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "Agreement," is made and entered into this 17th day of October, 2023 ("Effective Date") by and between the City of Merced, a California Charter Municipal Corporation, hereinafter referred to as "City", the County of Merced, a Political Subdivision of the State of California, hereinafter referred to as "County", the Merced Union High School District, hereinafter referred to as "MUHSD", and the Merced County Office of Education, hereinafter referred to as "MCOE", referred to collectively herein as the "Parties" and each a "Party".

RECITALS

WHEREAS, the City owns certain real property located at the northwest corner of Mission Avenue and Tyler Road, APN 259-130-035, known as CP-42 ("City Property") which it acquired in 2007 and is in the process of developing as a sports park; and,

WHEREAS, MUHSD owns property adjacent to CP-42 located at the southwest corner of Gerard Avenue and Tyler Road, APN 259-130-010 ("MUHSD Property"); and,

WHEREAS, the City Property and the MUHSD Property encompass a total of seventy-six (76) acres that the Parties intend to develop jointly for use as a sports complex ("Sports Complex"), for continuity, efficiency, and economies of scale, including, without limitation storm drainage, road design upgrades, and other public improvements; and,

WHEREAS, for purposes of this Agreement, the Parties wish to collaborate on the initial planning phase of the MUHSD Property, including, without limitation, environmental review, design, entitlements, and annexation (the "Project"); and,

WHEREAS, the Parties intend to form a Joint Powers Authority ("JPA") to own, subject to parkland restrictions, and operate the Sports Complex following annexation of the MUHSD Property; and,

WHEREAS, Phase One of the Sports Complex will include four (4) soccer/football fields, two (2) basketball courts, two (2) volleyball courts, two (2) tennis courts, a futsal court, a concession/restroom building, an additional restroom building, shade structures and other utilities and appurtenances as recommended by the Community during the City's American Rescue Plan Act (ARPA) public hearing process, totaling Eight Million, Three Hundred, and Fifty Thousand Dollars ($8,350,000) in improvements; and,

WHEREAS, the City will pursue additional funding to complete the construction of Phase Two and Phase Three of the Sports Complex, subsequent to the completion of the construction of Phase One; and,

WHEREAS, the City will contribute the City Property to the JPA following its formation, and will serve as lead agency for the Project; and,

WHEREAS, MUHSD will contribute the MUHSD Property to the JPA upon formation and consents to the City serving as lead agency for the Project; and,

WHEREAS, the County hosted public meetings and administered a survey to solicit input from the community on their desired use of American Rescue Plan Act ("ARPA") funds, resulting in a determination that improved public facilities and parks are a priority to the community; and,

WHEREAS, on June 7, 2022, the County Board of Supervisors approved an allocation of One Million Five Hundred Thousand Dollars ($1,500,000) in ARPA funds to be used for the Project; and,

WHEREAS, MCOE has committed funds in the amount of Six Hundred Fifty Thousand Dollars ($650,000) for the construction of a futsal court at the Sports Complex, as set forth in the Futsal Agreement.

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereby agree as follows:

AGREEMENT

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **PROJECT**. For purposes of this Agreement, the Project consists of initial planning work for the MUHSD Property located on the northern half of the Sports Complex, including, without limitation, environmental review, design, entitlements, and annexation.

   Design to include elements allowing for green space to be activated in support of baseball, softball, soccer, and other outdoor activities until such time as additional funding can be secured to include an indoor facility and aquatic facilities. Additional improvements must be approved by the MUHSD Board of Trustees.

3. **TERM OF THE AGREEMENT**. The term of this Agreement shall commence from the date it is fully executed by the Parties and continue until December 31, 2025, unless sooner terminated as provided herein. This Agreement may be extended through execution of an amendment by the Parties.

4. **FUNDING**. The County will provide funding for the Project in the amount of One Million Five Hundred Thousand Dollars ($1,500,000), with actual expenses to be invoiced on a monthly basis, to pay for environmental review, design, entitlements, annexation, and related costs ("Funding").

   a. The Parties will work cooperatively to pursue grants and private funding for the Sports Complex until the JPA is formed, at which time the JPA will manage all fiscal activities of the Sports Complex.

5. **JOINT POWERS AUTHORITY.**

   a. Prior to operation of Phase One of the Sports Complex, the Parties will use best efforts to form a JPA which will own, subject to parkland restrictions, and operate the Sports Complex following annexation of the MUHSD Property. The JPA will indemnify, defend, and hold the Parties harmless from and against any claims, losses, liabilities, costs, expenses, etc., arising out of or in any way connected with the Sports Complex or the JPA's activities. No Party to the JPA shall be obligated

to contribute any funding toward the Sports Complex without the consent of its governing board. Should the future JPA be disbanded, property ownership would revert back to the original agency of ownership. Management techniques will ensure equitable access to field use among the Parties and will prohibit exclusive use agreements with private parties.

b. Voting members of the JPA shall be as follows:
City – Two (2) voting members
County – Two (2) voting members
MUHSD – Two (2) voting members
MCOE – One (1) voting member

6. **TERMINATION**.

a. Without Cause: Any Party may terminate this Agreement without cause by giving at least thirty (30) days advance written notice of such termination to the other Parties.

b. Breach of Contract: Any Party may immediately suspend or terminate this Agreement in whole or in part, if it is determined that a Party, other than the Party seeking to terminate, is in breach of any of the following:

i. An illegal or improper use of funds.

ii. A failure to comply with any terms of this Agreement.

iii. A substantially incorrect or incomplete report has been submitted.

The aggrieved Party shall give written notice of such termination to the breaching Party and all other Parties.

Upon termination of this Agreement, City shall be compensated for all work performed pursuant to this Agreement, up to and including the date of termination.

c. Non-Allocation of Funds: The terms of this Agreement and any extensions, and the services to be provided, are contingent on the approval of funds by the appropriating government agency. If sufficient

funds are not allocated, the services provided may be modified, or this Agreement shall be terminated at any time by giving thirty (30) days advance written notice.

7. **CITY RESPONSIBILITIES.**

a. The City shall serve as lead agency for the Project, in consultation with the County.

b. The City shall be jointly responsible, along with MUHSD, for maintenance of the MUHSD Property until the JPA is established.

c. The City shall cooperate with the Parties as necessary to facilitate the Project.

8. **COUNTY RESPONSIBILITES.**

a. The County shall contribute the Funding.

b. The County shall cooperate with the City in determining how the MUHSD Property is developed.

c. The County shall support annexation of the MUHSD Property.

d. The County shall cooperate with the Parties as necessary to facilitate the Project.

9. **MUHSD RESPONSIBILITIES.**

a. MUHSD consents to City operating as lead agency for the Project.

b. MUHSD shall contribute the MUHSD Property to the JPA upon formation.

c. MUHSD shall be jointly responsible, along with the City, for maintenance of the MUHSD Property until the JPA is established.

d. MUHSD shall cooperate with the Parties as necessary to facilitate the Project.

10. **MCOE RESPONSIBILITIES.**

MCOE shall contribute Six Hundred Fifty Thousand Dollars ($650,000) for the construction of a futsal court at the Sports Complex, as set forth in the Futsal Agreement, and shall retain equal access to the Sports Complex Phase One, as outlined in the Futsal Agreement.

MCOE shall cooperate with the Parties as necessary to facilitate the Project.

11. **NOT A PARTNERSHIP**. This Agreement does not create a partnership, joint powers agreement, or a joint venture, and does not create any financial commitments, except as expressly stated herein. No Party has the authority to bind the other to any obligation. The Parties agree to consult with one another in good faith and to resolve any disagreements that may arise from or related to this Agreement.

12. **MODIFICATION**. Any modifications to this Agreement shall be effective and binding upon the Parties only if specifically, mutually agreed upon in writing by the Parties' respective duly authorized representatives. This Agreement shall not be modified, nor shall any Party's rights hereunder be waived except by such a writing reflecting the Parties' specific intent to modify the Agreement.

13. **NON-ASSIGNMENT**. No Party may assign, transfer, or subcontract their obligations under this Agreement or any rights hereunder without the prior written consent of the other Parties.

14. **INDEMNIFICATION**. Each Party shall, at its own expense, defend, indemnify and hold the other Parties and their employees, officers, directors, contractors and agents, harmless from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising out of the active and/or passive negligence or willful misconduct of indemnifying Party, its employees, officers, agents or subcontractors.

15. **INSURANCE**. Each Party shall bear its own cost and exposure for maintaining Commercial General Liability (CGL) and Automobile Liability insurance or self-insurance, with limits no less than One Million Dollars ($1,000,000) per occurrence covering bodily injury, personal injury and

property damage, and Workers Compensation Insurance as required according to the California Labor Code, including Employer's Liability limits of One Million Dollars ($1,000,000) per accident, during the term of the Agreement.

Each Party shall provide the other Parties certificates of insurance upon request. Each Party and its officers, employees and agents shall be endorsed to the other's CGL policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

16. **NOTICES**. Any and all notices between the Parties provided for under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

CITY
City of Merced
678 W. 18th Street
Merced, CA 95340
Attn: City Manager

COUNTY
County of Merced
2222 M. Street
Merced, CA 95340
Attn: County Executive Officer

MUHSD
Merced Union High School District
PO Box 2147
Merced, CA 95344
Attn:

MCOE
Merced County Office of Education
632 West 13th Street
Merced, CA 95341
Attn:

17. **GOVERNING LAW**. Sole and exclusive jurisdiction and venue for any action, suit, or litigation arising out of this Agreement shall be in the Merced County Superior Court. The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

18. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between Parties with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings,

advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

19. **CAPACITY TO ENTER AGREEMENT**. The persons executing this Agreement on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the entity for which they sign.

{signatures on next page}

* * * * * * * * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the 17th day of October, 2023.

COUNTY OF MERCED,
a Political Subdivision of
the State of California

By: _____

Dated: OCT 17 2023

CITY OF MERCED,
a California Charter Municipal
Corporation

By: _____

Dated: _____

ATTEST:
RAUL LOMELI MENDEZ,
CLERK OF THE BOARD

By: _____
Deputy

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Forrest W. Hansen

Dated: 10-16-23

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

{Signatures continued on next page}

* * * * * * * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the

_____ day of _____, 2023.

COUNTY OF MERCED,
a Political Subdivision of
the State of California

By: _____

Dated: _____

CITY OF MERCED,
a California Charter Municipal
Corporation

By: _____

Dated: 11/7/2023

ATTEST:
RAUL LOMELI MENDEZ,
CLERK OF THE BOARD

By: _____
Deputy

ATTEST:
Scott McBride, CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

APPROVED AS TO LEGAL FORM

By: _____

Dated: 10/16/2023

559
FUNDS/ACCOUNTS VERIFIED

10/27/23
FINANCE OFFICE DATE #1474
No funds to encumber. YC 10/25/23
FL 10/25/23

{Signatures continued on next page}

MERCED UNION HIGH SCHOOL DISTRICT

By: Tiffany Pickle

Dated: Jan. 10, 2024

MERCED COUNTY OFFICE OF EDUCATION

By: _____

Dated: 1. 25. 24

ATTEST:

By: _____
Clerk

ATTEST:

By: Yolonda Campos
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: 12/11/2023

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

J:\WDOCS\03360\001\AGT\01034945.DOCX

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-523 Meeting Date: 6/15/2026

Report Prepared by: Craig J. Cornwell, City Attorney

SUBJECT: Second Reading and Final Adoption of an Ordinance Adding a New Chapter 8.53 of the Merced Municipal Code to Create a Repeat Housing Code Violators Program

REPORT IN BRIEF
Second reading and final adoption of an Ordinance adding a new Chapter 8.53 of the Merced Municipal Code to Create a Repeat Housing Code Violators Program to establish standards and procedures to penalize rental property owners who demonstrate a pattern of neglect, unresolved violations, or unsafe conditions for tenants to preserve rental housing supply within the City of Merced.

RECOMMENDATION
City Council - Adopt a motion adopting **Ordinance 2591**, an Ordinance of the City Council of the City of Merced, California, Adding a New Chapter 8.53, “Repeat Housing Code Violators Program; to the Merced Municipal Code and,

ALTERNATIVES
1. Adopt Ordinance as recommended by staff; or,
2. Provide direction on specific revisions to the Ordinance; or,
3. Request additional information; or
4. Continue the matter to a date certain; or
5. Decline to act.

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the 2025-26 Adopted Budget.

DISCUSSION
Ordinance 2591 reflects the City of Merced’s (“City) authority to regulate code violations, nuisances and property maintenance for public health, safety, and welfare reasons, aligning with applicable state law. These changes came about after discussion at the subcommittee level and then an agendized informational session at a City Council of the City of Merced (“Council”) scheduled meeting wherein initial input was sought from the entire Council and the public.

The Council recognizes that the maintenance and preservation of existing rental housing properties

is of tremendous importance. Rental housing provides needed affordable housing for many and is an asset that must be preserved and maintained. The City has a significant interest in ensuring that safe and habitable rental housing remains a desirable housing option for its citizens.

Over time, rental housing often deteriorates due to intentional and unintentional neglect by property owners, managers, and tenants. This deterioration often results in substandard conditions that adversely affect the economic value of neighborhood structures and are hazardous to public health and safety. In some cases, property owners choose not to make the necessary repairs due to the associated costs. In other cases, the necessary repairs are not completed because tenants fail to report deficiencies out of a lack of knowledge or a fear of being evicted for doing so. In some instances, a small number of rental property owners have demonstrated a persistent pattern of neglect, violations, and unsafe housing conditions that burden tenants, neighborhoods, and City resources.

This ordinance seeks to strategically and fairly address the most egregious housing violators. The Merced City Council intends to establish standards and procedures to penalize rental property owners who demonstrate a pattern of neglect, unresolved violations, or unsafe conditions for tenants to preserve rental housing supply.

Upon adoption of this Ordinance, the City Council will need to consider and adopt a resolution establishing the administrative fines and penalties in accordance with this Ordinance.

Previous Actions

The City Council heard this item at their June 1, 2026, meeting, introducing Ordinance 2591. The item passed and is now before City Council for a second reading and final adoption.

ATTACHMENT:

1. Repeat Housing Code Violators Program Ordinance
2. Sample Notice of Designation-Repeat Housing Code Violator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ADDING A NEW CHAPTER 8.53, "REPEAT HOUSING CODE VIOLATORS PROGRAM," TO THE MERCED MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1.

The Merced Municipal Code shall be amended to add the following new chapter:

Chapter 8.53

REPEAT HOUSING CODE VIOLATORS PROGRAM

SECTION:

8.53.010 Generally.
8.53.020 Definitions.
8.53.030 Applicability.
8.53.040 Implementation and Administration.
8.53.050 Designation of Repeat Housing Code Violators.
8.53.060 Tenant Safeguards.
8.53.070 Enforcement Actions.
8.53.080 Appeals.
8.53.090 Penalties.

Section:

8.53.010 Generally.

The City Council of the City of Merced recognizes that the maintenance and preservation of existing rental housing properties is of tremendous importance. The City of Merced has a significant interest in ensuring that safe and habitable rental housing remains a desirable housing option for its citizens. The City Council of the City

of Merced desires to strategically and fairly address the most egregious housing violators, who make up a relatively small number of landlords, by establishing standards and procedures to penalize rental property owners who demonstrate a pattern of neglect, unresolved violations, and/or unsafe conditions for tenants to preserve rental housing supply.

8.53.020 Definitions.

As used in this Chapter, the following terms shall have the following meanings:

A. "City" means the City of Merced and/or any agent hired to implement this Chapter.

B. "Health and Safety Standards" means the standards set forth in California Civil Code Section 1941.1.

C. "Owner" means person, persons, corporation, partnership, limited liability company, trust, investment group, or any other entity holding a recorded title to a Rental Housing Property as shown in the Merced County Registrar -Recorder's Office. "Owner" includes an affiliated entity that directly or indirectly controls, is controlled by, or is under common control with the Owner.

D. "Rental Housing Property" means a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the County of Merced, upon which a Rental Housing Unit is maintained.

E. "Rental Housing Unit" means a single unit providing living facilities for one or more persons, that is being rented or is intended to be rented. Examples of housing units covered by this Chapter may include apartment units, condominiums, and townhomes and rented single-family homes. A Rental Housing Unit also includes other types of residential units that provide for sleeping accommodation, but toileting and cooking facilities are shared by occupants of more than one unit, such as single rooms located in non-transient residential Rental Housing Property. This

definition does not include units used for transient lodging, such as group housing, boarding or lodging houses, hotels, motels, and bed and breakfasts, as those terms are defined in Chapter 20.90.020 of this Code.

F. "Repeat Housing Code Violator" means the Owner of a Residential Rental Property with a documented pattern of not less than three (3) unresolved Violations within a twelve (12) month period that is designated a "Repeat Housing Code Violator" pursuant to the provisions of this Chapter.

G. "Violation" means any confirmed breach of the Merced Municipal Code, State Housing Law, California Fire Code or Health and Safety Standard that affect habitability, health, or safety of a Rental Housing Unit or tenant in a Rental Housing Unit.

8.53.030 Applicability.

A. This Chapter shall apply to all Rental Housing Units, as defined herein, located within the City.

B. Provisions of this Chapter shall be supplementary and complementary to all provisions of this Code, and any local, state, or federal law. Nothing herein shall be construed or interpreted to limit any existing right or power of the City to abate and prosecute all nuisances or to enforce any other conditions in violation of federal, state or local laws, including but not limited to any building, housing, property maintenance, and/or public nuisance laws.

8.53.040 Implementation and Administration.

A. The City Manager, or his/her designee, may promulgate rules, forms, and procedures necessary for the implementation of this Chapter, including, as the City Manager deems appropriate, training for staff and education for Owners and tenants. The City Attorney must approve as to legal form all materials promulgated under this section.

B. The City Manager, or his/her designee, shall be responsible for preparing a Repeat Housing Code Violators Annual

Report detailing the number of properties designated as chronic offenders, the Owners of the properties, the amount of penalties and fees collected, the purpose for which such funds were used, and the status of any enforcement actions, property improvements, or related programs administered under this ordinance and present this report to the City Council at least annually.

C. The City Council shall review the Repeat Housing Code Violators Program Annual Report to determine whether the penalties, licensing requirements and related administrative processes remain reasonably related to the ongoing impacts of chronic Violations.

D. The Repeat Housing Code Program Annual Report shall be posted on the City's website once it has been considered by the City Council.

8.53.050 Designation of Repeat Housing Code Violators.

A. Within sixty (60) days following the adoption of this Ordinance, the City Manager, or his/her designee, shall evaluate Rental Housing Property unresolved Violations. Owners of Rental Housing Properties with three (3) or more unresolved Violations, at the time of review and dated after the effective date of this Chapter, within a twelve (12) month period shall be designated Repeat Housing Code Violators. Owners of multiple Residential Real Properties in the City may be designated as a "Repeat Housing Code Violator" if properties which they own or control in the City cumulatively have a documented pattern of not less than three (3) unresolved Violations within a twelve (12) month period.

B. Upon designation of a Repeat Housing Code Violator, a written Notice of Designation shall be issued to the designated Repeat Housing Code Violator(s), including, without limitation, the following:

1. The address of the property or properties to which the Notice applies; and

2. A summary of the Violations, including the date(s) issued; and

3. Notice of Owner's opportunity to cure uncorrected Violations within a reasonable period set forth in the Notice; and

4. The City's right to levy administrative fines, in accordance with Section 8.53.090 of this Chapter, for violation of the Repeat Housing Code Violators Program, including but not limited to, daily fines that shall be assessed, for each day commencing with the first day following the expiration of said reasonable period contained in the Notice of Designation; and

5. Notice of Owner's right to appeal as provided for in Chapter 8.53.080, "Appeal".

C. Owner must provide all current tenants a copy of the Notice of Designation form within thirty (30) days of Owner's receipt. Owner must provide all prospective tenants a copy of the Notice of Designation form prior to lease execution for so long as the Notice of Designation is in effect.

D. Within two (2) days of issuance of a written Notice of Designation, City Manager, or his/her designee shall post the Notice of Designation in a conspicuous location near the entry of the Rental Housing Property. The Notice of Designation must remain posted until the violations are cured. Owner shall be responsible for ensuring said posting remains; failure to comply may result in an additional Violation.

E. Within two (2) days of issuance of a Notice of Designation, City Manager, or his/her designee, shall post a pdf of the Notice of Designation on the City's public website and said Designation shall remain on the City's public website until the violations are cured and all fines and penalties have been paid in full.

F. The City Manager, or his/her designee, shall maintain and make publicly available a list of out-of-compliance properties owned by individuals or entities designated as Repeat Housing Code Violators and said list shall be posted on the City's public website.

G. An Owner designated as a Repeat Housing Code Violator may be removed from the City's public list if no new or uncorrected

Violations occurred for a continuous period of twenty-four (24) months.

Repeat Housing Code Violators may submit a written request to the City to have their Repeat Housing Code Violator designation removed sooner. Upon verification of compliance with all existing Code provisions, correction of all issued Violations, and payment, in full of any and all applicable fees and/or fines by the City Manager, or his/her designee, the Repeat Housing Code Violator designation shall be lifted, and the Owner and their associated property or properties shall be removed from the public list of Repeat Housing Code Violators.

8.53.060 Tenant Safeguards.

A. Owner must provide all current tenants a copy of the Notice of Designation form within thirty (30) days of Owner's receipt. Owner must provide all prospective tenants a copy of the Notice of Designation form prior to lease execution.

B. Within two (2) days of issuance of a Notice of Designation, City Manager, or his/her designee, shall post the Notice of Designation in a conspicuous location near the entry of the Rental Housing Property. The Notice of Designation must remain posted until the violations are cured. Owner shall be responsible for ensuring said posting remains; failure to comply may result in an additional Violation.

C. Within two (2) days of issuance of a Notice of Designation, City Manager, or his/her designee, shall post the Notice of Designation on the City's public website and said Designation shall remain on the City's public website until the violations are cured and all fines and penalties have been paid in full.

D. A Repeat Housing Code Violator may not recover possession of a Rental Housing Unit in retaliation against a tenant for filing a complaint of a Violation with the City. If a Repeat Housing Code Violator attempts to terminate the tenancy of a tenant who files a complaint of a Violation within twelve (12) months after the complaint is filed, there will be a rebuttable presumption that such

termination of tenancy was in retaliation against the tenant who filed the complaint.

E. Tenant Relocation Assistance:

1. Any tenant who is displaced as a result of an order to vacate, or due to the Owner's failure to maintain a valid business license pursuant to Section 8.53.070(B) of this Chapter, shall be eligible for tenant relocation assistance, paid by Owner, in accordance with California Health and Safety Code Section 17975, et seq.

2. Relocation benefits required by this section shall be paid to the tenant within ten (10) days after the order to vacate is mailed to the owner and posted on the premises, or at least twenty (20) days prior to the vacation date, whichever occurs later.

3. Relocation benefits required by this section shall be a sum equal to:

a. Two months of the established fair market rent for Merced County, as determined by the Department of Housing and Urban Development; and

b. An amount sufficient for utility service deposits as determined by the City; and

c. Security deposits, if any, held by the Owner.

4. Notwithstanding subsection 1, above, no relocation benefits shall be payable to any tenant who caused or substantially contributed to the condition giving rise to the order to vacate.

8.53.070 Enforcement Actions.

A. If the Building Official or his/her designee and/or Fire Chief or his/her designee determines the Violation(s) are so extensive and of such a nature that the immediate health and safety of the residents is endangered, the Building Official or his/her designee or Fire Chief or his/her designee may issue an order to vacate to any tenants affected by the Violation(s), accompanied by a summary of the provisions of Health and Safety Code section 17975, et seq. Owner shall pay tenant

relocation assistance to any tenant displaced by the City's order to vacate, in accordance with Health and Safety Code section 17975, et seq., pursuant to Section 8.53.060(E) of this Chapter.

B. After re-inspection of the property, if Violation(s) persist, the City may refuse to renew or revoke Owner's business license in accordance with Merced Municipal Code Section 5.04.260. The City shall provide the Owner with written notice of the suspension or revocation of Owner's business license.

C. Notwithstanding subsections A and B of this section, if, after re-inspection of the property, the Owner fails to correct the conditions in Violation or any other applicable law, the City may:

1. Commence a criminal complaint.

2. Commence a receivership action.

3. Pursue any and all available options under Merced Municipal Code as well as applicable state and federal law.

4. Recover all fees and costs, including but not limited to enforcement costs, including inspection, legal and administrative fees from Owner as well as all legal fees and costs.

8.53.080 APPEALS.

A. Owner(s) may appeal the Designation of Repeat Housing Code Violator set out in Section 8.53.050 by submitting a written appeal to the City Clerk requesting an appeal within five days of the Notice of Designation and upon payment of the appeal fee established by resolution of the City Council.

B. The Appeal shall be governed by Merced Municipal Code Section 1.10.080 with the following additional requirements:

1. The City Council shall hear the appeal, upon notice being given in accordance with the provisions of Section 66451.3 of the Government Code and to the Owner(s), within thirty days, unless the Owner(s) consents to a continuance.

2. The City Attorney or his/her designee, shall prepare an administrative hearing packet that shall include a staff report, any evidence of the

Violation(s), and an explanation of the reasons for the Designation of Repeat Housing Code Violator.

3. At the time fixed for the hearing, the City Council shall proceed to hear the testimony of the Owner(s) or any witnesses on his/her behalf. It may also hear the testimony of tenants, both current and former, and from other competent persons respecting the:

A. Character of the neighborhood in which the Property(ies) is located; and/or

B. The kind, nature and extent of the Violation(s) as well as efforts to correct Violation(s); and/or

C. The living conditions and habitability of the Property(ies); and/or

D. Any other phase of the matter about which the City Council may desire to inquire.

4. Upon conclusion of the hearing, the City Council shall, within ten days, declare its findings based upon the testimony and documents before it. It may sustain, modify, reject or overrule any recommendations or designations issued in accordance with the provisions of this Chapter and may make such findings as are not inconsistent with the provisions of this Chapter.

8.53.090 Penalties.

A. Any Owner violating any provisions of this Chapter shall be guilty of a misdemeanor and shall be subject to criminal prosecution, civil remedies, administrative fines and penalties, and any other remedies available to the City for enforcement of this code.

B. An administrative fine in an amount set forth by Resolution will be levied upon Owner being Designated a Repeat Housing Code Violator.

C. Daily administrative fines shall be assessed in an amount set forth by Resolution, for each day commencing with the first day following the expiration of the Owner's opportunity to cure stated in the Notice of Designation of Repeat Housing Code Violator, as specified in Section

8.53.050(B)(4), until such time as the uncorrected violations are cured or City determines the Owner is making good-faith progress toward curing the violations shall be assessed.

SECTION 2.

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3.

This Ordinance shall be effective thirty (30) days after final passage pursuant to Section 36937 of the Government Code. A summary of this Ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code with the names of the City Council Members voting for and against it.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2026, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2026, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 6-4-2026
City Attorney Date

CITY OF MERCED

NOTICE OF DESIGNATION - REPEAT HOUSING CODE VIOLATOR

Issued Pursuant to Merced Municipal Code Chapter 8.53

To:

[Owner Name]

[Mailing Address]

[City, State ZIP]

Subject Property:

[Street Address]

[Assessor's Parcel Number (APN)]

In accordance with Merced Municipal Code § 8.53.050 (C), Owner must provide a copy of this Notice of Designation to all current tenants within thirty (30) days of Owner's receipt.

In accordance with Merced Municipal Code § 8.53.050(C), Owner must provide a copy of this Notice of Designation to all prospective tenants prior to lease execution.

In accordance with Merced Municipal Code § 8.53.050(D), Code Enforcement shall post this Notice of Designation in a conspicuous location at the subject property near the entrance within two (2) calendar days of its issuance. This Notice of Designation must remain posted until the violations are cured.

In accordance with Merced Municipal Code § 8.53.050(E), the City shall post a pdf of this Notice of Designation on the City's public website, where it shall remain until the violations are cured and all fines and penalties have been paid in full, within two (2) calendar days of its issuance.

The Notice shall remain posted until the designation is lifted or the violations are corrected, including full payment of all fines and penalties and verified by the City. Failure to post this Notice as required or to remove a posted Notice prematurely may constitute a separate violation under the Merced Municipal Code.

SAMPLE

I. Summary of Violations

Pursuant to Merced Municipal Code (MMC) Chapter 8.53, the City designates Owner of the above-referenced property a Repeat Housing Code Violator. Based on City inspection and enforcement records, the following unresolved violations have been identified:

1. ___
2. ___
3. ___

As of the date of this Notice, the Subject Property has ___ unresolved Violations within a 12-month period and is therefore subject to designation as a "Repeat Housing Code Violator" under MMC § 8.53.020(F).

II. Opportunity to Cure

You are hereby notified that you have __ calendar days from the date of this Notice to correct or otherwise resolve all outstanding Violations listed above.

Failure to cure these Violations within the prescribed period will result in the designation becoming final and public posting of your property on the City's list of Repeat Housing Code Violators pursuant to MMC § F. In addition, a daily fine in an amount set forth by City Council resolution will be issued beginning on _____ and continuing until all outstanding Violations are corrected or otherwise resolved pursuant to MMC § 8.53.090(C).

III. Right to Appeal

You have the right to appeal this proposed designation before it becomes final.

To exercise this right, you must:

1. Submit a written appeal to the City of Merced within 5 calendar days of the date of this Notice; and
2. Pay the applicable appeal fee as established by City Council resolution.

Appeals shall be conducted in accordance with MMC § 8.53.080. If a timely appeal is not received, this designation will become final upon expiration of the appeal period.

IV. Assistance and Additional Information

Tenants residing at the designated property have certain rights and protections under state and local law. Tenants may wish to contact legal services organization for free or low-cost information and assistance regarding your rights and options as a tenant.

For questions regarding this Notice or to verify compliance, please contact:

City of Merced Code Enforcement Division

Phone:

Email:

SAMPLE

Address:

Attachment: Tenant Relocation Assistance Overview

SAMPLE

Tenant Relocation Assistance Overview

Summary of Health and Safety Code §§ 17975 *et. seq.*

In certain situations, California law requires landlords to provide financial assistance to tenants who are required to move out of their rental housing. This document offers an overview of the laws related to tenant relocation assistance in California. For more information, please contact the City of Merced Code Enforcement Division at (209) 385-6237.

I. Under what conditions must landlords provide relocation assistance? (HSC § 17975)

a. Landlords are required to provide monetary relocation assistance when:

i. a tenant is or will be displaced from a residential rental unit; and

ii. the displacement is caused by an order to vacate from a local enforcement agency for immediate health and safety concerns of the tenants.

II. Exceptions to the landlord's requirement to provide relocation assistance (HSC §§ 17975.4(a), 17975.4(b))

a. Landlords are not required to provide monetary relocation assistance to any tenant who:

i. caused or substantially contributed to the condition giving rise to the order to vacate (to be determined by the local enforcement agency); or has a guest or invitee who caused or substantially contributed to the condition giving rise to the order to vacate (to be determined by the local enforcement agency).

b. Landlords are not required to provide monetary relocation assistance when the local enforcement agency determines the unit or structure became unsafe or hazardous as a result of:

i. a flood;

ii. a fire;

iii. an earthquake; or

iv. other event beyond the control of the owner/designated agent and the owner/designated agent did not cause or contribute to the condition.

III. Is relocation assistance available in the event of a fire, flood, earthquake, or event? (HSC § 179.4(c))

a. In the event of a fire, flood, earthquake or event, the local enforcement agency may elect, at its discretion, to pay relocation payments to tenants who:

i. did not cause or substantially contribute to the uninhabitable condition of the unit or structure.

SAMPLE

IV. How much assistance are tenants entitled to? (HSC § 17975.2)

a. The owner/designated agent shall pay the following amounts on a per unit basis:

   i. a sum equal to two months of the established fair market rent for the area as determined by the Department of Housing and Urban Development (pursuant to 1437f of title 24 of the United States Code.); and

   ii. an amount sufficient for utility service deposits as determined by the local enforcement agency; and

   iii. the return of any security deposit held by the owner as required by law.

V. When must assistance be paid? (HSC §§ 17975.1(a), 17975.1(b), 17975.1(c))

a. If there are fewer than 10 days between the mailing/posting of the vacation order and the vacation date then:

   i. the owner/designated agent must pay the tenant within 24 hours after the notice is mailed and posted on the premises.

b. If there are 10 days or more between the mailing/posting of the vacation order and the vacation date, then payment must be made by whichever occurs latest:

   i. within 10 days after the date the order to vacate is mailed to the owner and posted on the premises; or

   ii. At least 20 days prior to the vacation date set forth in the order to vacate.

VI. Are there penalties for late payments? (HSC § 17975.3)

a. Owners/designated agents must pay penalties equal to 1.5X the relocation benefit otherwise entitled with one exception:

   i. The penalty does not apply when relocation benefits are payable fewer than 10 days after the date the order to vacate is mailed/posted on the premises IF the owner or designated agent makes the payment no later than 10 days after the order is first mailed/posted.

VII. What if the landlord does not pay? (HSC §§ 17975.5(a), 17975.5(b), 17975.5(c))

a. If the owner or designated agent fails or refuses to pay assistance that is owed by him or her, then the local enforcement agency may advance the relocation payments.

b. If the local enforcement agency advances payment, it is entitled to recover the amount advanced, plus a penalty equal to one-half the advancement (not to exceed $10,000) and the local enforcement agency's actual costs including direct and indirect costs of administering the provision of benefits to the displaced tenant.

SAMPLE

c. The local enforcement agency may place a lien on the property to recover costs.

d. The local enforcement agency shall provide owners/designated agents that have failed or refused to pay relocation payments with an itemized accounting of all benefits sought for recovery before instituting any action to collect.

i. If the owner/designated agent contends that not all of the benefits are chargeable to the owner/designated agent, a written appeal must be filed with the director of the local enforcement agency within 20 days after receipt by the owner or designated agent of the itemized accounting.

ii. If a timely appeal is filed an administrative hearing shall be held by the director or the director's designee to determine the amount of paid benefits that are chargeable to the owner/designated agent.

1. If the owner fails to obtain a more favorable outcome, the owner/designated agent shall be liable to the local enforcement agency for the costs of the administrative hearing and appeal, not to exceed five thousand dollars ($5,000).

VIII. Are there other options for tenants? (HSC § 17975.7)

a. Tenant relocation assistance remedies are cumulative in addition to any other remedies available under federal, state or local law.

SAMPLE

ADMINISTRATIVE REPORT

File #: 26-482 Meeting Date: 6/15/2026

Report Prepared by: Janet German, Management Analyst, Fire Department

SUBJECT: Adoption of a Resolution Authorizing the City Manager to Submit a Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2025 Assistance to Firefighters Grant (AFG) with an Estimated Total Project Cost of $500,000 to Implement a Comprehensive, Department-Wide Hazardous Materials Training Program with a City Match of 10% ($45,454.55) of the Grant Funds

REPORT IN BRIEF

Considers adopting a Resolution 2026-33 authorizing the submittal of a Federal Emergency Management Agency (FEMA) for a FEMA Assistance to Firefighter Grant (AFG) with an estimated total project cost of $500,000 to prepare firefighters for the unique challenges posed by new energy sources and evolving transportations risks. A local match of 10% ($45,454.55) of the grant funds is required.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2026-33**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager to Ratify the Submission of a Grant Application with the Federal Emergency Management Agency (FEMA) for a FEMA Assistance to Firefighter Grant (AFG).

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve with modifications; or,
3. Deny.

AUTHORITY

Charter of the City of Merced, Section 200
Charter of the City of Merced, Article IV, Section 405

CITY COUNCIL PRIORITIES

Public safety as provided by the City Council goals and priorities.

DISCUSSION

The Merced Fire Department (MFD) is preparing an application for grant funding to fund specialized hazardous material training to meet minimum training standards established for State (Regional) Hazardous Material (HazMat) Teams as well as enhance response capabilities. This will help ensure the MFD has adequate equipment and training to meet the minimum capabilities to meet State and

Federal standards. The grant project will enhance staff readiness, effectiveness, safety, and wellness. The grant application period opened on May 19, 2026, at 9 a.m. ET and closes on June 22, 2026, at 5 p.m. ET. Grant awards will be announced from August 31, 2026, through September 30, 2026. The performance period is variable, but generally between 12-36 months.

Our proposed project focuses on securing federal funding to implement a comprehensive, department-wide Hazardous Materials Training Program.

Currently, our department faces critical gaps in advanced HazMat response, leaving the community vulnerable to transportation and industrial chemical incidents. Securing this grant will allow us to transition from a defensive, awareness-only posture to an offensive, technician-level operational capability without placing a heavy financial burden on our local operating budget.

The department has a proven history of successfully obtaining and administering Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) funding. Previous AFG awards have been used to acquire self-contained breathing apparatus (SCBA) and related safety equipment, as well as to provide critical training opportunities for personnel. These investments have enhanced responder safety, strengthened operational readiness, and improved the department's ability to deliver effective emergency medical and fire response services. The department has demonstrated its ability to responsibly manage federal grant funds and comply with all grant reporting and administrative requirements.

IMPACT ON CITY RESOURCES

No appropriation of funds is required at this time. Should the grant be awarded, the fire department will return to Council to formally accept the grant and amend the budget for the City's local match of 10%, amounting to approximately $45,454.55. Grant acceptance would be contingent upon Council's approval. If grant funding is awarded, a supplemental appropriation of 10% of the project cost ($500,000) will be needed from the unappropriated General Fund, Measure C, or Measure Y fund balance for use as the City of Merced's local match as required by the grant's terms and conditions. Additionally, the use of pooled cash to cover the initial outlays of the grant would be required until grant funds are reimbursed.

ATTACHMENTS

1. Resolution 2026-33

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF A GRANT APPLICATION WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR A FEMA ASSISTANCE TO FIREFIGHTER GRANT (AFG)

WHEREAS, the Federal Emergency Management Agency (FEMA) is accepting applications for the Assistance to Firefighter Grant (AFG);

WHEREAS, this program is available to fire departments, nonaffiliated Emergency Medical Service (EMS) organizations, and State Fire Training Academies (SFTA's);

WHEREAS, the primary goal of the Assistance to Firefighter Grant Program is to meet the firefighting and emergency response needs of fire departments; nonaffiliated EMS organizations, and SFTA's;

WHEREAS, this grant program requires a cost share;

WHEREAS, the City of Merced is eligible to apply for this grant program;

WHEREAS, the City of Merced carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community;

WHEREAS, the Merced Fire Department will use funds, if awarded, to provide critical training and/or equipment; and,

WHEREAS, should the project be funded, the Merced Fire Department will return to City Council for approval of the grant agreements and acceptance of the terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Merced formally approves, the submission of the AFG application for the Assistance to Firefighter Grant Program.

BE IT FURTHER RESOLVED that the City Manager or designee are hereby authorized to sign the grant agreement on behalf of the City of Merced.

PASSED AND ADOPTED by the City Council for the City of Merced at a regular meeting held on the ___ day of _____ 2026 by the following called vote:

AYES: Council Members

NOES: Council Members:

ABSENT: Council Members

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6/2/2026
City Attorney Date

X:\Resolutions\2026\Fire\FEMA AFG RESOLUTION NO.docx

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-506 Meeting Date: 6/15/2026

Report Prepared by: Valeria Renteria, Senior Planner, Development Services Department and Ronda Lucas, Esq., Chief Deputy City Attorney, City Attorney's Office

SUBJECT: Public Hearing - Site Plan Review Permit #26-0018, Minor Use Permit #26-0030 and Environmental Review #26-0050 Initiated on Behalf of Yosemite 1380 LLC, Property Owner. The Project Site is a 3.19-Acre Portion of a 5.7-acre Parcel. The Subject Site is Generally Located on the South Side of East Yosemite Avenue Approximately 460 feet West of Parsons Avenue (1380 E. Yosemite Avenue). The Site Plan Review Permit Would Allow the Development of a Self-Storage Facility (Approximately 500 Storage Units). The Minor Use Permit would be for Interface Review to Allow Commercial Development Adjacent to or Across from a Low-Density Residential Zone at a Site Zoned Planned Development #20 (P-D #20) and Designated Business Park in the General Plan

REPORT IN BRIEF

Request for City Council to consider and approve Site Plan Review Permit #26-0018 Minor Use Permit #26-0030 and Environmental Review #26-005. The subject site is approximately 3.19 acres of a 5.7-acre parcel located at 1380 E. Yosemite Avenue. The applicant is requesting to develop a self-storage facility, which is allowed per the Merced City Zoning Ordinance with approval of a Site Plan Review Permit.

RECOMMENDATION

For Project Approval: Staff recommends City Council adoption of a resolution granting Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050.

City Council - Adopt a motion:

A. Adopt **Resolution 2026-38**, A Resolution of the City Council of the City of Merced, California, Approving Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050 for a Project Approximately 3.19 Acres in Size Located on the Southwest Corner of East Yosemite Avenue and Parsons Avenue for the Construction of a Self-Storage Facility.

For Project Denial:

City Council - Adopt a motion:

A. Adopting a motion denying Site Plan Review Permit #26-0018, Minor Use Permit #26-0030 and Environmental Review #26-0050.

ALTERNATIVES

1. Approve, as directed by the City Council; or,
2. Approve subject to modifications as conditioned by City Council; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Merced Charter Section 200 and Merced City Council Resolution No. 2025-70.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Subject Site Background

The subject site (approximately 8.05 acres) was annexed into the City in 1980, as part of the Southwest Yosemite and Parsons Annexation (Annexation No. 137) and has a General Plan land use designation of Business Park (BP) and a Zoning classification of Planned Development (P-D) #20. This annexation incorporated approximately 121.24 acres of land into the City limits. The subject site was designated for Commercial Office (CO), and the site has remained vacant for several decades. On December 1, 2025, the City Council changed the permissible land use to include "Self-Storage" by adopting Ordinance Number 2585. (Attachment 1). On December 15, 2025, the City Council granted Applicant's General Plan Amendment resulting in the current General Plan designation of Business Park via Resolution Number 2025-70. (Attachment 2).

Procedural Background

On March 19th, 2025, a proposed project consisting of a General Plan Amendment #24-02, Site Utilization Plan Revision #3 to Planned Development #20, Vesting Tentative Subdivision Map #1332, Site Plan #551 and a Minor Use Permit #24-13 was brought before the Planning Commission which resulted in the Planning Commission continuing the item to the April 9th, 2025 Planning Commission meeting. After multiple duly noticed public hearings at both the Planning Commission and the City Council as well as public meetings between the applicant and interested community members, and appeals to the City Council, on November 17, 2025, the City Council held a *de novo* review pursuant to a duly noticed public hearing to consider Appeal #25-0004 regarding the Planning Commission's denial of General Plan Amendment (GPA) #24-02, Site Utilization Plan Revision #3 to Planned Development #20, Site Plan Review Permit #551, and Minor Use Permit #24-13. The City Council voted to grant the appeal related to the denial of GPA #24-02 and Site Utilization Plan Revision #3 to Planned Development #20. Following deliberation, the City Council voted to grant the appeal related to the denial of GPA #24-02 and Site Utilization Plan Revision #3 to Planned Development #20, which resulted in the General Plan and Land Use designations for this subject site discussed under the "Subject Site Background" section above.

The City Council denied, without prejudice, the appeal as it related to Site Plan Review Permit #551 and Minor Use Permit #24-13, thereby denying these permits and directed staff and the applicant to reevaluate certain design elements of the proposed storage facility. This action allowed the applicant an opportunity to modify the proposal and return with revisions that better address the issues identified by the City Council related to landscaping and potential heat sink concerns.

The applicant heeded City Council's direction and request and submitted Site Plan Review Permit #26-0018 and Minor Use Permit #26-0030 along with a "Heat Sink" analysis and updated landscaping plans as part of their application on January 19, 2026. Staff has reviewed the materials and recommends City Council adoption of a resolution granting Site Plan Review Permit #26-0018 and Minor Use Permit #26-0030.

Self-storage facilities are allowed, and the Site Plan Review Permit and Minor Use Permit allow the City Council to focus its review on landscaping in and around the proposed self-storage business, including potential heat sink concerns. With the findings and conditions being proposed by Staff for both Site Plan Review Permit #26-0018 and Minor Use Permit #26-0030, the proposed self-storage facility is consistent with the underlying zoning and land use classifications as well as the City's current General Plan.

On May 18, 2026, the City Council was unable to hold a duly notice public hearing to consider Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050 due to a lack of a quorum.

Public hearing notices were mailed to 78 property owners within 300 feet of the project site 10 days prior to the June 15, 2026, City Council meeting and published in the Merced County Times. Public Comments received throughout the review process can be found at Attachment 9.

Project Description

On January 19, 2026, the applicant submitted new Site Plan and Minor Use Permits which included a Heat Sink Analysis and a landscaping component as requested by City Council Resolution 2025-07 Sections 7 and 8.

The Project site consists of an undeveloped parcel that is approximately 5.7 acres located at 1380 Yosemite Avenue (APN: 006-050-068) (Attachment 3). The subject site has a General Plan designation of Business Park (BP) and a Zoning classification Planned Development(P-D) #20. The subject site is surrounded by a variety of uses which include residential to the east, south, and west, a religious institution to the north and University Surgery Center adjacent northeast of the project site.

The applicant is requesting to develop a 500-unit Self Storage facility on approximately 3.19 acres of the 5.7-acre parcel. Self-Storage facilities are allowed per the Merced City Zoning Ordinance with approval of a Site Plan Review Permit. The Minor Use Permit would be for interface review to allow commercial development adjacent to or across from a Low Density Residential (R-1-6) Zone.

The storage facility is similar in size to other existing storage facilities in the community such as Simply Space Self Storage, Central Self Storage, Cal Storage, etc. These storage facilities are

surrounded by residential zones. In 2023, the City Council approved a similar project for the applicant for a combination self-storage facility, and long-term boat and recreational vehicle parking at 1965 W. Olive Avenue which is currently under construction.

Site Design

The storage facility would be composed of five storage buildings; the office would be attached into one of those storage buildings. The applicant has provided a site plan, floor plans, and elevations for this proposal (Attachment 4).

The storage spaces would range in dimensions between 5 feet by 5 feet, and 10 feet by 25 feet. The storage buildings would have a metal finish. The back of the storage units along the eastern, southern and western property lines would consist of a 12 to 14-foot-tall block wall. The northern property line would be secured with a wrought iron perimeter fence.

As part of this application, the applicant has provided a landscape plan (Attachment 5) and a “Heat Sink” analysis (Attachment 6). The Heat Sink Analysis concludes that the proposed self-storage facility’s roofing would be constructed with the appropriate slope and material as required per 2022 California Green Building Standards Code Title 24, Part 11. The Landscape plan includes landscaping through the west, north and east perimeter of the site that would serve as an enhanced natural barrier from the surrounding uses.

Elevations

The frontage of the proposed self-storage facility would be along E. Yosemite Avenue. The office would be the most visible structure to the public located along E. Yosemite Avenue. The exterior of the office would consist of walls with stucco finish, stone veneer accents, and storefront windows.

Environmental Review

Planning staff conducted an environmental review of the project in accordance with the requirements of the California Environmental Quality Act (CEQA) and concluded that Environmental Review #26-0050 results in a Categorical Exemption as the proposal has already been analyzed as part of the adopted Environmental Review #24-25. A copy of the Categorical Exemption can be found at Attachment 7.

City Council Action

To approve the Site Plan #26-0018 and Minor Use Permit #26-0030, the Council may adopt the Resolution at Attachment 8.

To deny the project the Council may adopt a motion denying Site Plan #26-0018 and Minor Use Permit #26-0030.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed. This property will be required to be part of the City’s Community

Facilities District (CFD) for Services and would pay all applicable Public Facilities Impact Fees.

ATTACHMENTS

1. Merced City Council Ordinance Number 2585
2. Merced City Council Resolution Number 2025-70
3. Location Map
4. Site Plan and Elevations - Self-Storage
5. Landscape Plan
6. Heat Sink Analysis
7. Office of City Attorney Letter
8. Environmental Review - Categorical Exemption
9. Draft City Council Resolution #2026-41 (Approving)
10. Public Comments
11. Presentation

ORDINANCE NO. 2585

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, CHANGING THE LAND USE DESIGNATION FOR 3.19 ACRES FROM "COMMERCIAL OFFICE" TO "SELF STORAGE"AT 1380 E. YOSEMITE AVENUE AND FOR 4.86 ACRES FROM "COMMERCIAL OFFICE" TO "RESIDENTIAL" AT 3595 PARSONS AVENUE, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF E. YOSEMITE AVENUE AND PARSONS AVENUE

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. The property described in Exhibit A and shown on the map at Exhibit B, attached hereto, and by reference made a part of this Ordinance, is hereby re-designated Site Utilization Plan Revision #3 to Planed Development #20 from "Commercial Office" to "Self Storage" for 3.19 acres and from "Commercial Office" to "Residential" for 4.86 acres as shown on Exhibit B.

SECTION 2. CHANGE OF MAP. The Director of Development Services is hereby directed to make the appropriate markings on the Site Utilization Plan Revision #3 to Plan Development #20 in conformance with this Ordinance and the provisions of Title 20 of the Merced Municipal Code.

SECTION 3. STANDARDS. Pursuant to Merced Municipal Code Section 20.20.020 (M)(5) – Development Standards, the re-designated property shall be subject to the Development Standards found at Exhibit C attached hereto and incorporated herein by this reference.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 5. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this

Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the 17th day of November, 2025, and was passed and adopted at a regular meeting of said City Council held on the 1st day of December, 2025, by the following called vote:

AYES: 4 Council Members: BOYLE, HARRIS, SERRATTO, SMITH

NOES: 1 Council Members: XIONG

ABSTAIN: 1 Council Members: DUPONT

ABSENT: 0 Council Members: NONE

APPROVED:
MATTHEW SERRATTO, MAYOR

Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk



(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

_____ 11/10/2025
City Attorney Date

NOTICE OF POTENTIAL INTRODUCTION OF ORDINANCE

CITY OF MERCED

NOTICE IS HEREBY GIVEN that on _____ __, 2025, the City Council of the City of Merced is scheduled to consider the introduction of an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING SITE UTILIZATION PLAN REVISION #3 TO PLANNED DEVELOPMENT #20 CHANGING THE LAND USE DESIGNATION FROM COMMERCIAL OFFICE TO SELF STORAGE FOR 3.19 ACRES AND TO RESIDENTIAL FOR THE REMAINING 4.86 ACRES FOR AN APPROXIMATE 8.05 ACRE-PARCEL GENERALY LOCATED ON THE SOUTHWEST CORNER OF EAST YOSEMITE AVENUE AND PARSONS AVENUE.

at its regular meeting to be held at 6:00 pm in the City Council Chambers at 678 West 18th Street, Merced, California. The public is invited to provide any oral or written comments regarding this proposed Ordinance.

If adopted, this Ordinance would change the land use designation from "Commercial Office" to "Self Storage" for 3.19 acres and "Residential" for 4.86 acers of land generally located on the southwest corner of Yosemite Avenue and Parsons Avenue.

A copy of the full text of the proposed Ordinance is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

_____

ASSISTANT CITY CLERK

PUBLISH:

PUBLIC NOTICE OF ADOPTION OF ORDINANCE

CITY OF MERCED

ORDINANCE NO. _____

NOTICE IS HEREBY GIVEN that on _____ __, 2025, the City Council of the City of Merced adopted Ordinance No. _____, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING SITE UTILIZATION PLAN REVISION #3 TO PLANNED DEVELOPMENT #20 CHANGING THE LAND USE DESIGNATION FROM COMMERCIAL OFFICE TO SELF STORAGE FOR 3.19 ACRES AND TO RESIDENTIAL FOR THE REMAINING 4.86 ACRES FOR AN APPROXIMATE 8.05 ACRE-PARCEL GENERALY LOCATED ON THE SOUTHWEST CORNER OF EAST YOSEMITE AVENUE AND PARSONS AVENUE.

Ordinance No. _____ changes the land use designation from "Commercial Office" to "Self Storage" for 3.19 acres and "Residential" for 4.86 acres of land generally located on the southwest corner Yosemite Avenue and Parsons Avenue.

Ordinance No._____ was adopted by the following roll call vote of the City Council:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

A copy of the full text of Ordinance No. _____ is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

_____
ASSISTANT CITY CLERK

PUBLISH:

LEGAL DESCRIPTION

Real property in the City of Merced, County of Merced, State of California, described as follows:

PARCEL 2, AS SHOWN ON "PARCEL MAP FOR WAINWRIGHT TRUSTS", RECORDED JANUARY 26, 2001 IN VOLUME 87 OF PARCEL MAPS, PAGES 45 AND 46 AND BEING A DIVISION OF REMAINDERS A AND B AS SHOWN ON "OAKMONT VILLAGE UNIT NO. 5", RECORDED IN VOLUME 46 OF OFFICIAL PLATS AT PAGES 37 THROUGH 39, MERCED COUNTY RECORDS.

EXCEPTING THEREFROM,

BEING A PORTION OF PARCEL 2 AS SHOWN ON "PARCEL MAP FOR WAINWRIGHT TRUSTS", RECORDED IN VOLUME 87 OF PARCEL MAPS, AT PAGES 45 AND 46, MERCED COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE S. 00 DEG. 52'42" W. 10.00 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S. 89 DEG. 56'07" W. 155.37 FEET, THENCE N. 77 DEG. 48'29" W. 47.11 FEET TO THE NORTH LINE OF SAID PARCEL 2, THENCE N. 89 DEG. 56'07" E. 201.56 FEET ALONG SAID NORTH LINE TO POINT OF BEGINNING, AS GRANTED TO THE CITY OF MERCED, A MUNICIPAL CORPORATION BY DEED RECORDED AUGUST 22, 2001 IN VOLUME 4251 OFFICIAL RECORDS, PAGE 317, MERCED COUNTY.

APN: 006-050-068-000

EXHIBIT A

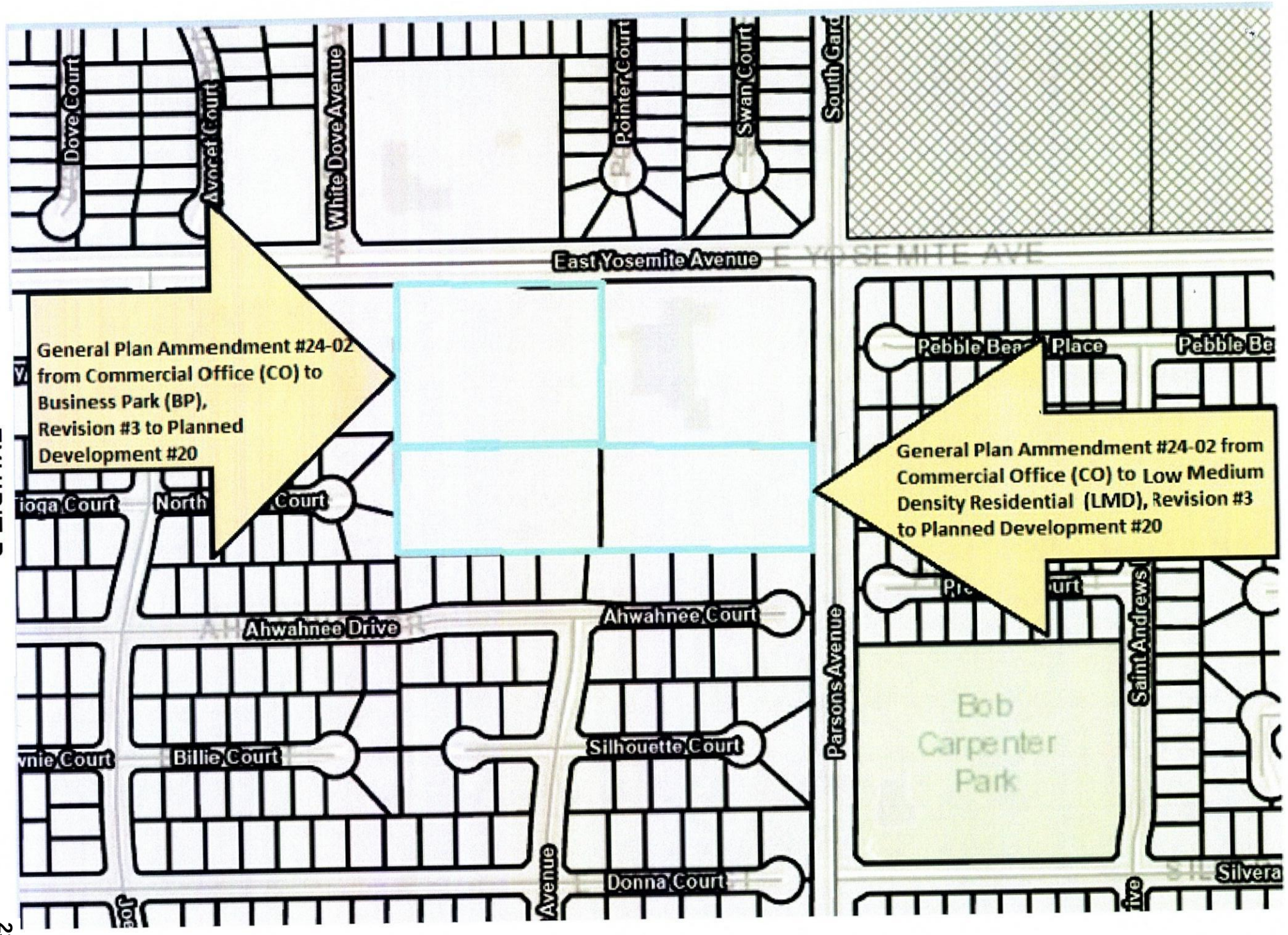

General Plan Ammendment #24-02 from Commercial Office (CO) to Business Park (BP), Revision #3 to Planned Development #20
General Plan Ammendment #24-02 from Commercial Office (CO) to Low Medium Density Residential (LMD), Revision #3 to Planned Development #20
East Yosemite Avenue
Dove Court
Avocet Court
White Dove Avenue
Pointer Court
Swan Court
Pebble Beach Place
Pebble Be
Ahwahnee Drive
Ahwahnee Court
Billie Court
Silhouette Court
Donna Court
Parsons Avenue
Saint Andrews
Bob Carpenter Park
Silvera

EXHIBIT B

DEVELOPMENT STANDARDS
Yosemite Ave. x Parsons Ave
Self-Storage & Residential Subdivision

The following information contains Development Standards for the E Yosemite Avenue x Parsons Ave self-storage facily and residential subdivision at 1380 E Yosemite Ave and 3595 Parsons Ave through the Revision #3 of Planned Development (P-D) #20

DEVELOPMENT STANDARDS FOR E YOSEMITE AVENUE X PARSONS AVENUE SELF-STORAGE

	P-D #20
Exterior yard/front setbacks for all primary and secondary structures	**10 Feet**
Interior yard/side and rear setbacks for all primary and secondary structures (from east, west, and south property lines)	**Zero-Lot Line**

DEVELOPMENT STANDARDS FOR E YOSEMITE AVENUE X PARSONS AVENUE RESIDENTIAL SUBDIVISION LOTS 1-15

	P-D #20
Exterior yard/front setbacks for all primary and secondary structures	**10 feet**
Interior yard/side setbacks for all primary and secondary structures	**4 feet**
Rear Setbacks	**15 feet**
Fence height (Side Yard)	**6 feet**

Lots 1-15 to be all single story

EXHIBIT C

Development Standards for E Yosemite Avenue x Parsons Avenue Residential Subdivision lots 16-28	
	P-D #20
Exterior yard/front setbacks for all primary and secondary structures	**10 Feet**
Interior yard/side setbacks for all primary and secondary structures	**4 feet**
Rear Setbacks	**15 feet**
Fence Height (Side Yard)	**6 feet**

Lots 15-28 to be a mixture of single and two story with a maximum height of 32 feet.

PROOF OF PUBLICATION
(2015.5 C.C.P.)
Proof of Publication of

STATE OF CALIFORNIA}
}ss
COUNTY OF MERCED}

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitles matter. I am the printer foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Winton, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit

Legal # 17198

PUBLIC NOTICE

PUBLICATION DATES: 12-4-2025

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Kelly Thomas

Dated this: 4th of December 2025

This space is for the County Clerk's Filing Stamp

LEGAL # 17198
PUBLIC NOTICE OF ADOPTION OF ORDINANCE
CITY OF MERCED
ORDINANCE NO. 2585

NOTICE IS HEREBY GIVEN that on December 1, 2025, the City Council of the City of Merced adopted Ordinance No. 2585, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, CHANGING THE LAND USE DESIGNATION FOR 3.19 ACRES FROM "COMMERCIAL OFFICE" TO "SELF-STORAGE" AT 1380 E. YOSEMITE AVENUE AND FOR 4.86 ACRES FROM "COMMERICAL OFFICE" TO "RESIDENTIAL" AT 3595 PARSON AVENUE, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF E. YOSEMTIE AVENUE AND PARSONS AVENUE

Ordinance No. 2585 hereby re-designated Site Utilization Plan Revision #3 to Planed Development #20 from "Commercial Office" to "Self Storage" for 3.19 acres and from "Commercial Office" to "Residential" for 4.86 acres.

Ordinance No. 2585 was adopted by the following roll call vote of the City Council:

AYES: 4 Council Members: BOYLE, HARRIS, SMITH, SERRATTO
NOES: 1 Council Members: XIONG
RECUSED: 1 Council Members: DUPONT
ABSENT: 0 Council Members:

A copy of the full text of Ordinance No. 2585 is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.gov.

JENNIFER PARSLEY
ASSISTANT CITY CLERK
PUBLICATION DATE: 12-4-2025

RESOLUTION NO. 2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AFFIRMING IN PART, WITHOUT PREJUDICE, APPEAL #25-0004 BY ERIC GONSALVES ON BEHALF OF YOSEMITE 1380, LLC OF THE PLANNING COMMISSION'S RECOMMENDATION OF DENIAL OF GENERAL PLAN AMENDMENT #24-02 AND SITE UTILIZATION PLAN REVISION #3 TO PLANNED DEVELOPMENT #20; DENIAL OF SITE PLAN REVIEW PERMIT #551 AND MINOR USE PERMIT #24-13; AND APPROVAL OF LEGISLATIVE ACTION AGREEMENT

WHEREAS, on July 30, 2024 ,Yosemite 1380 LLC, applied for a General Plan Amendment #24-02, Site Utilization Plan Revision #3 to Planned Development (P-D) #20, Vesting Tentative Subdivision Map #1332 , Site Plan Review Permit #551, Minor Use Permit #24-13, and Environmental Review #24-25; and

WHEREAS, the subject site is generally located on the southwest corner of East Yosemite Avenue and Parsons Avenue, particularly described in Exhibit "A" and shown on the map at Exhibit "B", both of which are attached hereto and incorporated herein by reference. The subject site is also known as Merced's County Assessor's parcel Number (APN) 006-050-068 and 006-050-072; and

WHEREAS, the General Plan Amendment #24-02 would change the General Plan land use designation from Commercial Office (CO) to Business Park (BP) for 3.19 acres and from Commercial Office (CO) to Low-Medium Density Residential (LMD) residential for the remaining 4.86 acres; and

WHEREAS, the Site Utilization Plan Revision #3 to Planned Development #20, which would change the land use designation from "Commercial Office" to "Self Storage" for 3.19 acres and "Residential for 4.86 acres. The City Council adopted this aspect of the appeal by Ordinance No. 2585, pursuant to Merced Municipal Code Section 20.80.050(B); and

WHEREAS, the Minor Use Permit is for interface review to allow commercial development adjacent to Low Density Residential (R-1-6) Zone. The Site Plan Review Permit is to allow the development of a self-storage facility with approximately 500 storage units; and

WHEREAS, the Vesting Tentative Subdivision Map aspect of this project is to divide the self-storage from the residential lots and create 28, single-family, residential lots on the subject site; and,

WHEREAS, 1380 Yosemite, LLC completed Environmental Review #24-25 (Negative Declaration) for this project; and,

WHEREAS, the Planning Commission of the City of Merced held a duly noticed public hearing on March 19, 2025, to consider the proposed General Plan Amendment #24-02, Site Utilization Plan Revision #3 to Planned Development (P-D) #20, Vesting Tentative Subdivision Map #1332 , Site Plan Review Permit #551, Minor Use Permit #24-13, and Environmental Review #24-25; and

WHEREAS, at the conclusion of the March 19, 2025, public hearing, the Planning Commission voted to approve a continuance to April 9, 2025; and

WHEREAS, at the duly noticed April 9, 2025, public hearing, the Planning Commission adopted a motion recommending denial of General Plan Amendment #24-02 and Site Utilization Plan Revision #3 to Planned Development # 20 to the City Council; and

WHEREAS, at the duly noticed April 9, 2025 public hearing, the Planning Commission adopted a motion denying Environmental Review #24-25, Vesting Tentative Subdivision Map #1332, Site Plan Review Permit #551 and Minor Use Permit #24-13; and

WHEREAS, on April 10, 2025, the applicant filed an appeal of the Planning Commission's recommendation of denial and denial to the City Council; and

WHEREAS, on May 7, 2025, the Planning Commission adopted Resolution # 4152, recommending the City Council deny the proposed General Plan Amendment #24-02, Site Utilization Plan Revision #3 to Planned Development #20, and Environmental Review #24-25 (Negative Declaration); and

WHEREAS, on July 7, 2025, the City Council held a duly noticed public hearing to consider applicant's appeal of the Planning Commission's recommendation of denial to City Council of the proposed General Plan Amendment #24-02, Site Utilization Plan Revision #3 to Planned Development # 20 and the Planning Commission's denial of Environmental Review #24-25 (Negative Declaration), Vesting Tentative Subdivision Map #1332, Site Plan Review Permit #551 and Minor Use Permit #24-13. At the conclusion of the public hearing City Council motioned for Planning Commission's reconsideration of this project pursuant to Merced Municipal Code Section 20.74.030(F)(1)(c); and

WHEREAS, on September 17, 2025, the Planning Commission held a duly noticed hearing to determine if the Planning Commission would approve the proposed General Plan Amendment #24-02, Site Utilization Plan Revision #3 to Planned Development (P-D) #20, Site Plan Review Permit #551, Vesting Tentative Subdivision Map #1332, Minor Use Permit #24-13,and Environmental Review #24-25; and

WHEREAS, at the conclusion of this public hearing, the Planning Commission adopted a motion recommending denial of General Plan Amendment #24-02 and Site Utilization Plan Revision #3 to Planned Development # 20 to the City Council; and

WHEREAS, at the conclusion of this public hearing, the Planning Commission approved Environmental Review #24-25 and Vesting Tentative Subdivision Map #1332; and

WHEREAS, at the conclusion of this public hearing, the Planning Commission denied Site Plan Review Permit #551 and Minor Use Permit #24-13; and

WHEREAS, the City notified applicant of the Final Action of the Planning Commission by letter dated September 24, 2025; and

WHEREAS, on September 25, 2025, the applicant appealed the Planning Commission's Recommendation of Denial of General Plan Amendment #24-02 and Site Utilization Plan Revision #3 to Planned Development #20 and denial of Site Plan Review Permit #551 and Minor Use permit #24-13; and

WHEREAS, on November 17, 2025, the City Council held a *de novo* review pursuant to a duly noticed public hearing, at which time all those interested in the matter were provided the opportunity to speak or to provide written or oral testimony regarding the application and appeal. At the conclusion of the hearing, the City Council directed City staff to address specific elements of the self-storage business portion of the project, including landscaping in and around the self-storage business and to address potential "heat sink" concerns of the proposed self-storage buildings, with particular focus on utilizing roofing and building materials that meet or exceed the standards set forth in the California Green Building Standards Code incorporated by Merced Municipal Code section 107.07.010.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Merced affirms the Planning Commission of the City of Merced's adoption of Environmental Review #24-25, pursuant to the provisions of the California Environmental Quality Act and the approval of Vesting Tentative Map #1332. These adoptions and approvals remain in effect and are unaltered.

SECTION 2. CONSIDERATION. That the City Council has considered all the evidence submitted into the administrative record, including but not limited to:

A. A location map of the proposed premises near the southwest corner of East Yosemite Avenue and Parsons Avenue

B. An aerial map of the proposed premises

C. Proposed site plan

D. Proposed floor plans

E. Proposed elevations

F. All Planning Commission Resolutions

G. The applicant's Appeal #25-0004 of Planning Commission Resolution #4170 recommending denial of General Plan Amendment #24-02 and

Site Utilization Plan Revision #3 to Planned Development (P-D) #20, and Planning Commission Resolution #4171 denial of Site Plan Review Permit #551 and Minor Use Permit #24-13.

H. Environmental Review #24-25 (Negative Declaration)

I. Administrative Report #25-997 for November 17, 2025, City Council meeting, and attachments thereto

J. Staff Presentation

SECTION 3. FINDINGS. That in view of all of the record evidence including, but not limited to, the administrative reports and attachments thereto, presentations, comments, written and oral testimony, the actions and decisions of the Planning Commission and other information and evidence presented during this Public Hearing, the City Council, having conducted a *de novo* review, exercising its independent judgment and making its own decision finds, in its discretion that the proposed project meets all applicable provisions of the Merced Municipal Code with respect to the General Plan Amendment, zoning changes, vesting tentative subdivision map, and environmental review.

SECTION 4. DETERMINATION. That the City Council determines that the evidence in the record constitutes substantial evidence to support the actions taken and the findings made in this Resolution. The City Council further determines that the facts stated in this Resolution are supported by substantial evidence in the record including, but not limited to, the administrative reports and attachments thereto, presentations, comments, written and oral testimony, the actions and decisions of the Planning Commission and other information and evidence presented during this Public Hearing. There is no substantial evidence, nor other facts, that detract from the findings made in this Resolution and the City Council expressly declares it considered all evidence presented and reached these findings after due consideration of all evidence presented to it.

SECTION 5. APPEAL. That the City Council hereby affirms in part, without prejudice, the applicant's appeal based upon the findings set forth above and the individual actions more particularly described herein. In affirming in part, without prejudice, this Appeal, the City Council expressed its intent to concurrently introduce Ordinance No. 2585, An Ordinance of the City Council of the City of Merced, California, Changing the Land Use Designation for 3.19 acres From "Commercial Office" to "Self Storage" at 1380 E. Yosemite Avenue, and for

4.86 acres from "Commercial Office" to "Residential at 3595 Parsons Avenue, generally located at the Southwest corner of E. Yosemite Avenue and Parsons Avenue. The location is more generally described at Exhibit "A" and depicted in Exhibit "B." The second reading of Ordinance No. 2585 and its approval occurred at the December 1, 2025 City Council meeting. These actions are consistent with this Resolution but must be undertaken via Ordinance in accordance with Merced Municipal Code Section 20.80.050.

SECTION 6. GENERAL PLAN AMENDMENT. That the City Council hereby approves General Plan Amendment #24-02 based upon the findings set forth above and Conditions of Approval set forth in Exhibit "C," incorporated herein by this reference and attached at Exhibit "C" and the Findings and Considerations set forth in Exhibit "D," incorporated herein by this reference and attached at Exhibit "D." The General Plan of the City of Merced is hereby amended by approving General Plan Amendment #24-02, which changes the General Plan designation for approximately 8.05 acres of land generally located on the southwest corner of East Yosemite Avenue and Parsons Avenue, from Commercial Office (CO) to Business Park (BP) for 3.19 of the 8.05 acres and from Commercial Office (CO) to Low Medium Density Residential (LMD) for the remaining 4.86 acres as shown on Exhibit "B".

SECTION 7. SITE PLAN REVIEW PERMIT. That the City Council hereby denies, without prejudice, the Site Plan Review Permit # 551 based upon the findings set forth above and Planning Commission Resolution No. 4171, incorporated herein by this reference and attached at Exhibit "E," with a request to staff and the developer to reconsider some of the elements of the self-storage business concerning landscaping and potential heat sink concerns.

SECTION 8. MINOR USE PERMIT. That the City Council hereby denies, without prejudice, the Minor Use Permit #24-13 based upon the findings set forth above and Planning Commission Resolution No. 4171, attached at Exhibit "E," with a request to staff and the developer to reconsider some of the elements of the self-storage business concerning landscaping and potential heat sink concerns.

SECTION 9. APPROVAL OF LEGISLATIVE ACTION AGREEMENT. That the Legislative Action Agreement between the City of Merced and Yosemite 1380, LLC, pertaining to the approvals granted herein and the development of the property subject to these approvals, incorporated herein by this reference and attached at Exhibit "F," is hereby approved. The approvals granted herein are contingent upon the property owner executing and returning the

Legislative Action Agreement and the documents being recorded. The City Manager is hereby authorized to execute the Legislative Action Agreement on behalf of the City of Merced.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 15th day of December 2025, by the following vote:

AYES: 4 Council Members: BOYLE, HARRIS, SERRATTO, SMITH

NOES: 0 Council Members: NONE

ABSENT: 1 Council Members: XIONG

ABSTAIN: 2 Council Members: DUPONT, THAO

APPROVED:
MATTHEW SERRATTO, MAYOR

Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 12/4/2025
City Attorney Date

LEGAL DESCRIPTION

Real property in the City of Merced, County of Merced, State of California, described as follows:

PARCEL 2, AS SHOWN ON "PARCEL MAP FOR WAINWRIGHT TRUSTS", RECORDED JANUARY 26, 2001 IN VOLUME 87 OF PARCEL MAPS, PAGES 45 AND 46 AND BEING A DIVISION OF REMAINDERS A AND B AS SHOWN ON "OAKMONT VILLAGE UNIT NO. 5", RECORDED IN VOLUME 46 OF OFFICIAL PLATS AT PAGES 37 THROUGH 39, MERCED COUNTY RECORDS.

EXCEPTING THEREFROM,

BEING A PORTION OF PARCEL 2 AS SHOWN ON "PARCEL MAP FOR WAINWRIGHT TRUSTS", RECORDED IN VOLUME 87 OF PARCEL MAPS, AT PAGES 45 AND 46, MERCED COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE S. 00 DEG. 52'42" W. 10.00 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S. 89 DEG. 56'07" W. 155.37 FEET, THENCE N. 77 DEG. 48'29" W. 47.11 FEET TO THE NORTH LINE OF SAID PARCEL 2, THENCE N. 89 DEG. 56'07" E. 201.56 FEET ALONG SAID NORTH LINE TO POINT OF BEGINNING, AS GRANTED TO THE CITY OF MERCED, A MUNICIPAL CORPORATION BY DEED RECORDED AUGUST 22, 2001 IN VOLUME 4251 OFFICIAL RECORDS, PAGE 317, MERCED COUNTY.

APN: 006-050-068-000

EXHIBIT A

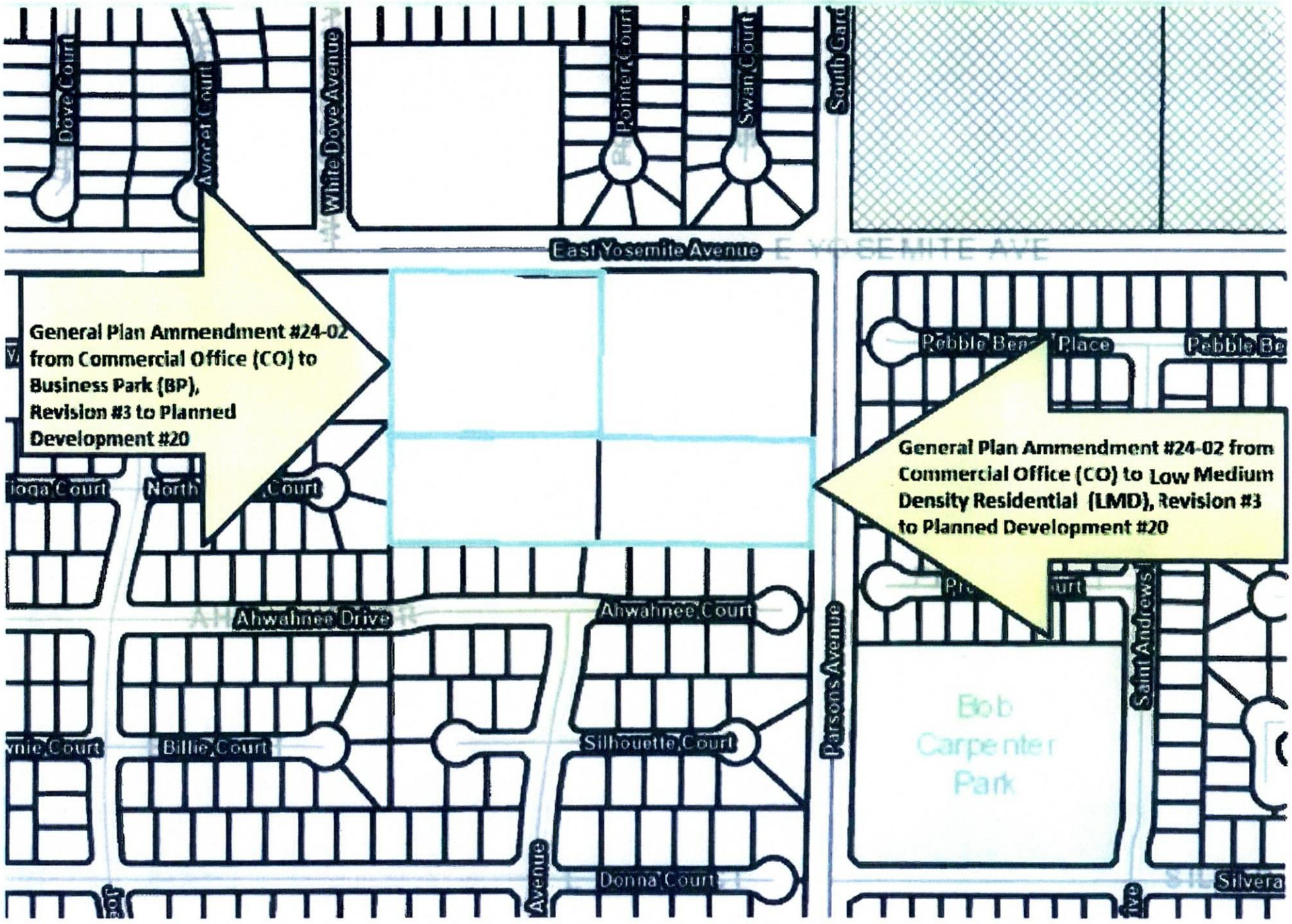

General Plan Ammendment #24-02 from Commercial Office (CO) to Business Park (BP), Revision #3 to Planned Development #20
General Plan Ammendment #24-02 from Commercial Office (CO) to Low Medium Density Residential (LMD), Revision #3 to Planned Development #20
East Yosemite Avenue
Dove Court
Avocet Court
White Dove Avenue
Pointer Court
Swan Court
South Gate
Ahwahnee Drive
Ahwahnee Court
Billie Court
Silhouette Court
Donna Court
Parsons Avenue
Saint Andrews
Bob Carpenter Park
Silvera

EXHIBIT B

Conditions of Approval
General Plan Amendment #24-02
Site Utilization Plan Revision #3 to Planned Development #20

1. The proposed General Plan Amendment and Site Utilization Plan Revision shall be as shown on the Proposed Land Use Map at Attachment 2 of Administrative Report #25-977.

2. Any project constructed on this site shall comply with all Design/Development Standards (Attachment 5 of Administrative Report #25-977) adopted by Revision #3 of Planned Development (P-D) #20.

3. In compliance with Merced Municipal Code Section 20.20.020 Q, all projects shall require a Site Plan Review Permit or Minor Use Permit at the discretion of the Director of Development Services to address conformance to the Design Standards approved with this Planned Development Establishment. This does not replace the requirement for any other approval for a specific use required by the Zoning Ordinance.

4. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant(s) entering into a written Legislative Action Agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes— whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and/or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

5. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as required by the City Engineering Department.

EXHIBIT C

6. The Project shall comply with all applicable conditions set forth in the resolutions for Annexation No. 137 (Southwest Yosemite and Parsons Annexation) previously approved for this site.

7. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

8. The developer/owner is required to finance the annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, streetlights, parks and open space, which may include a financing mechanism such as a Community Facilities District (CFD). Procedures for financing these services and on-going maintenance shall be before final map

9. approval or issuance of a certificate of occupancy for any building, whichever comes first. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

10. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City

Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

10. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

Findings and Considerations
General Plan Amendment #24-02
Site Utilization Plan Revision #3 to Planned Development (P-D) #20

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) If the General Plan Amendment is approved, the northern 3.02 acres of the proposed project would comply with the General Plan land use designation of Business Park (BP), which allows self-storage facilities with a Site Plan Review permit. The southern 4.85 acres of the subject site would comply with the General Plan Designation of Low Medium Density (LMD) residential which allows for residential subdivisions. The project would also comply with the Zoning classification of Planned Development (P-D) #20 with the change in land use designation from Commercial Office to Low Medium Density Residential and Self-Storage.

The proposed project, with conditions of approval, would help achieve the following General Plan land use policies:

Policy L-3.2: *Encourage Infill Development and a Compact Urban Form*

The proposed project would develop an approximate 8.05-acre site that has been vacant for decades. Developing this site addresses some maintenance issues associated with undeveloped parcels, such as overgrown weeds (fire hazard), vandalism, and loitering which could impact neighboring parcels. In addition, infill development is an efficient use of development that utilizes existing infrastructure within City limits as opposed to annexing land that requires expanding City infrastructure and services.

General Plan Amendment - Findings

B) Chapter 20.82 (General Plan Amendments) outlines procedures for considering General Plan Amendments, but does not require any specific findings to be made for approval. However, Planning practice would be to provide objective reasons for approval or denial. These findings can take whatever form deemed appropriate by the Planning Commission and City Council. Based on State law and case law, the following findings are recommended:

1. *The proposed amendment is deemed to be in the public interest.*

   The proposed amendment is deemed to be in the public interest because it will provide employment, and storage options so that

EXHIBIT D

residential properties are not overcrowded with personal items resulting in blight from items stored outside. The project also proposes housing which will help alleviate the housing needs in the community.

2. *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

   As shown under Finding A, the proposed development meets the General Plan Goals and Policies regarding promoting infill developments. The proposed project would comply with the General Plan designation of Business Park (BP) and Low Medium Density Residential (LMD) if the General Plan Amendment is approved.

3. *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

   The proposed project does not include any uses that would be detrimental to the public health, safety, and welfare of the City. Implementation of the conditions of approval and adherence to all applicable Building Codes, Fire Codes, and City Standards would prevent the project from having any detrimental effect on the health, safety, and welfare of the City as a whole.

4. *The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA).*

   The proposed General Plan Amendment has been processed in accordance with all applicable California Government Code sections. In addition, Planning staff has conducted an environmental review (#24-25) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Negative Declaration (see Attachment 9 of Administrative Report #25-977) has been recommended.

Zoning Code Compliance for Planned Development Establishments or Revision

C) Per Merced Municipal Code Section 20.20.20 (J) Planned Development (P-D) Zoning Districts, an application for Planned Development Establishment or Revision with an accompanying Preliminary Site Utilization Plan can only be approved if the following findings can be made.

1. *The proposed development is consistent with the goals, policies, and actions of the General Plan and any applicable specific plan and community plan.*

   The proposed Planned Development would change the land use designation for the approximately 8.05-acre subject site from Commercial Office (CO) to Self-Storage and Residential. This use would be consistent with the General Plan if General Plan Amendment #24-02 is approved. As described in Finding A above, the project would help achieve Land Use Policy L-3.2 by encourage in-fill development.

2. *The site for the proposed development is adequate in size and shape to accommodate proposed land uses.*

   The project site is approximately 8.05 acres, and would be used for 500 storage units and 28 residential lots. The storage facility is similar in size to other existing storage facilities in the community (Simply Space Self Storage, Central Self Storage, Cal Storage, etc.). The residential lots south of the self-storage facility would serve as a transition in between the self-storage and the single-family residences to the south of the project site. The project site is considered adequate in size and shape to accommodate the proposed land uses.

3. *The site for the proposed development has adequate access considering the limitations of existing and planned streets and highways.*

   The proposal would have adequate access to existing and planned streets and highways. The proposed development would have access to E. Yosemite Avenue and Parsons Avenue through driveways along the northern and eastern property line. The project proposes a new private road that would connect to Parsons Ave for the residential development. These internal streets would be constructed to Merced City Standards as required in Condition #17 of City Council Approval for Site Plan Review Permit #551 and Minor Use Permit #24-13 at Attachment 10 of Administrative Report #25-977).

4. *Adequate public services exist or will be provided to serve the proposed development.*

   City utilities such as water and sewer main lines as well as storm drain lines are directly available to the north at E. Yosemite Avenue and to the east at Parsons Avenue. These lines are adequate to serve the project.

5. *The proposed development will not have a substantial adverse effect on surrounding property, will be compatible with the existing and planned land use character of the surrounding area, and will enhance the desirability of the area and have a beneficial effect.*

   There may be some temporary impacts such as vibration, noise, and dust during construction, but as described under Finding F – Neighborhood Impact, the proposed development would not have a substantial adverse effect on surrounding property, will be compatible with the existing and character of the surrounding area, and will enhance the desirability of the area and have a beneficial effect.

6. *The proposed development carries out the intent of the Planned Development zoning district by providing a more efficient use of the land and an excellence of site design greater than that which could be achieved through the application of established zoning standards.*

   The proposed development provides efficient use of land optimizing the property by revising the existing Planned Development to allow for the self-storage and residential subdivision as infill development on the site. This is attainable through specific development standards proposed as part of the revision #3 to Planned Development (P-D) #20. These standards are provided at Attachment 5 of Administrative Report #25-977.

7. *Each individual unit of the proposed development, in each phase as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development.*

   The proposed development consists of a self-storage facility along the northern portion of the property. The southern portion of the subject site would have a residential subdivision. This self-storage facility and residential development are capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development.

8. *Any deviation from the standard ordinance requirements is warranted by the design and additional amenities incorporated in the development plan, which offer certain unusual redeeming features to compensate for any deviations that may be permitted.*

   As shown on Attachment 3 of Administrative Report #25-977, the proposal includes decorative block building walls along the western and eastern property lines that include a mixture of color finishes that go beyond a standard concrete masonry unit wall.

9. *The principles incorporated in the proposed development plan indicate certain unique or unusual features, which could not otherwise be achieved under the other zoning district.*

   The proposed use would allow development of the entire parcel. By allowing a deviation in the setback requirements, the proposed development is able to provide a fully developed self-storage facility including parking and use an attractive design and color palette for the buildings on the northern portion of the site. The southern portion of the site would also accommodate more residential units with a deviation in setback requirements. Without the deviation in the setback requirement, the development would not be able to provide sufficient storage spaces and number of residences to make the development feasible. This could lead to the site remaining empty and susceptible to blight.

   Revision #3 to Planned Development #20 would allow this development to deviate from the standard zoning requirements, allowing the project to move forward in a more streamlined approach. Planned Developments were specifically designed to allow such unique designs.

Planned Development Standards

D) Specific development standards are typically established within a Planned Development. The applicant could propose a standard City Zoning classification; however, by proposing a Planned Development, the developer has the opportunity to request unique development standards that deviate from the City's typical requirements. Through the Revision of a Planned Development, the developer has requested a number of development standards specific to this development as shown in Attachment 5 of Administrative Report #25-977.

Traffic/Circulation

E) The proposed development includes a self-storage facility with approximately 500 storage units, and a residential subdivision of 28 units located on an approximately 8.05-acre vacant parcel located at 1380 E Yosemite Avenue and 3595 Parsons Avenue. The project site fronts an arterial road to the north (E. Yosemite Avenue) and a collector road to the east (Parsons Avenue). Vehicle access would be available from a driveway along E. Yosemite Avenue and Parsons Avenue. The nearest major north-south road is G Street (arterial road) which is designed to carry large volumes of traffic traveling throughout the community. G Street provides access to Highway 99 that connects Merced with other regional communities throughout the State.

Vehicle Miles Traveled

The self-storage facility project is comprised of land uses estimated to generate 109 vehicle trips per day, and the residential portion is estimated to generate 264 vehicle trips per day, totaling of 373 vehicle trips per day. Based on the MCAG guidelines, projects that are low trip generators can be screened out of a quantitative VMT Analysis. Projects that are consistent with the Merced Vision 2030 General Plan have a low trip generator threshold of 1,000 average daily trips and projects that are not consistent with the Merced Vision 2030 General Plan have a low trip generator threshold of 500 average daily trips. This Project is not consistent with the Merced Vision 2030 General Plan but generates less than 500 daily trips. As a result, this Project is screened out from a quantitative VMT analysis and this Report serves as the required VMT Analysis for this Project.

Improvements

The development requires the construction of a street network connecting the residential subdivision to Parsons Ave. This street network would generally be built to Merced City Standards (Condition #17 of City Council approval of the appeal at Attachment 10 found at Administrative Report #25-977). This may require making minor modifications to the site plan that would need to be reviewed and approved by the Director of Development Services.

Neighborhood Impact

F) The subject site is surrounded by a variety of uses which include residential to the east, south, and west, a religious institution to the north across E Yosemite Avenue and University Surgery Center adjacent to the northeast. The subject site is designated Commercial Office (CO) as a land use designation that is compatible with the surrounding uses. Even though the applicant is proposing a General Plan designation of Business Park and Low Medium Density Residential, the proposed use of self-storage and residential subdivision is expected to produce less traffic than expected for a Commercial Office development and would not significantly alter the traffic patterns throughout the neighborhood.

The site is surrounded with residential uses to the west and south of the proposed project. The self-storage facility would consist of a 12 to 14-foot-tall block wall that would screen the self-storage facility from the adjacent residential uses and reduce noise and privacy concerns. To create additional compatibility with the surrounding sites to help reduce concerns regarding noise, lighting, and privacy, there are conditions requiring the parking lot lights and building lights be shielded so that lighting does not "spill-over" to adjacent parcels (Conditions #22 of City Council Approval of Appeal at Attachment 10 for Administrative Report #25-977); controlled hours of operation only allowing operation between 7 a.m. and 7 p.m. (Condition #24 of City Council Approval of Appeal at Attachment 10 of Administrative Report #25-977).

Public hearing notices were sent to all property owners within 300 feet of the project site. The City received public comment letters and a petition for the previous hearings shown on Attachment 14 of Administrative Report #25-977. In these letters, neighbors expressed their concerns for the proposed self-storage facility and residential development. The letters and petition were generally in opposition of the project.

Housing Opportunity

G) The proposed would change the General Plan designation from Commercial Office (CO) to Business Park (BP) for approximately 3.02 acres and Low Medium Density (LMD) residential for approximately 4.85 acres. As such, zoning at this location currently does not allows for any residential uses. Thus,

by changing the land use designation to Business Park and Low Medium Density Residential, the site goes from no potential of having any residential units constructed at its current designation, to 6 to 12 units per acre in the proposed Low Medium Density residential portion of the project.

Staff believes this site would be good for Low Medium Density residential given that the site fronts a major collector road (Parsons Avenue), and its close proximity to multiple shopping centers within 750 feet of the site, a park, and school.

Environmental Clearance

H) Infill projects over 5 acres or projects that don't comply with Zoning/General Plan designations require an Initial Study, per the California Environmental Quality Act (CEQA). In this case, the project is over 5 acres (at 8.05 acres), and the site is not consistent with Zoning or the General Plan, requiring an Initial Study. An Initial Study includes a wide range of analysis required by the State covering an array of subjects including, but not limited to, impacts on vehicle miles traveled, air quality, biological resource, public services, cultural resources, and City utilities. Planning staff has conducted an environmental review of the project in accordance with the requirements of CEQA and concluded that Environmental Review #24-25 results in a Negative Declaration as the proposal would not have a significant effect on the environment (Attachments 9 of Administrative Report #25-977) and does not require the preparation of an Environmental Impact Report. A copy of the Initial Study with a Negative Declaration can be found at Attachment 9 of Administrative Report #25-977.

CITY OF MERCED
Planning Commission

Resolution #4171

WHEREAS, on September 17, 2025, the Merced City Planning Commission at its regular meeting held a public hearing and considered **Site Plan Review Permit #551 and Minor Use Permit #24-13,** initiated by Eric Gonsalves, on behalf of Yosemite 1380 LLC, property owner for the property located at 1380 E Yosemite Avenue and 3595 Parsons Avenue. The Minor Use Permit would be for interface review to allow commercial development adjacent to or across from a Low Density Residential (R-1-6) Zone. The Site Plan Review Permit would allow the development a self-storage facility (approximately 500 storage units). The approximate 8.05-acre subject site is generally located on the southwest corner of E. Yosemite Ave and Parsons Ave. The property being more particularly described as Lots "A" and "B", as shown on that certain map entitled "Oakmount Village Unit No. 5," recorded in Volume 46, Page 38 of Merced County Records; also known as Assessor's Parcel Number (APN) 006-050-068 and 006-050-072; and,

WHEREAS, at this meeting, the Merced City Planning Commission voted 3-2 in favor of a motion to approve the Vesting Tentative Subdivision Map, Site Plan Review Permit, and Minor Use Permit; and,

WHEREAS, Vesting Tentative Subdivision Map #1332 and Environmental Review #24-25 (Negative Declaration) were deemed approved as these items required a simple majority vote by the Planning Commission and a separate resolution was prepared for this entitlement; and

WHEREAS, Site Plan Review Permit #558 and Minor Use Permit #24-13 failed to obtain the required four (4) affirmative votes and therefore was deemed denied pursuant to Municipal Code section 20.64.040(e); and

WHEREAS, this resolution of denial for Site Plan Review Permit #551 and Minor Use Permit #24-13 was brought to the Planning Commission for their consideration at their meeting of November 5, 2025; and,

NOW THEREFORE, after reviewing the project and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby deny Site Plan Review Permit #551, Minor Use Permit #24-13.

Upon motion by Vice Chair Greggains, seconded by Chairperson Gonzalez, and carried by the following vote:

EXHIBIT E

AYES:	Commissioners Ochoa, Greggains, Thao, Smith, Vue, and Chairperson Gonzalez
NOES:	None
ABSENT:	Commissioners Swiggart
ABSTAIN:	None

Adopted this 5th of November 2025

Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Secretary

RECORDING REQUESTED BY:

City of Merced, A California charter municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

Exempt from Recording Fees Per Government Code Section 6103

(Above for Recorder's Use Only)

LEGISLATIVE ACTION AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2025 by and between the City of Merced, a California Charter Law Municipal Corporation ("City") and Yosemite 1380, LLC ("Owner").

W I T N E S S E T H

WHEREAS, Owner has applied to the City for a General Plan Amendment and Site Utilization Plan Revision to a Planned Development (the "Entitlements") for approximate 8.05 acres of land at 1380 Yosemite Avenue and 3595 Parsons Avenue, generally located on the southwest corner of East Yosemite Avenue and Parsons Avenue as legally described on Exhibit "A" and shown on the map at Exhibit "B", attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City is willing to consider Owner's request provided that certain conditions are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Owner, for himself and all successors thereto, agrees to pay all City and school district fees, taxes, and/or assessments in effect on the date of subdivision and/or permit approval, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or assessments which are in effect at the time water/sewer connection and/or building or encroachment permits are issued, which may include public facility impact fees, other impact fees as applicable, and any Mello-Roos taxes—whether for infrastructure, services, or any other

Council Ordinance #___), attached hereto and incorporated herein by this reference). Payment shall be made at the time of building permit issuance unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time.

2. Owner desires to comply with the conditions of approval set forth on Exhibit "C," and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impact caused by Owner's development or are necessary to offset the costs to the City generated by Owner's development including sewer connection costs pursuant to Chapter 15.16 of the Merced Municipal Code.

3. Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

4. The Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, Owner shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Owner shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. City, on its part, agrees to approve Site Utilization Plan Revision #3 to Planned Development #20 and change the General Plan (City approval) in accordance with Exhibit "B."

6. No building permit or other permit shall be issued that is not in compliance with this Agreement.

7. It is expressly agreed that this Agreement is not intended to limit the power of the City to impose other requirements, limitations, or fees, etc., as a condition of development, and does not relieve the Owner from complying with all other requirements that may be imposed as a condition of development, whether now in existence or hereinafter imposed by the City whether by zone change, subdivision map approval, ordinance, resolution, use permit, or otherwise. The parties agree that this Paragraph does not apply to the approval of a final map and issuance of building permits for project(s) subject to this Agreement on the property described in Exhibit "A."

8. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A."

9. Owner agrees to comply with and abide by all conditions set forth by the City relating to the development of the property subject to this Agreement, including installation of all required pubic improvements.

10. In the event of default by Owner, and in addition to any other remedy available to the City, the City shall have the right to rezone the land back to its original designation and/or to de-annex the land as appropriate.

11. In the event that either City or the Owner shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

12. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

13. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

14. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY:_____
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 12/4/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:_____
Verified by Finance Officer

OWNER
Yosemite 1380, LLC

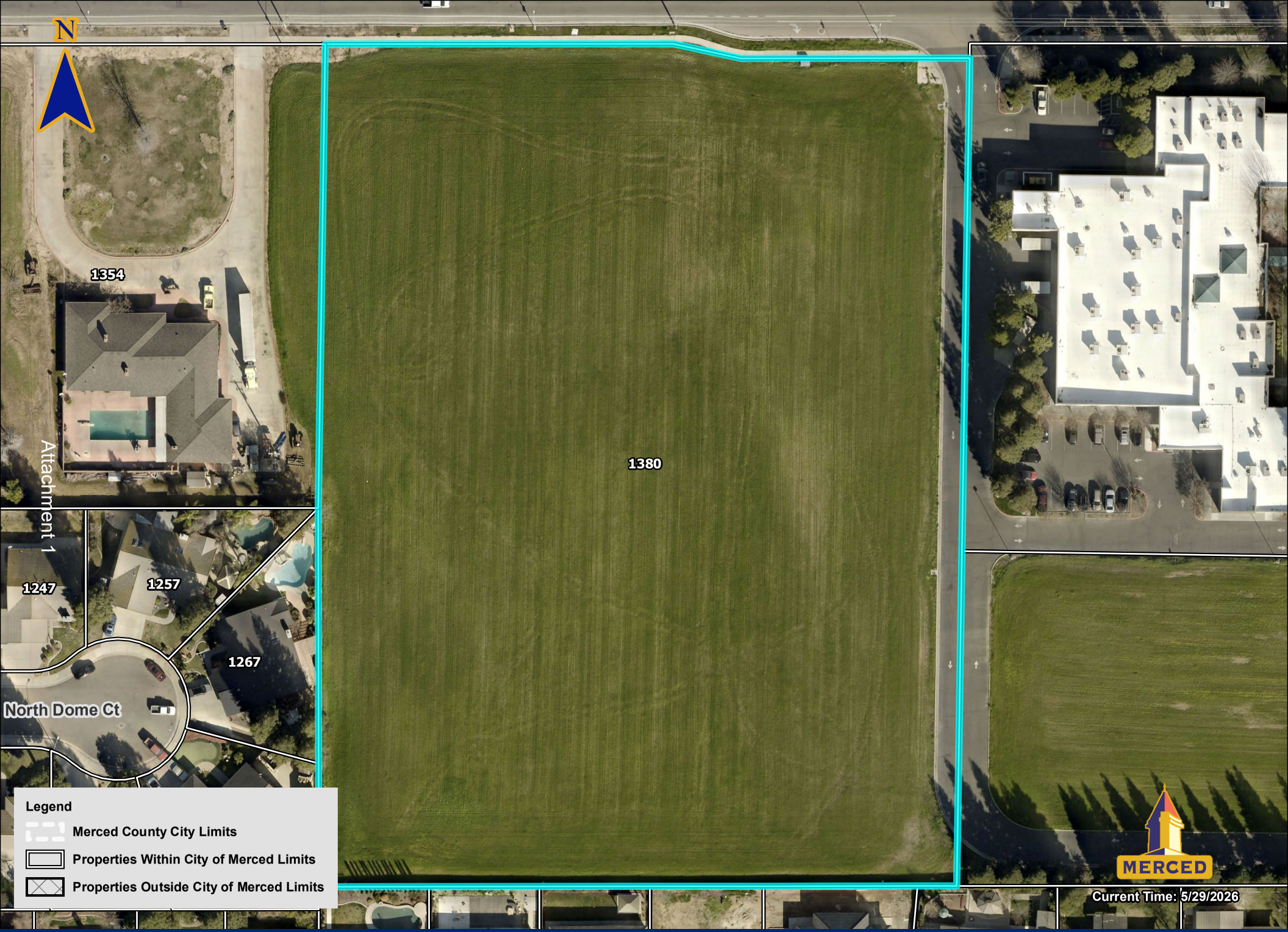
_____
Eric Gonsalves

_____

ADDRESS: 755 E. Yosemite Ave, Suite J

Merced, Ca 95340

TELEPHONE: 209-480-0585
FAX: N/A
E-MAIL: eric@cirruscompany.com



SP26-0018 & MUP26-0030

Autodesk Docs://23104.00 - Yosemite - Revised SD/ARCHITECTURE/MAIN.RCP

MERCED SELF STORAGE

1380 E YOSEMITE AVE.
MERCED, CA 95340
REVISED SCHEMATIC DESIGN SET
DECEMBER 10TH, 2025



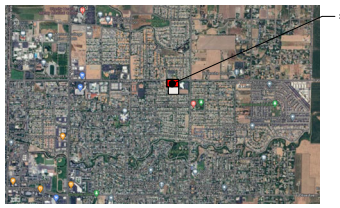
SHEET INDEX

GENERAL

G0.00	COVER SHEET

ARCHITECTURAL

A1.00	SITE PLAN
A2.00	OVERALL UNIT PLAN - LEVEL 01
A3.01	EXTERIOR ELEVATIONS (BUILDING A & B)
A3.02	EXTERIOR ELEVATIONS (BUILDINGS C & D)
A3.03	EXTERIOR ELEVATIONS (BUILDING E)
A3.04	EXTERIOR ELEVATIONS (BUILDING F)
A3.11	ENLARGED EXTERIOR ELEVATIONS



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

APPLICABLE CODES

2022 CALIFORNIA BUILDING CODE (CBC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 CALIFORNIA GREEN BUILDINGS STANDARD CODE-CALGREEN
2022 CALIFORNIA ENERGY CODE

PROJECT DESCRIPTION

PROPOSED NEW CONSTRUCTION OF MULTPLE SINGLE STORY SELF STORAGE BUILDINGS. PHASE 1 INCLUDES CONSTRUCTION OF TWO BUILDINGS (A AND E) WITH BUILDING E CONTAINING LEASING OFFICE, RESTROOMS, FULLY CONDITIONED INDOOR STORAGE & UTILITY ROOMS. SITE IMPROVEMENTS INCLUDE, TRASH ENCLOSURE, SITE LIGHTING, FENCING & GATES. APPLICATION INCLUDES MECHANICAL, PLUMBING & ELECTRICAL. UNDERGROUND UTILITIES, GRADING & PAVEMENT UNDER SEPARATE SITE DEVELOPMENT PERMIT.

DEFERRED SUBMITTALS

THE GENERAL CONTRACTOR (GC) SHALL BE RESPONSIBLE FOR VERIFYING EXISTING FIELD CONDITIONS AND COORDINATING ALL DEFERRED SUBMITTALS. THE GC'S SUBCONTRACTOR(S) SHALL BE RESPONSIBLE FOR VERIFYING COMPLIANCE WITH LOCAL AUTHORITIES AND ALL CURRENT CODES, REGULATIONS AND REQUIREMENTS.

DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND BEEN FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

FIRE PROTECTION/FIRE ALARM:
1. THE FIRE PROTECTION & FIRE ALARM WORK FOR THE PROJECT SHALL BE PERFORMED AS DESIGN-BUILD. THE GC SHALL SUBMIT WITH THE BID A PROPOSED FIRE PROTECTION DRAWING THAT COORDINATES WITH THE ARCHITECTURAL DRAWINGS AND COMPLIES WILL ALL CODES, REGULATIONS AND REQUIREMENTS.
2. THE GC'S FIRE PROTECTION SUBCONTRACTOR WILL BE RESPONSIBLE FOR APPLYING FOR AND SECURING ALL NECESSARY FIRE PROTECTION PERMITS.
3. REFER TO SHEET G0.01 FOR ADDITIONAL FIRE PROTECTION AND DEFERRED FIRE PROTECTION NOTES.

EMERGENCY RESPONSDER RADIO COVERAGE (DISTRIBUTED ANTENNA SYSTEM (DAS)):

SIGNAGE PERMIT: A SEPARATE APPLICATION FOR ON-SITE SIGNAGE FOR ALL BUILDINGS SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.

OWNER
THE CIRRUS COMPANY
YOSEMITE 1380, LLC
755 E YOSEMITE SUITE J, MERCED, CA 95340
PHONE: (209) 480-0585
EMAIL: ERIC@CIRRUSCOMPANY.COM
CONTACT: ERIC GONSALVES

ARCHITECT
JACKSON | MAIN ARCHITECTURE P.S.
311 1ST AVE. S.
SEATTLE WA 98104
PHONE: (206) 324-4800
EMAIL: CASEY.KISPERT@JACKSONMAIN.COM
CONTACT: CASEY KISPERT
ARCHITECT: BRETT CATO

CIVIL ENGINEER
YCG CIVIL ENGINEERING
1639 NORTH TEMPERANCE AVE
FRESNO, CA 93727
PHONE: (510) 228-6961
EMAIL: YUSHIN@YCG.IO
CONTACT: YUSHIN IMURA

STRUCTURAL ENGINEER
HW ENGINEERING
8867 W FLAMINGO ROAD, SUITE 101
LAS VEGAS, NV 89147
PHONE: (702) 202 0061
EMAIL: HONGYU@HWENGINEERINGUSA.COM
CONTACT: HONGYU WANG, P.E, S.E.

MECH. - PLUB. ENGINEER
LMR ENGINEERS
1165 A STREET
HAYWARD, CA 94541
PHONE: (510) 733 2330
EMAIL: TEAM@LMRENGINEERS.COM
CONTACT: LEONARD ROSE, P.E.

ELECTRICAL ENGINEER
AMERICAN CONSULTING ENG. ELEC, INC.
1090 THE ALMEDA, SUITE 200
SAN JOSE, CA 95126
PHONE: (408) 236 2314
EMAIL: RGARCIA@AMCEINC.COM
CONTACT: RENIER GARCIA, P.E.

GEOTECHNICAL ENGINEER
QUALITY CONTROL SOUTHWEST, INC.
1205 ESTATES DRIVE
TURLOCK, CALIFORNIA 95380
PHONE: (209) 262 0370
EMAIL: -
CONTACT: SERGIO CARRERA, PE

JACKSON | MAIN
ARCHITECTURE
311 FIRST AVENUE SOUTH
SEATTLE, WA 98104
T 206.324.4800
WWW.JACKSONMAIN.COM

ISSUED FOR
BUILDING PERMIT

THE CIRRUS COMPANY
YOSEMITE 1380, LLC
755 E YOSEMITE SUITE J
MERCED, CA 95340

YOSEMITE MERCED
SELF-STORAGE
1380 E YOSEMITE AVE
MERCED, CA 95340

DATE	NO	DESCRIPTION
12/10/25	1	SELF-STORAGE SHIP PLANNING SET

PROJECT NO.: 23104.00
PROJECT MGR.: C.KISPERT
DRAWN BY: AKV
CHECKED BY: B.CATO

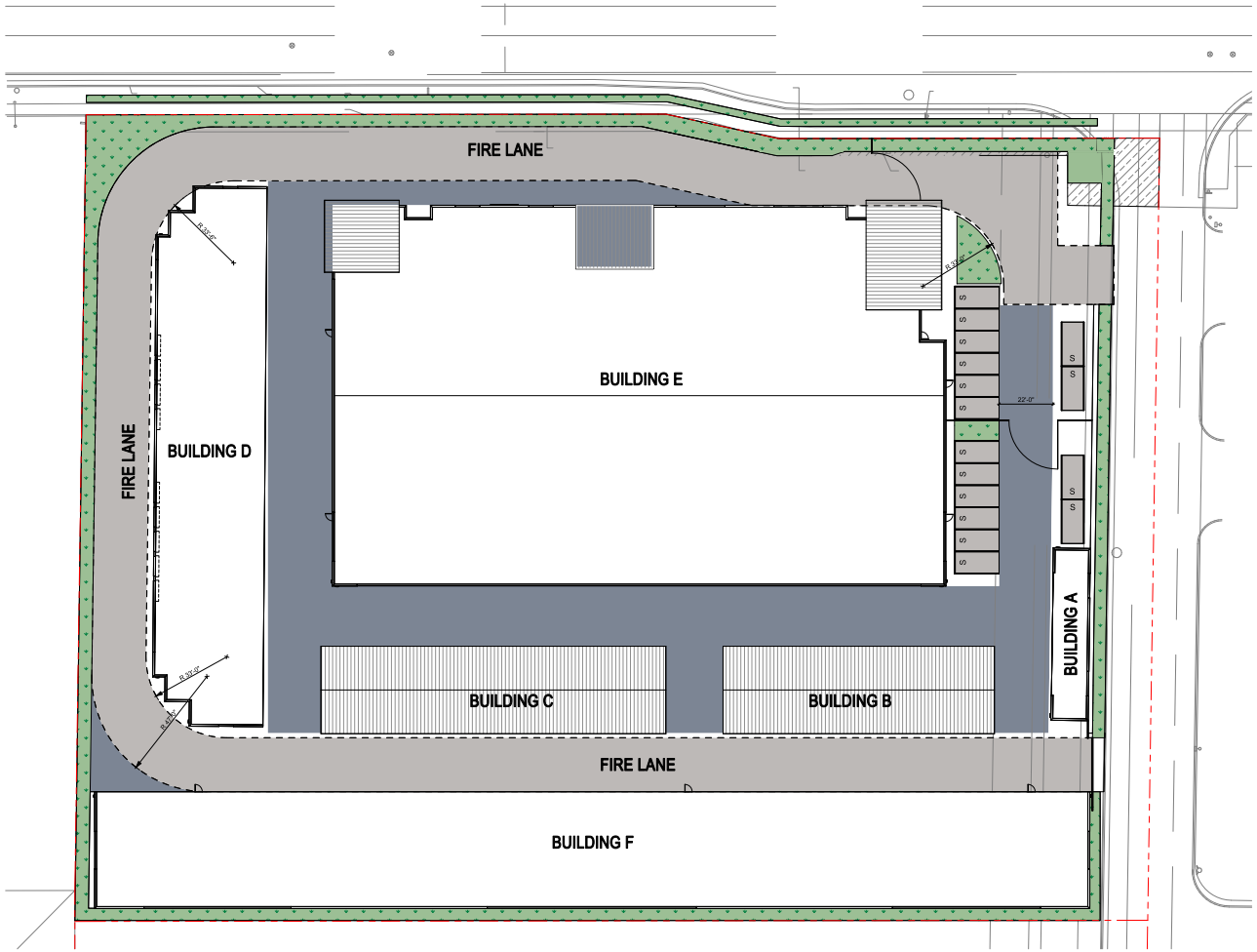
COVER SHEET

G0.00

JACKSON | MAIN ARCHITECTURE P.S. © 2025

Attachment 2

Autodesk Docs://23104.00 - Yosemite - Merced SS/ARCHITECTURE/MAIN.RCT



1 SITE PLAN
1" = 20'-0"

TRUE NORTH
PROJECT NORTH

SHEET NOTES:

A. LIMITS OF WORK ARE DEFINED WITHIN THE PROPERTY LINES AND ADJACENT RIGHT OF WAYS.
B. SITE CONTROLS ARE EXISTING PROPERTY CORNERS AS IDENTIFIED BY PROPERTY SURVEY.
C. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION ON ALL LANDSCAPE FEATURES AND ELEMENTS.
D. REFER TO CIVIL DRAWINGS FOR SITE GRADING AND UTILITY LOCATIONS.
E. EXPANSION JOINTS ARE SHOWN ON SITE PLANS. ALL OTHER LINES WITHIN CONCRETE PAVING AREAS ARE TO BE CONTROL JOINTS UNLESS OTHERWISE NOTED, REFER TO CIVIL DRAWINGS.
F. SIDEWALKS TO MAINTAIN A SLOPE NO GREATER THAN 1:20 IN THE PRIMARY DIRECTION OF TRAVEL AND A SLOPE NO GREATER THAN 1:50 PERPENDICULAR TO THE PRIMARY DIRECTION OF TRAVEL REFER TO CIVIL DRAWINGS.
G. CURB TO BE MEDIUM BROOM FINISH, PARALLEL TO GUTTER LINE, UNLESS OTHERWISE NOTED.
H. GRIDLINES CORRESPOND WITH BUILDING FLOOR PLAN GRIDLINES.
I. REFER TO ELECTRICAL DRAWINGS FOR SITE LIGHTING.
J. ARCHITECT SITE PLAN IS SHOWN FOR REFERENCE ONLY. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR PARAMETERS OF SITE INCLUDING ROADWORK, LANDSCAPING AND CONTEXTUAL SITE INFORMATION.
K. REFER TO CIVIL FOR FINISH FLOOR ELEVATIONS (FFE) - THESE CORRESPOND TO ARCHITECTURAL 0'-0"

KEYNOTES:

#	NOTE

JACKSON | MAIN
ARCHITECTURE
311 FIRST AVENUE SOUTH
SEATTLE, WA 98104
T 206.324.4800
WWW.JACKSONMAIN.COM

PROGRESS SET
NOT FOR CONSTRUCTION

THE CIRRUS COMPANY
YOSEMITE 1380, LLC
755 E YOSEMITE SUITE J
MERCED, CA 95340

YOSEMITE - MERCED SS
1380 E YOSEMITE
MERCED, CA

DATE	NO.	DESCRIPTION
12/7/2023		DELA STORAGE SHED PLANNING SET

PROJECT NO.:	23104
PROJECT MGR.:	DSG
DRAWN BY:	DRW
CHECKED BY:	AOR

SITE PLAN

A1.00

JACKSON | MAIN ARCHITECTURE P.S. © 2023

12/6/2023 10:43:09 AM

ALONG EAST YOSEMITE AVENUE

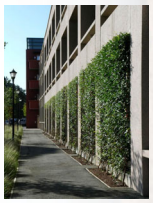


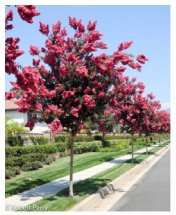

SIMPLY SPACE
SELF STORAGE
SIMPLY SPACE
SELF STORAGE

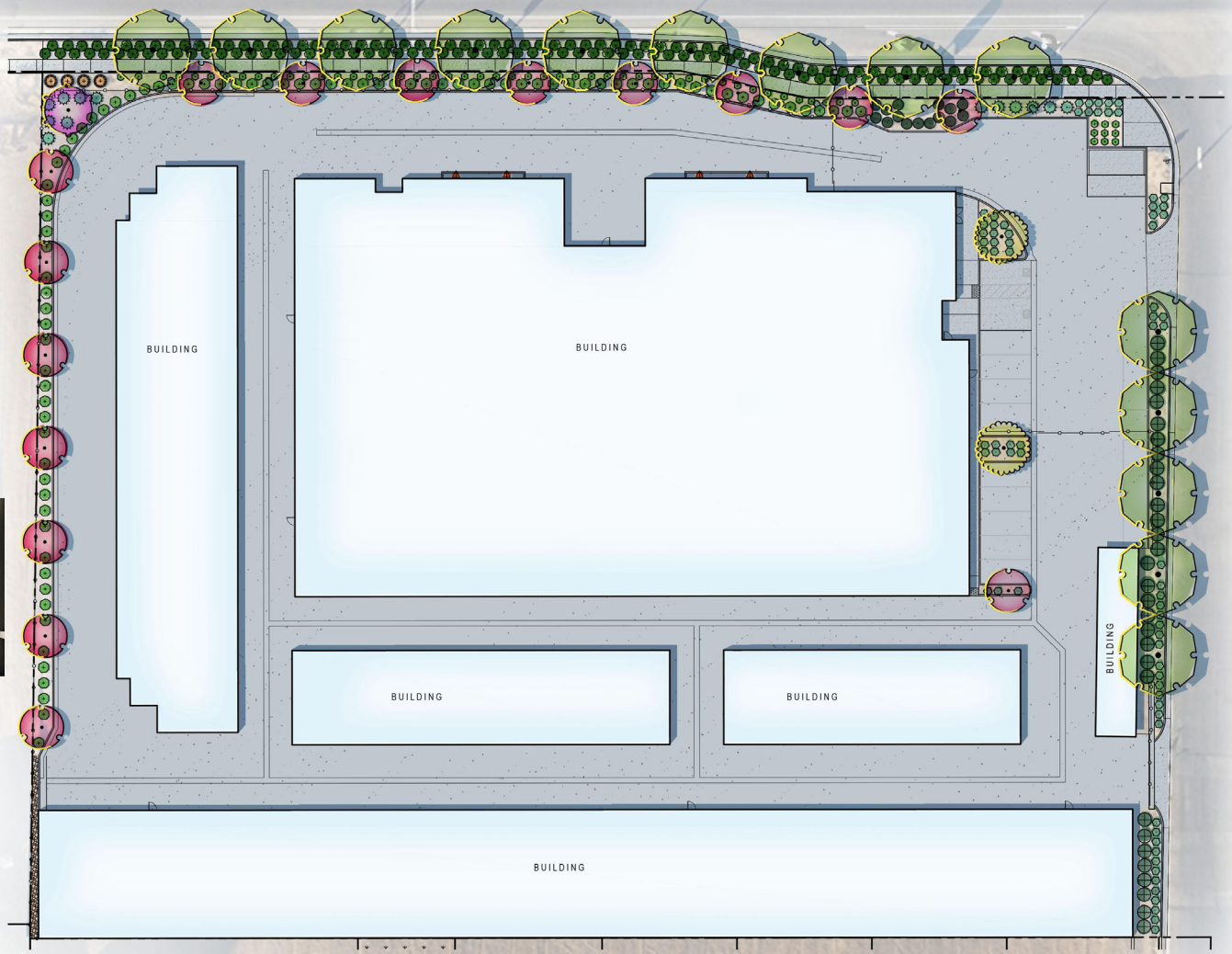
PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	SPACING	WATER USE	QTY
TREES					
	Cercis occidentalis / Western Redbud	15 gal	See Plan	Low	1
	Ginkgo biloba 'Fastigiata' / Fastigiate Maidenhair Tree	15 gal	See Plan	Low	2
	Lagerstroemia indica 'Dynamite' / Dynamite Crape Myrtle	15 gal	See Plan	Low	16
	Pistacia chinensis 'Keith Davey' / Chinese Pistache	24"box	See Plan	Low	14
SHRUBS					
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	5 gal	48" oc	Low	4
	Cistus x purpureus / Orchid Rockrose	5 gal	60" oc	Low	30
	Dianella x 'Cassa Blue' / Cassa Blue Dianella	1 gal	36" oc	Low	74
	Hesperaloe parviflora 'Perpa' / Brakelights Red Yucca	1 gal	60" oc	Low	13
	Juncus patens 'Elk Blue' / Spreading Rush	1 gal.	36" oc	Medium	56
	Myoporum parvifolium 'Putah Creek' / Putah Creek Trailing Myoporum	1 gal	48" oc	Low	141
	Prunus caroliniana 'Compacta' / Compact Carolina Cherry Laurel	5 gal	60" oc	Low	86
	Rhaphiolepis indica 'Ballerina' / Ballerina Indian Hawthorn	5 gal	42" oc	Medium	15
VINE/ESPALIER					
	Campsis radicans 'Crimson Trumpet' / Crimson Trumpet Creeper	1 gal	See Plan	Low	4









NORTH

SIMPLY SPACE STORAGE

MERCED, CA

BY: The Cirrus Company

1" = 20'

Ps1LA

Ps1 Landscape Architecture

November 26, 2025

Eric Gonsalves
Yosemite 1380, LLC
755 E Yosemite Suite J
Merced, CA 95340

Merced Self Storage
1380 East Yosemite
Merced, CA 95340
JMA #23104.00

Dear Mr. Gonsalves,

Jackson Main Architecture has been requested to provide an analysis regarding the environmental impacts associated with the Heat Island Effect for the proposed project to be located at 1380 East Yosemite Avenue in Merced, CA. As defined by the 2022 California Green Building Standards Code Title 24, Part 11, Heat Island Effect refers to measurable elevated temperatures in developed areas as compared to more rural surroundings. Temperatures in developed areas are affected by absorption of heat by hardscapes and radiation of heat into surrounding areas resulting in local climate changes. Heat islands are influenced by geographic location and by local weather patterns, with effects changing on a daily or seasonal basis. The City of Merced has adopted Green Building Standards Code under Municipal Code Chapter 17.07.07, Ord. No. 2545, § 4, 12-5-2022, which directly refers to the California Green Building Code.

It is well understood the impact urban heat islands have on the environment. According to the United Stated Environmental Protection Agency, urban heat islands, particularly during the summer, have multiple impacts such as increased energy consumption, elevated emissions of air pollutants & greenhouse gases, impaired water quality, and compromised human health & comfort. Planning and design play a crucial role in reducing the impact of heat islands compared to less developed regions. Given the direct relationship between the built environment and heat islands, the California Green Building Code establishes guidelines on best practices for material selection on buildings to reduce heat island impacts of new developments. This includes a focus on roofing materials due to their extreme solar exposure and ability to absorb and radiate heat to the surrounding environment. The primary factors that measure a material ability to reduce heat gain are solar reflectance & thermal emittance. Solar reflectance is a measure of the fraction of solar energy that is reflected by a surface (measured on a scale of zero to one, with 1 being high and zero being low). Thermal emittance is the relative ability of a surface to radiate absorbed heat (measured on a scale of zero to one, with 1 being high and zero being low).

According to Section A5.106.11.2, Cool Roof for Reduction of Heat Island Effect, roofing materials are required to meet a minimum aged solar reflectance and thermal emittance to be considered compliant. The minimum requirements are defined based on roof slope and range

from 0.20 - 0.68 for solar reflectance and minimum thermal emittance of 0.75 for all climate zones.

The proposed storage development includes multiple buildings with varying roof slopes to create visual and enhance the built environment. Additionally, the project includes a combination of roofing materials such as single ply roofing membranes and standing seam metal roof to adequately manage stormwater runoff and enhance architectural interest. Collectively, all roofing materials on the project meet or exceed the aged solar reflectance and thermal emissivity requirements as defined in the 2022 California Green Building Standards Code Title 24, Part 11. Please reference the attached exhibit outlining the proposed roofing materials and compliance.

Sincerely,

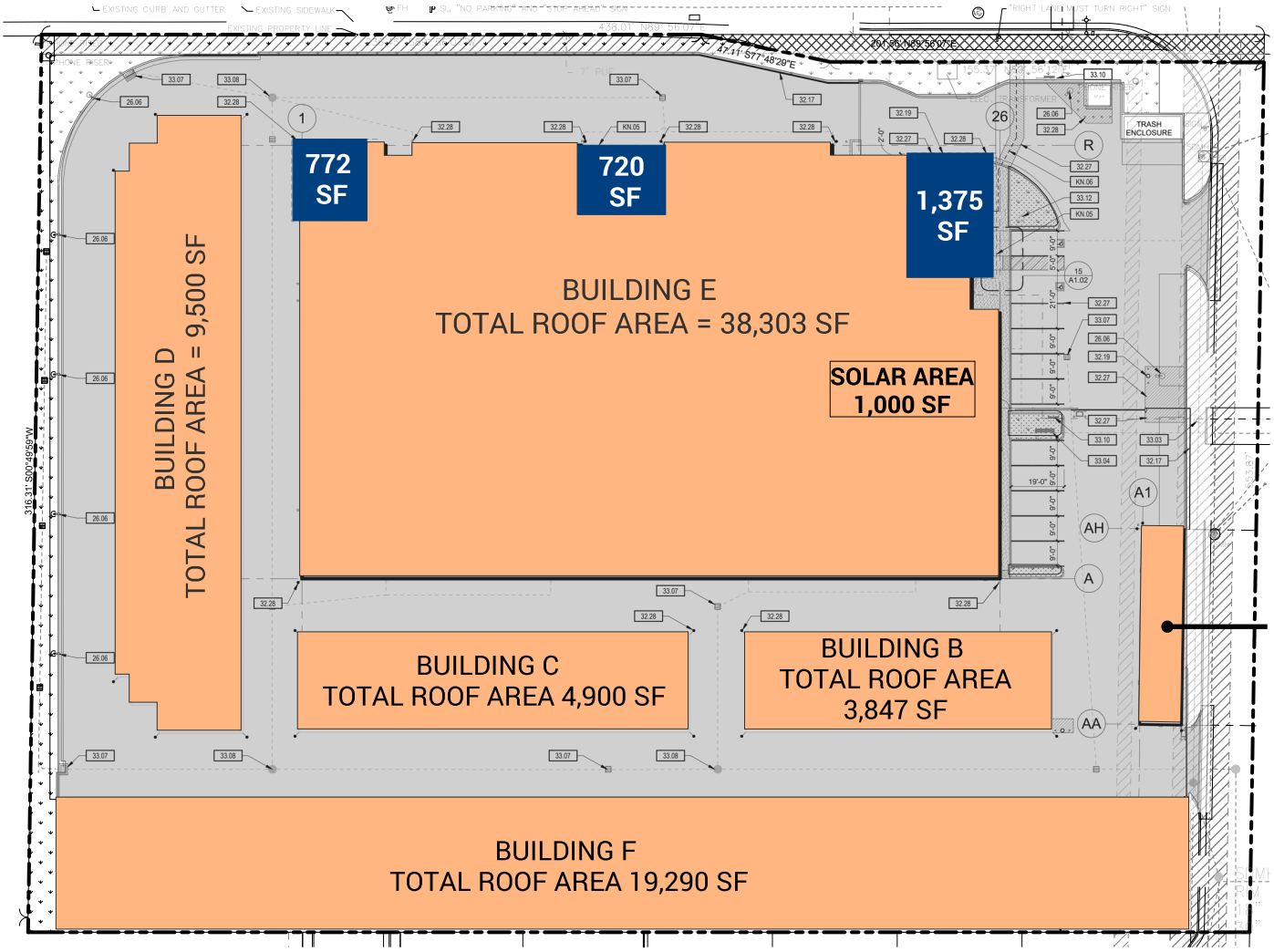


Casey Kispert

Project Architect

Roof Material Exhibit

YOSEMITE AVE



Low Sloped Roof (>2/12 Pitch)
Single Ply TPO Roofing Membrane - White
Aged Solar Reflectivity = 0.68 (0.63 Required)
Aged Emissivity = 0.83 (0.75 Required)

Mid/High Sloped Roof (>2/12 Pitch)
Standing Seam Metal Roof - Pacific Blue
Aged Solar Reflectivity = 0.25 (0.20 Required)
Aged Emissivity = 0.83 (0.75 Required)

November 21, 2025

Mr. Eric Gonsalves
Senior Vice President of Development
The Cirrus Company, LLC
755 E. Yosemite Ave, Ste. J
Merced, CA 65340

VIA ELECTRONIC MAIL ONLY: eric@cirruscompany.com

RE: Yosemite Ave. and Parsons Ave. Project

Dear Mr. Gonsalves:

This correspondence is in response to the questions you submitted to the Planning Department regarding your project at Yosemite Ave and Parsons Ave ("Project"). The Merced City Council, at its November 17, 2025 meeting, voted 4-1 to affirm in part, without prejudice, your appeal regarding the Project.

The effect of the Council's action is the following:

Approved

(1) General Plan Amendment #24-02,
(2) Site Plan Utilization Revision #3 to Planned Development #20;
(3) Environmental Review #24-25 (Negative Declaration); and
(4) Vesting Tentative Subdivision Map #1332.

Denied without prejudice

(1) Site Plan Review Permit #551; and
(2) Minor Use Permit #24-13.

Council's denial without prejudice was accompanied with the direction to you, the Project Applicant, to work with City staff to address specific elements of the self-storage business portion of the Project, including landscaping in and around the self-storage business and to address potential "heat-sink" concerns of the proposed self-storage buildings, with particular focus on utilizing roofing and building materials that meet or exceed the standards set forth in the

California Green Building Standards Code (Title 24, Part 11; incorporated by Merced Municipal Code ("MMC") section 17.07.010.)

Effect of Council's Denials

Since the Council's action was a "denial without prejudice," Merced Municipal Code requires the resubmittal of your Site Plan Review Permit and Minor Use Permit directly to the Council. Additionally, you are not required to wait 12 months to resubmit; your resubmittal may occur at any time, subject to Council availability. (See MMC section 20.72.080(a).) Further, your resubmittal will not be assessed additional fees or charges, since the Council's denial was "without prejudice."

Effect of Council's Approvals

Council's approval, in part of your appeal has the following effect. First, the City will prepare and file with the County a Notice of Determination for Environmental Review #24-25 (Negative Declaration). This filing will be done within the requisite regulatory period.

Second, the General Plan Amendment #24-02 Ordinance will proceed to a second reading and consideration for adoption, most likely at the next regularly scheduled Council meeting, schedule permitting.

Third, a revised Resolution reflecting the Council's actions from the November 17, 2025 Council meeting will be placed on the consent calendar at the December 15, 2025 regularly scheduled Council meeting.

Fourth, since the Planning Commission approved Vesting Tentative Subdivision Map #1332 and Council's actions did not overturn that approval, the City will proceed with processing and finalizing its approval of the Vesting Tentative Subdivision Map #1332 in accordance with the MMC.

If you have any further questions, please contact City of Merced Planning Department staff.

Sincerely,

Craig J. Cornwell
City Attorney

cc: Mr. Scott McBride, Merced City Manager
Ms. Jonnie Lan, Acting Planning Manager, City of Merced
Ms. Valeria Renteria, Associate Planner, City of Merced

NOTICE OF EXEMPTION

To: ____ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

__X__ County Clerk
County of Merced
2222 M Street
Merced, CA 95340

From: (Public Agency)
City of Merced
678 West 18th St.
Merced, CA 95340

Project Title: Site Plan Review #26-0018 and Minor Use Permit #26-0030 (Environmental Review #26-0050)

Project Applicant: Eric Gonsalves

Project Location (Specific): 1380 E Yosemite Ave **APN:** 006-050-068

Project Location - City: Merced **Project Location - County:** Merced

Description of Nature, Purpose, and Beneficiaries of Project: Self-Storage Facility

Name of Public Agency Approving Project: City of Merced

Name of Person or Agency Carrying Out Project: Eric Gonsalves, applicant for Yosemite 1380 LLC, property owners

Exempt Status: (check one)

___ Ministerial (Sec. 21080(b)(1); 15268);
___ Declared Emergency (Sec. 21080(b)(3); 15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__X__ Categorical Exemption. State Type and Section Number: 15162
___ Statutory Exemptions. State Code Number: _____.
___ General Rule (Sec. 15061 (b)(3))

Reasons why Project is Exempt:
As defined under the above referenced Section, the proposed project is exempt from further environmental review because no significant changes have been proposed that would require revisions to the previously approved Negative Declaration #24-25. The project is consistent with the City of Merced General Plan and Zoning regulations.

Lead Agency: City of Merced
Contact Person: Valeria Renteria **Area Code/Telephone:**(209) 385 - 6967

Signature: Valeria Renteria **Date:** **06-01-2026** **Title:** Senior Planner

__X__ Signed by Lead Agency Date Received for Filing at OPR:_____
(If applicable)

Authority Cited: Sections 21083 and 21110. Public Resources Code
Reference: Sections 21108, 21152, and 21152.1. Public Resources Code

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING SITE PLAN REVIEW PERMIT #26-0018, MINOR USE PERMIT #26-0030, AND ENVIRONMENTAL REVIEW #26-0050 FOR A PROJECT APPROXIMATELY 3.19 ACRES IN SIZE LOCATED ON THE SOUTHWEST CORNER OF EAST YOSEMITE AVENUE AND PARSONS AVENUE FOR THE CONSTRUCTION OF A SELF-STORAGE FACILITY.

WHEREAS, on January 19, 2026, Yosemite 1380 LLC ("Applicant") applied for a Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050; and

WHEREAS, the subject site is generally located on the southwest corner of East Yosemite Avenue and Parsons Avenue, particularly described in Exhibit "A" and shown on the map at Exhibit "B", both of which are attached hereto and incorporated herein by reference. The subject site is also known as Merced's County Assessor's parcel Number (APN) 006-050-068 and 006-050-072; and

WHEREAS, the subject site has a General Plan designation of Business Park (BP) and a Zoning classification of Planned Development (P-D) #20, and permissible land use includes "Self Storage," allowing for self-storage facilities under the City Zoning Ordinance with approval of a Site Plan Review Permit; and

WHEREAS, the applicant provided "Heat Sink" analysis with their Site Plan Application #26-0018, as directed by City Council pursuant to City Council Resolution Number 2025-70, which concludes the proposed self-storage facility's roofing would be constructed with the appropriate slope and material as required per 2022 California Green Building Standards Code, Title 24, Part 11; and

WHEREAS, the applicant provided updated landscaping plans with their application for Site Plan Review Permit #26-0018, as directed by City Council pursuant to City Council Resolution Number 2025-70, which includes landscaping through the west, north and east perimeter of the site that would serve as an enhanced natural barrier from the surrounding uses; and

WHEREAS, on May 18, 2026, the City Council lacked a quorum to consider this matter thereby postponing the duly noticed public hearing to June 15, 2026; and

WHEREAS, on June 15, 2026, the City Council held a duly noticed public hearing to consider Site Plan Review Permit #26-0018, Minor Use Permit #26-0030, and Environmental Review #26-0050, at which time all those interested in the matter were provided opportunity to speak or to provide written or oral testimony regarding the application.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Merced adopts Environmental Review #26-0050 (Categorical Exemption), pursuant to the provisions of the California Environmental Quality Act.

SECTION 2. FINDINGS. In view of all the record evidence including, but not limited to, the administrative reports and attachments thereto, presentations, comments, written and oral testimony, and other information and evidence presented during this Public Hearing, the City Council, exercising its independent judgment and making its own decision finds, in its discretion that the proposed project meets all applicable provisions of the Merced Municipal Code.

SECTION 3. SITE PLAN REVIEW PERMIT. The City Council hereby approves the Site Plan Review Permit #26-0018 based upon the findings set forth above, Conditions of Approval set forth in Exhibit "C" and Findings of Consideration set forth in Exhibit "D," and both specifically incorporated herein by this reference.

SECTION 4. MINOR USE PERMIT. The City Council hereby approves the Minor Use Permit #26-0030 based upon the findings set forth above, Conditions of Approval set forth in Exhibit "C" and Findings of Consideration set forth in Exhibit "D," and both specifically incorporated herein by this reference.

/ / /

/ / /

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 202_, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 6-9-2026
City Attorney Date

LEGAL DESCRIPTION

Real property in the City of Merced, County of Merced, State of California, described as follows:

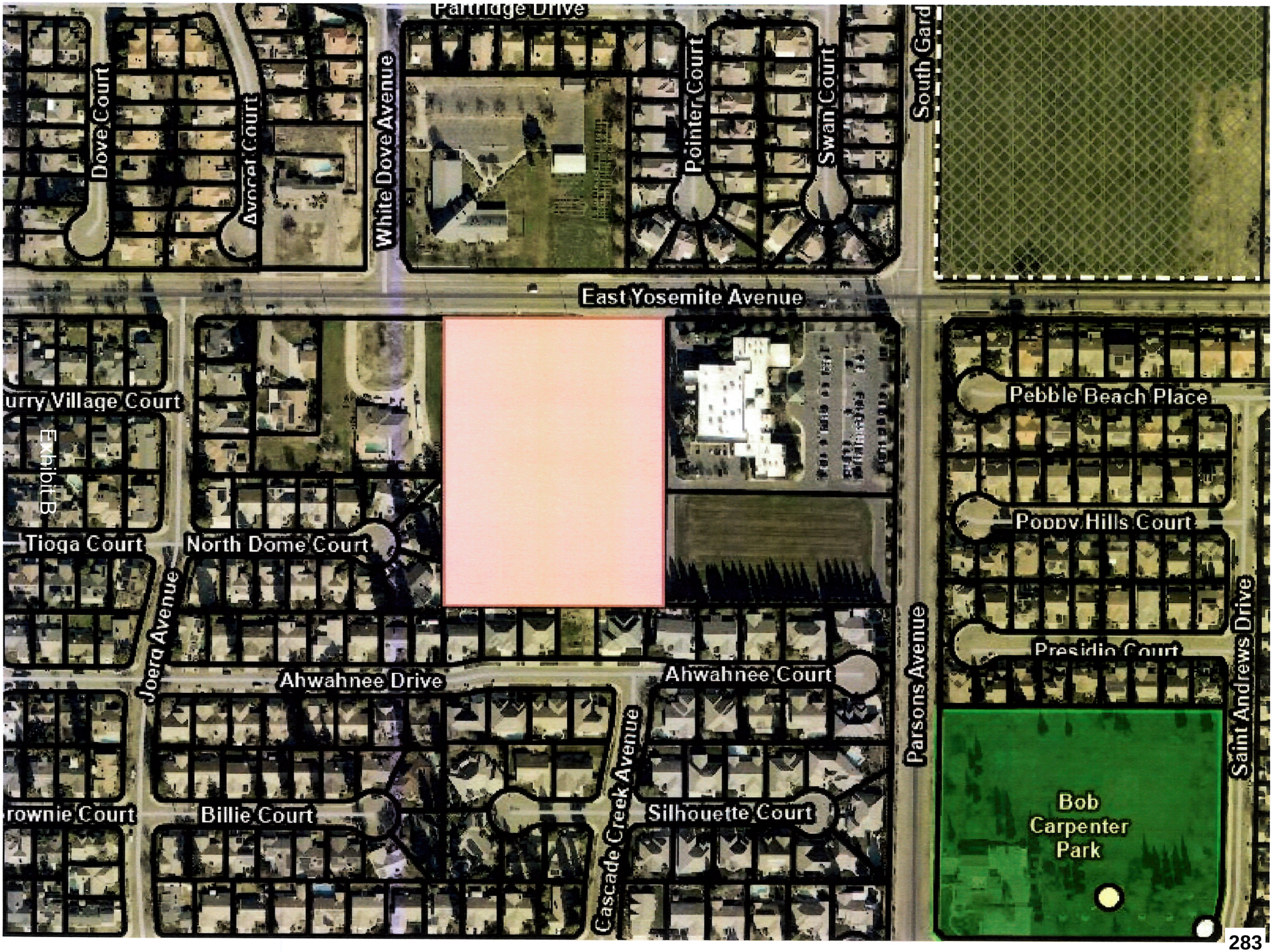
PARCEL 2, AS SHOWN ON "PARCEL MAP FOR WAINWRIGHT TRUSTS", RECORDED JANUARY 26, 2001 IN VOLUME 87 OF PARCEL MAPS, PAGES 45 AND 46 AND BEING A DIVISION OF REMAINDERS A AND B AS SHOWN ON "OAKMONT VILLAGE UNIT NO. 5", RECORDED IN VOLUME 46 OF OFFICIAL PLATS AT PAGES 37 THROUGH 39, MERCED COUNTY RECORDS.

EXCEPTING THEREFROM,

BEING A PORTION OF PARCEL 2 AS SHOWN ON "PARCEL MAP FOR WAINWRIGHT TRUSTS", RECORDED IN VOLUME 87 OF PARCEL MAPS, AT PAGES 45 AND 46, MERCED COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE S. 00 DEG. 52'42" W. 10.00 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S. 89 DEG. 56'07" W. 155.37 FEET, THENCE N. 77 DEG. 48'29" W. 47.11 FEET TO THE NORTH LINE OF SAID PARCEL 2, THENCE N. 89 DEG. 56'07" E. 201.56 FEET ALONG SAID NORTH LINE TO POINT OF BEGINNING, AS GRANTED TO THE CITY OF MERCED, A MUNICIPAL CORPORATION BY DEED RECORDED AUGUST 22, 2001 IN VOLUME 4251 OFFICIAL RECORDS, PAGE 317, MERCED COUNTY.

APN: 006-050-068-000


Partridge Drive
Dove Court
Avocet Court
White Dove Avenue
Pointer Court
Swan Court
South Gard
East Yosemite Avenue
urry Village Court
Exhibit B
Tioga Court
North Dome Court
Joeta Avenue
Ahwahnee Drive
Ahwahnee Court
Pebble Beach Place
Poppy Hills Court
Presidio Court
Saint Andrews Drive
Parsons Avenue
rownie Court
Billie Court
Cascade Creek Avenue
Silhouette Court
Bob
Carpenter
Park

Conditions of Approval
Site Plan Review Permit #26-0018
Minor Use Permit #26-0030

1. The proposed project shall be constructed/designed as shown on Attachment 2 of Planning Commission Staff Report #26-506 (Site Plan, Floor Plans and Elevation at), and as modified by the conditions of approval within this resolution.
2. The Project shall comply with all applicable conditions set forth in the resolutions for Annexation No. 137 (Southwest Yosemite and Parsons Annexation) and General Plan Amendment #24-02 previously approved for this site.
3. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
4. The developer/owner is required to finance the annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, streetlights, parks and open space, which may include a financing mechanism such as a Community Facilities District (CFD) or, assessment district. Procedures for financing these services and on-going maintenance shall be initiated before final map approval or issuance of a certificate of occupancy for any building, whichever comes first. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding.

Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

7. The project shall comply with all requirements of the California Building Code and all flood requirements of the Federal Emergency Management Agency (FEMA), as well as the requirements for the California Urban Level of Flood Protection (CA 200-year flood).

8. All landscaping in the public right-of-way shall comply with State Water Resources Control Board Resolution No. 2015-0032 "To Adopt an Emergency Regulation for Statewide Urban Water Conservation" and the City's Water Conservation Ordinance (Merced Municipal Code Section 15.42). Xeriscape or artificial turf shall be used in place of natural sod or other living ground cover. If turf is proposed to be installed in park-strips or on-site, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed. All irrigation provided to street trees, parking lot trees, or other landscaping shall be provided with a drip irrigation or micro-spray system. All landscaping shall comply with the City's Water Efficient Landscape Ordinance (MMC Section 20.36.030).

9. All landscaping shall be kept healthy and maintained in good condition and any damaged or missing landscaping shall be replaced immediately.

10. Trees and or fast-growing vines or other plants shall be planted on or near the block wall along E Yosemite Avenue to soften the visibility of the site as proposed in Attachment 3 of Planning Commission Staff Report #26-506.

11. Full public improvements shall be installed/repaired if the permit value of the project exceeds $100,000.00. Public improvements may include, but not be

limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.

12. Any missing or damaged improvements along the property frontage shall be installed/repaired to meet City Standards. Any improvements that don't meet current City Standards shall be replaced to meet all applicable standards.

13. The applicant shall work with the City's Refuse Department to determine the proper location for a trash enclosure at the self-storage facility and if a recycling container will be required to comply with AB 341. The container(s) shall be enclosed within a refuse enclosure built to City Standards.

14. All mechanical equipment shall be screened from public view.

15. The parking lot layout shall comply with all applicable City Standards. Parking lot trees shall be provided at a ratio of one tree for every six parking spaces provided for customers (this does not apply to the long-term parking spaces). These trees shall be installed per the City's Parking Lot Landscape Standards, shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).

16. The driving aisles of the self-storage facility shall be paved with an impervious surface, as approved by the City Engineer.

17. The driving aisles in the self-storage facility and internal streets in the residential subdivision shall be designed to meet all City of Merced Engineering and Fire Department requirements, including those pertaining to turning radius, unless otherwise approved by the city engineer.

18. All vehicular gates shall be provided with a "click-to-enter" access and remote controls shall be provided to the City of Merced Police, Fire, and Public Works Departments. The device used shall be approved by the City prior to installation.

19. All gates shall be provided with a Knox box, as required by the Fire Department.

20. All service drives including the access and egress gates shall be posted as Fire Lanes. All signs and markings shall be as required by the Fire Department.

21. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

22. Parking lot lights and building lights shall be shielded or oriented in a way that does not allow "spill-over" onto adjacent lots or be a nuisance to adjacent

residential properties. This shall be done in compliance with the California Energy Code requirements. Any lighting on the building shall be oriented to shine downward and not spill-over onto adjacent parcels.

23. The project shall comply with all the Post Construction Standards required to comply with State requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

24. The self-storage facility may operate daily between 7:00 a.m. and 7:00 p.m. Hours of operation may be adjusted at the discretion of the Director of Development Services.

25. Dwellings within the storage units are prohibited.

26. Minor modifications to the site plan, floor plan, or elevations may be reviewed and approved by the Director of Development Services as allowed by Merced Municipal Code Section 20.20.020 (O).

27. The applicant shall dedicate all necessary street right-of-way and easements as needed for irrigation, utilities, drainage, landscaping, and open space during the Final Map stage as required by the City Engineer.

28. Plans shall meet current codes at the time of building permit application submittal. Building permit applications shall comply with the newest enacted California Building Codes. Plans shall be drawn by a licensed California design professional.

29. All undeveloped areas shall be maintained free of weeds and debris.

30. Sewer manholes shall be installed as required by the Engineering Department (if needed).

Findings and Considerations
Site Plan Review Permit #26-0018
Minor Use Permit #26-0030

FINDINGS/CONSIDERATIONS:

Minor Use Permit Findings

A) In order for the Planning Commission to approve or deny a conditional use permit or minor use permit, they must consider the following criteria and make findings to support or deny each criteria per MMC 20.68.020 (E) – Findings for Approval.

1. *The proposed use is consistent with the purpose and standards of zoning district, the general plan, and any adopted area or neighborhood plan, specific plan, or community plan.*

   The proposed project would complies with the General Plan land use designation of Business Park (BP) which allows self-storage facilities with a site plan review permit. The project would also comply with the Zoning classification of Planned Development (P-D) #20.

2. *The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the subject property.*

   Staff has determined that the location, size, design, and operating characteristics of the proposal would be compatible with existing and future land uses in the vicinity. The proposed operation is relatively quiet and generates low traffic counts. In addition, Condition #24 limits the business hours of operation between 7 a.m. and 7 p.m. daily for the self-storage facility.

3. *The proposed use will not be detrimental to the public health, safety, and welfare of the city.*

   This proposal will require building permits compliance with the California Building Code. During plan check, staff will review the proposal for matters concerning health and safety. With approval of the conditions within this resolution, staff does not anticipate that the approval of this request would adversely affect the public health, safety, and welfare of the City.

4. *The proposed use is properly located within the City and adequately served by existing or planned services and infrastructure.*

The proposed development is considered in-fill development which is properly located within the City and adequately served by existing services and infrastructure such as street access, sewer connections, water connections, and other utilities.

Site Plan Review Findings

A) A Site Plan Review Permit is required for the proposed self-storage for two reasons: 1) to develop a project within a Planned Development Zone; and, 2) because a public/mini storage is listed as a use that requires site plan review under the Land Use Table 20.10-1 – Permitted Land Uses in the Commercial Zoning Districts. This section applies to Planned Development Zones with General Plan designations of Business Park, unless specific land uses are identified by the Site Utilization Plan. Therefore, in order for the Planning Commission to approve or deny a site plan review permit, they must consider the following criteria and make findings to support or deny each criteria. The Findings required by MMC Section 20.68.050 (F) "Findings for Approval for Site Plan Review Permits" are provided below, along with recommended reasons to support each finding.

1. *The proposed project is consistent with the General Plan, and any adopted area or neighborhood plan, specific plan, or community plan.*

   The project meets the requirements of the General Plan for this development is approved. There is no other area, specific, or neighborhood plans for this area.

2. *The proposed project complies with all applicable provisions of the Zoning Ordinance and Municipal Code.*

   Approval of the proposed Site Plan Review #26-0018, and Minor Use Permit #26-0030 would bring the project into compliance with the applicable provisions of the Zoning Ordinance and Municipal Code.

3. *The design and layout of the proposed project will not interfere with the use and enjoyment of existing and future neighboring properties and structures.*

   There may be some temporary impacts such as vibration, noise, and dust during construction, but staff believes that the location, size, design, and operating characteristics of the proposal would be compatible with the existing and future land uses in the vicinity.

Therefore, with the implementation of the conditions of approval, the proposed project would not interfere with the enjoyment of the existing and future land uses in the vicinity.

4. *The proposed architectural design makes use of appropriate materials, texture, and color, and will remain aesthetically appealing and appropriately maintained.*

   The applicant is proposing a typical design for a mini storage with a mixture of materials, colors, and textures. The building exterior would consist of a stucco finish with stone veneers. Landscaping and a wrought iron perimeter fence would be installed along the north elevation (E. Yosemite Avenue). The landscaping would be consistent with the landscaping placed at the neighboring medical offices. All structures onsite would generally consist of a uniform design and aesthetic. Staff believes that the proposed architectural design makes use of appropriate materials, texture, and color.

5. *Any proposed landscaping design, including color, location, size, texture, type, and coverage of plan materials, as well as provisions for irrigation, maintenance, and protection of landscaping elements, will complement structures and provide an attractive environment.*

   The proposal includes a landscape plan available at Planning Commission Staff Report #26-506 Attachment 3, that satisfies and exceeds City landscaping standards. Trees would be planted throughout the parking lot and along street frontages (if required by Public Works). Parking lot trees would have to conform with minimum City Standards regarding quantity (1 tree per 6 required parking stalls), gallon size (15 gallons), and branch width (30-foot canopy). Parking lot trees shall be from the City's list of approved tree species found within City Engineering Standards. Street trees shall be reviewed by the Engineering and Public Works Departments to ensure conformance with City Standards in regard to species type, irrigation plan, and tree spacing. All landscaping must comply with local regulations and State regulations regarding water conservation, as found under Merced Municipal Code Section 20.36 – Landscaping, and affiliated sections found under the WELO Act (MMC 17.60).

6. *The proposed design will not be materially detrimental to the public health, safety, or welfare, or be injurious to the property or improvements in the vicinity of the proposed project.*

The proposed project does not include any uses that would be detrimental to the public health, safety, and welfare of the City with implementation of the conditions of approval for the Site Plan Review Permit, and Minor Use Permit. Implementation of the conditions of approval and adherence to all Building and Fire Codes, and City Standards would prevent the project from having any detrimental effect on the health safety, and welfare of the City.

Parsley, Jennifer

From: [redacted]
Sent: Monday, June 1, 2026 4:32 PM
To: cityclerk
Subject: Yosemite Avenue Mini-Storage Project

RE: Yosemite Avenue Mini-Storage Project
DATE: June 1, 2026

Mayor Serratto, Council Members, and Mr. McBride:

I'm very concerned about the 500-unit mini-storage project planned on Yosemite Avenue near Parsons. Here's why:

First, it's just a bad fit for the neighborhood's aesthetic and use. The area between the Promenade and McKee is filled almost exclusively with attractive housing and beautiful churches (the only business is the surgery center.) A mini-storage project in the middle of this area will stand out like a sore thumb.

Second, area neighbors have expressed overwhelming opposition to the project as evidenced by the 200 individuals who attended the Planning Commission and City Council hearings and the 179 who signed a petition against the project.

Third, the Planning Commission voted unanimously to recommend that this project be denied.

As a member of Shepherd of the Valley Lutheran Church, I am very concerned that the City Council might approve this project. I have served on the Church Council for six years and on May 18 I termed out as Council President. Our council - which includes new president Barbara Ward, former Merced Mayor Mary Jo Knudsen, Chris Tomford, Alan Arnold, Susan Gumm, Mona Kowalzyck and Chris Love - is firmly against the project which would be located directly across the street from our church. Like our neighbors, we would prefer to see housing built in this predominantly residential area. I signed up to speak at the last council meeting but, as you know, the city attorney said the lack of quorum prevented any business from taking place.

I had huge concerns about why the project was allowed to continue despite the overwhelming public outcry plus the unanimous recommendation by the Planning Commission to deny it. I have been given to understand that this push and pull between the Planning Commission and the City Council is de rigueur. It shouldn't be. This project should be denied.

Best,

Marc Medefind

[**NOTICE:** This message originated outside of City of Merced -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Parsley, Jennifer

From: McBride, Scott
Sent: Wednesday, June 10, 2026 9:00 AM
To: Parsley, Jennifer
Subject: FW: Concerns Regarding June 8 Meeting and Upcoming Wainwright Mini Storage Review

Can we please have this as a written comment for this agenda item.

Thank you,
Scott

From: Dr. Lee Boese [redacted]
Sent: Wednesday, June 10, 2026 12:04 AM
To: McBride, Scott <mcbrides@cityofmerced.org>
Cc: Cornwell, Craig <CornwellC@cityofmerced.gov>; Quintero, Frank <QuinteroF@cityofmerced.gov>
Subject: Concerns Regarding June 8 Meeting and Upcoming Wainwright Mini Storage Review

Dear Scott,

I am writing to express my disappointment and concern regarding the direction of the Wainwright Mini Storage project and the meeting held with City staff on June 8.

Neighborhood representatives attended the meeting expecting meaningful revisions in response to concerns previously raised by the Planning Commission and surrounding residents. Instead, the changes presented appeared limited to additional landscaping and a modest reduction in wall height, leaving the broader land-use compatibility issues largely unaddressed.

I am also concerned about the apparent disconnect between what many residents understood to be the City Council's direction and what staff indicates will be considered at the upcoming hearing. We look forward to reviewing the staff report when it becomes available. However, if the review is limited to landscaping and minor modifications, it is difficult to understand the purpose of the additional neighborhood engagement and project review that has occurred over the past several months.

Many long-time residents now believe their participation no longer matters. Public confidence in the process depends on residents feeling that their input is genuinely heard and considered. Unfortunately, several attendees left the June 8 meeting with the impression that the broader concerns raised by both residents and the Planning Commission were no longer receiving meaningful consideration.

Having been involved in Merced civic affairs for more than three decades, I was particularly disappointed by the tone of the meeting. Several attendees left feeling that their concerns were being dismissed rather than seriously considered. The discussion at times became unnecessarily adversarial, increasing frustration among residents who had taken time away from work and family to participate in good faith.

What concerns me most is that the attendees represented different backgrounds, personalities, and perspectives, yet many left with the same conclusion: that meaningful discussion of the larger land-use compatibility issues was no longer being encouraged. That level of consistency among participants

should give the City pause.

Residents invest significant personal time to participate in these proceedings. We attend meetings, review documents, meet with staff, and attempt to engage constructively because we care deeply about our community. That commitment deserves respect and meaningful consideration.

Accordingly, I respectfully request that the City conduct and present a substantive land-use review before moving the project forward. That review should address the key compatibility concerns raised by the Planning Commission and neighboring residents, including the appropriateness of the use at this location, its relationship to surrounding residential properties, operational impacts, and consistency with applicable planning policies.

The public also deserves a clear explanation of how the City Council's direction has been incorporated into the City's analysis. At present, many residents are struggling to understand how the limited modifications presented thus far address the concerns that have been repeatedly raised throughout this process.

I remain hopeful that the City can restore confidence in the process by ensuring that the upcoming hearing fully addresses the broader land-use compatibility issues identified by both the Planning Commission and neighboring residents.

I appreciate your time and consideration.

Respectfully,

Dr. Lee Boese
Oakmont Estates Resident

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Parsley, Jennifer

From: ramiro macias [redacted]
Sent: Monday, May 18, 2026 9:53 AM
To: Renteria, Valeria; cityclerk
Subject: Site Plan Review Permit #SP26-0018 and environmental review #26-0050

To Whom It May Concern:

Re: Site Plan Review Permit #26-0018 and environmental review #26-0050

My name is Ramiro Macias, owner of [redacted] Merced, CA.

I am oppose with the continuation of this project. This project will cause homes to devaluate.
It will also cause environmental hazard to the neighborhood. The facility owner will have no control of what type of infestation people will bring to the storage units.

I ask the City Council to please consider the repercussions of what this Self-Storage Facility will bring not only to the neighborhood, but the city. We can not allow the Self-Storage Facility to be build in a residential neighborhood.

Please reach out to me via email at [redacted] or by phone [redacted] if you have questions or would like more details.

Thank you for considering my opposition to building the Self-Storage Facility.

Sincerely,
Ramiro Macias
[redacted]
Merced, CA
Owner

[**NOTICE:** This message originated outside of City of Merced -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

SITE PLAN REVIEW PERMIT #26-0018, MINOR USE PERMIT #26-0030 AND ENVIRONMENTAL REVIEW CHECKLIST #26-0050

SELF-STORAGE FACILITY

S/W CORNER OF E. YOSEMITE AVE & PARSONS AVE

CITY COUNCIL HEARING JUNE 15, 2026

CITY COUNCIL ACTION ITEMS

SITE PLAN REVIEW PERMIT #26-0018

- A DISCRETIONARY ACTION THAT ENABLES THE CITY TO DETERMINE A PROJECT'S COMPLIANCE WITH THE ZONING ORDINANCE AND ENSURE IT WILL NOT CREATE NEGATIVE IMPACTS TO ADJACENT PROPERTIES OR THE GENERAL PUBLIC.
- APPROVED IF THE PROPOSED PROJECT:
  - IS CONSISTENT WITH THE GENERAL PLAN AND ANY ADOPTED SPECIFIC PLAN;
  - COMPLIES WILL ALL APPLICABLE ZONING ORDINANCE AND MUNICIPAL CODE PROVISIONS;
  - DESIGN AND LAYOUT WILL NOT INTERFERE WITH THE USE AND ENJOYMENT OF EXISTING AND FUTURE NEIGHBORING PROPERTIES AND STRUCTURES;
  - ARCHITECTURAL DESIGN MAKES USE OF APPROPRIATE MATERIALS, TEXTURE AND COLOR AND WILL REMAIN AESTHETICALLY APPEALING AND APPROPRIATELY MAINTAINED;
  - LANDSCAPING DESIGN AND PROVISIONS FOR IRRIGATION, MAINTENANCE AND PROTECTION OF LANDSCAPING ELEMENTS COMPLEMENT STRUCTURES AND PROVIDE AN ATTRACTIVE ENVIRONMENT;
  - DESIGN WILL NOT BE MATERIALLY DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY OR WELFARE OR BE INJURIOUS TO THE PROPERTY OR IMPROVEMENTS IN THE VICINITY OF THE PROPOSED PROJECT.

(MERCED MUNICIPAL CODE § 20.68.050)

CITY COUNCIL ACTION ITEMS

MINOR USE PERMIT #26-0030

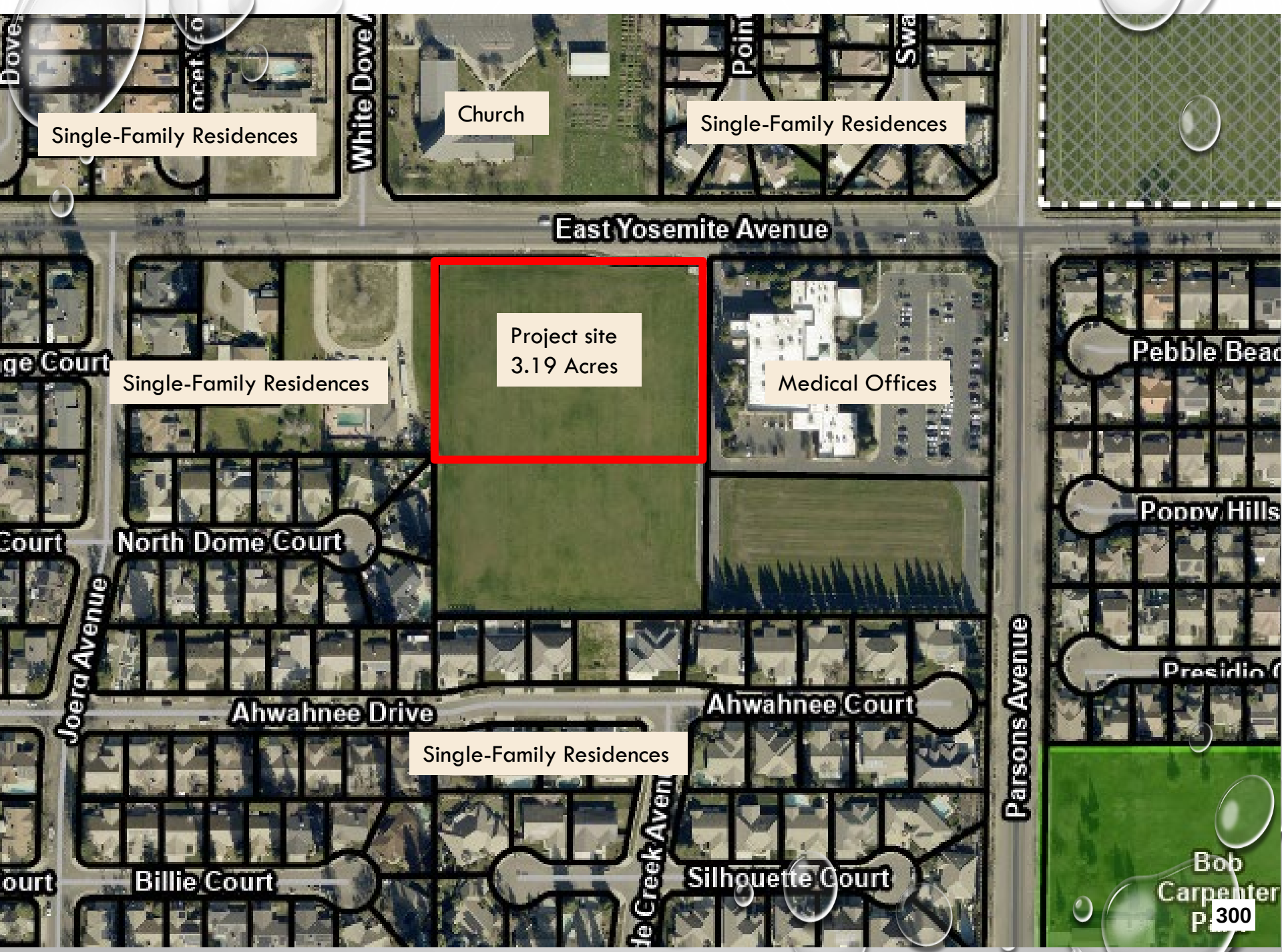
- A DISCRETIONARY ACTION THAT ENABLES THE CITY TO ENSURE A PROPOSED USE IS CONSISTENT WITH ALL GENERAL PLAN GOALS AND POLICIES AND WILL NOT CREATE NEGATIVE IMPACTS TO ADJACENT PROPERTIES OR THE GENERAL PUBLIC.
- APPROVED IF:
  - PROPOSED USE IS CONSISTENT WITH THE PURPOSE AND STANDARDS OF THE ZONING DISTRICT, THE GENERAL PLAN, AND THE ADOPTED SPECIFIC PLAN;
  - THE LOCATION, SIZE, DESIGN AND OPERATING CHARACTERISTICS OF THE PROPOSED USE WILL BE COMPATIBLE WITH THE EXISTING AND FUTURE LAND USES IN THE VICINITY OF THE SUBJECT PROPERTY;
  - PROPOSED USE WILL NOT BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITY;
  - PROPOSED USE IS PROPERLY LOCATED WITHIN THE CITY AND ADEQUATELY SERVED BY EXISTING OR PLANNED SERVICES AND INFRASTRUCTURE.

(MERCED MUNICIPAL CODE § 20.68.020)

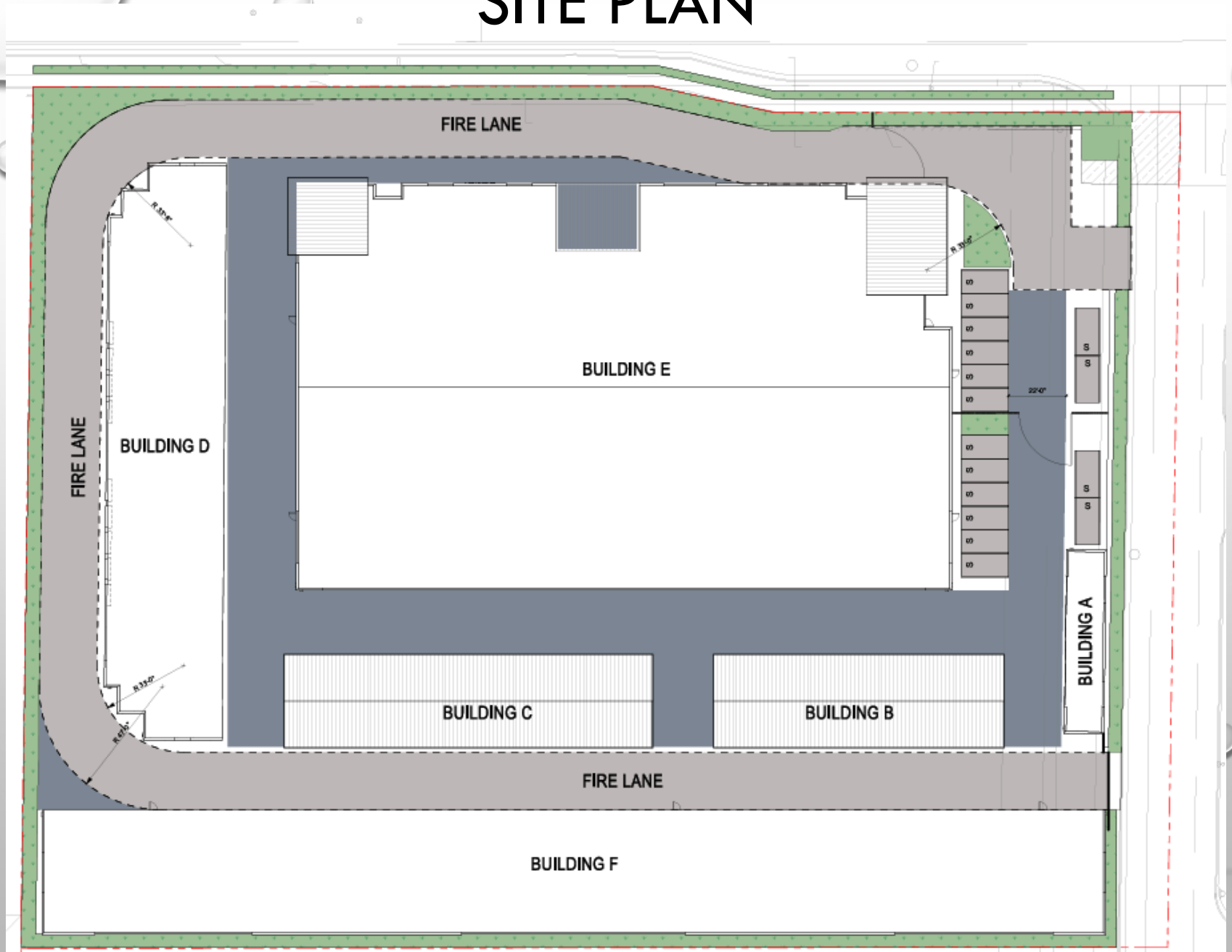
SUBJECT SITE DESIGNATIONS

- GENERAL PLAN DESIGNATION OF BUSINESS PARK (BP).
- ZONING CLASSIFICATION OF PLANNED DEVELOPMENT (P-D) #20
- PERMISSIBLE LAND USES ON THIS SITE INCLUDE "SELF STORAGE," WHICH ALLOWS FOR SELF-STORAGE FACILITIES UNDER THE CITY ZONING ORDINANCE WITH APPROVAL OF A SITE PLAN REVIEW PERMIT.
- PRIOR CITY COUNCIL SELF-STORAGE ACTION DIRECTED THE APPLICANT TO ADDRESS SPECIFIC ELEMENTS OF THE SELF-STORAGE BUSINESS PORTION OF THE PROJECT, INCLUDING LANDSCAPING IN AND AROUND THE SELF-STORAGE BUSINESS AND TO ADDRESS POTENTIAL "HEAT SINK" CONCERNS OF THE PROPOSED SELF-STORAGE BUILDINGS.

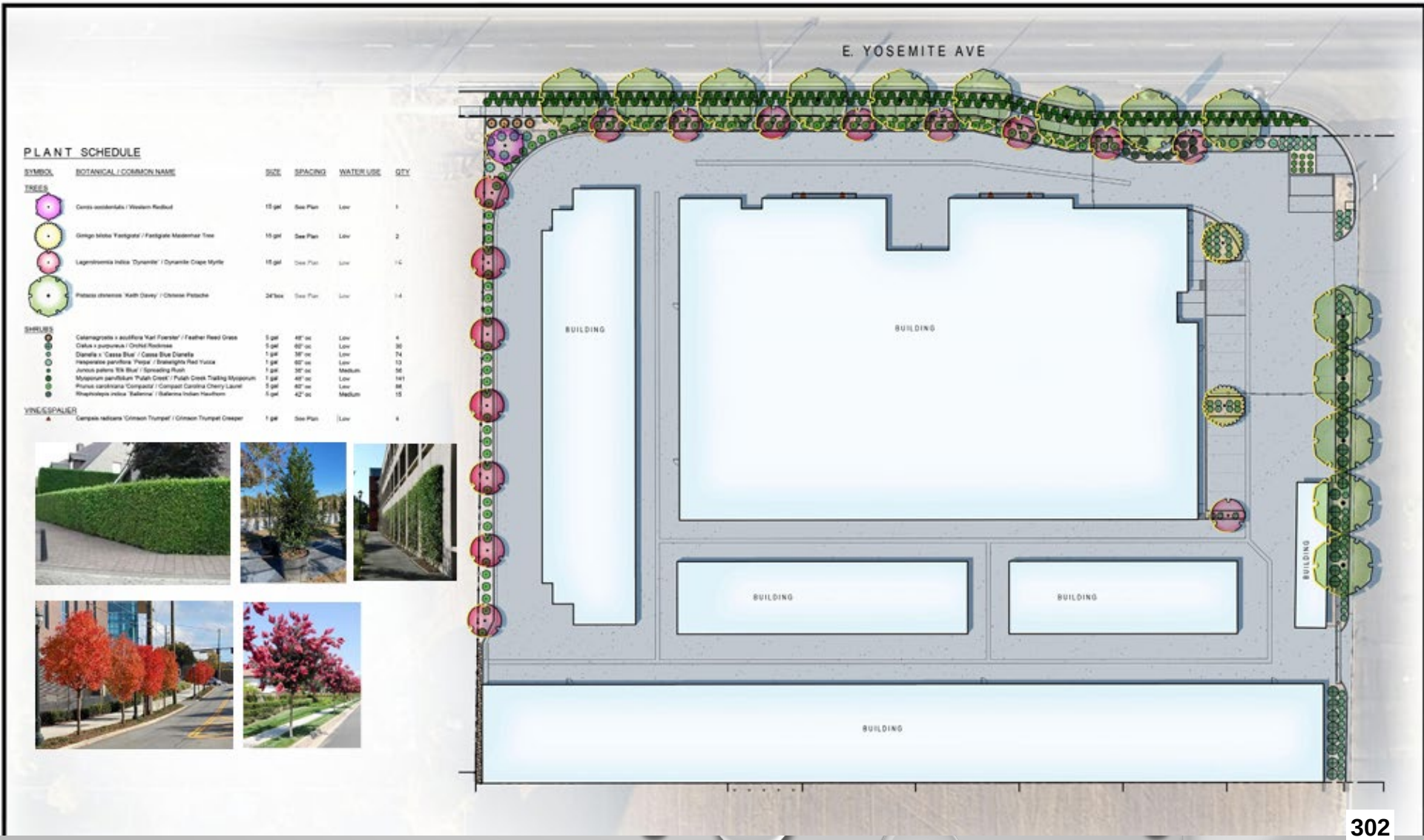
THE PERMITS BEING CONSIDERED TODAY ARE NEW SITE PLAN AND MINOR USE PERMITS BASED, IN PART, UPON APPLICANT'S "HEAT SINK" ANALYSIS AND UPDATED LANDSCAPING PLANS, AS REQUESTED BY THE CITY COUNCIL.


Single-Family Residences
White Dove
Church
Single-Family Residences
East Yosemite Avenue
Project site
3.19 Acres
Medical Offices
Single-Family Residences
North Dome Court
Joeg Avenue
Ahwahnee Drive
Ahwahnee Court
Single-Family Residences
Parsons Avenue
Billie Court
Silhouette Court
Pebble Bead
Poppy Hills
Bob
Carpenter
300

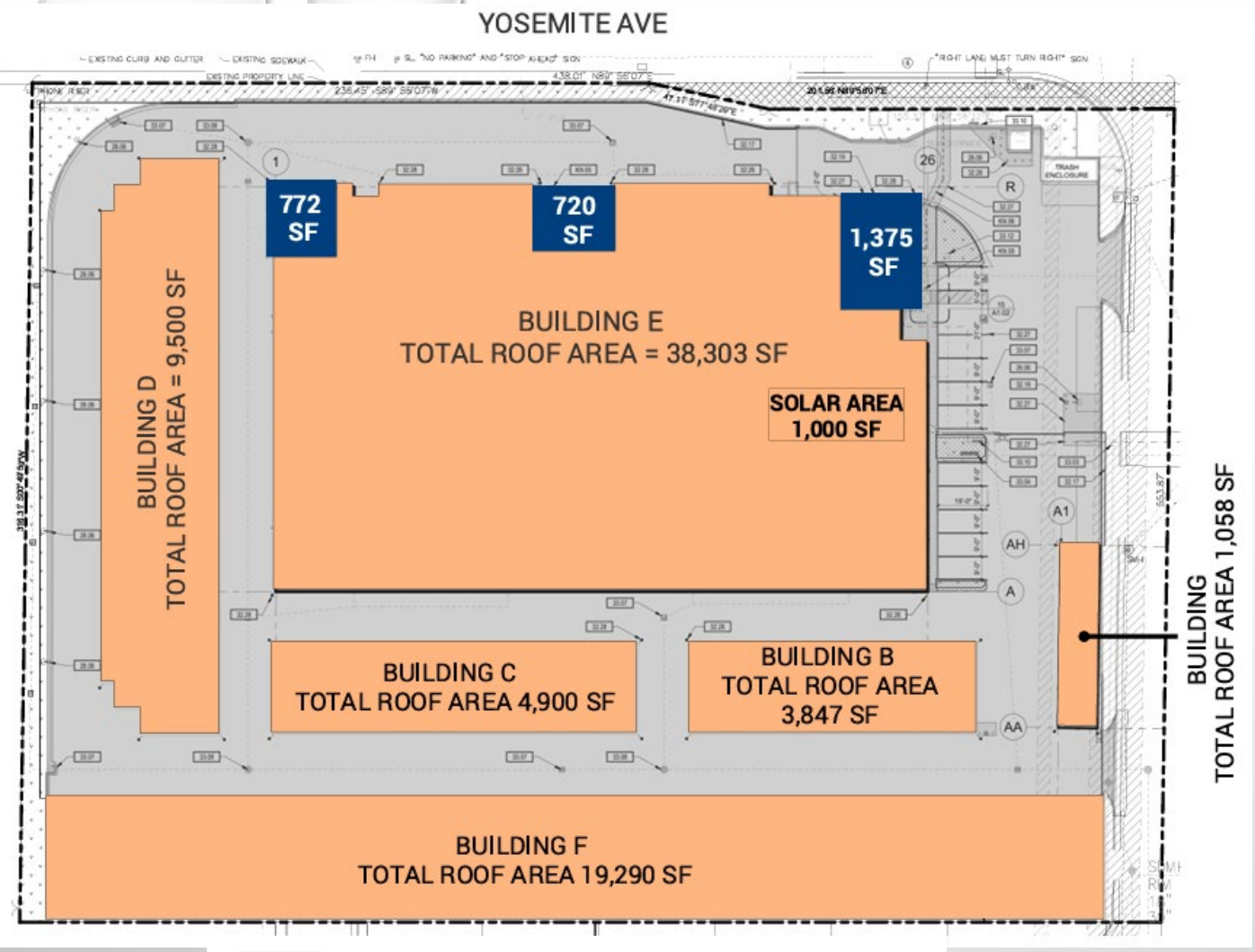
SITE PLAN


FIRE LANE
BUILDING E
FIRE LANE
BUILDING D
BUILDING A
BUILDING C
BUILDING B
FIRE LANE
BUILDING F

LANDSCAPE PLAN

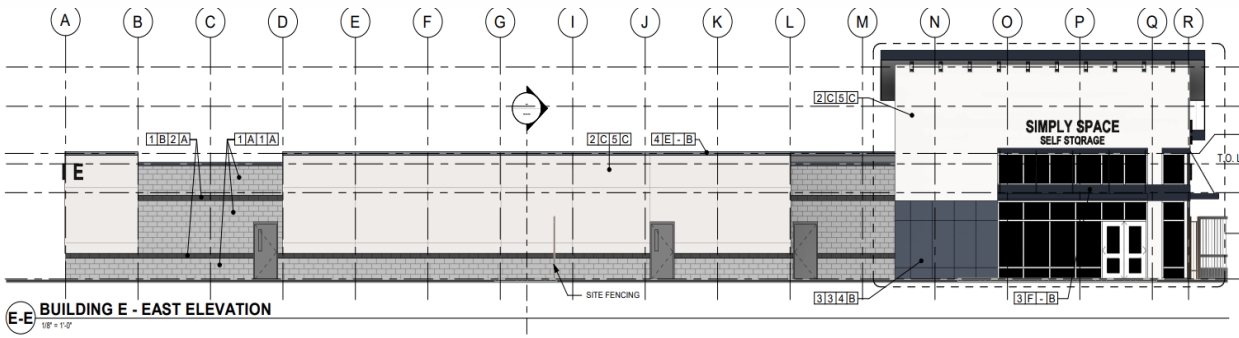


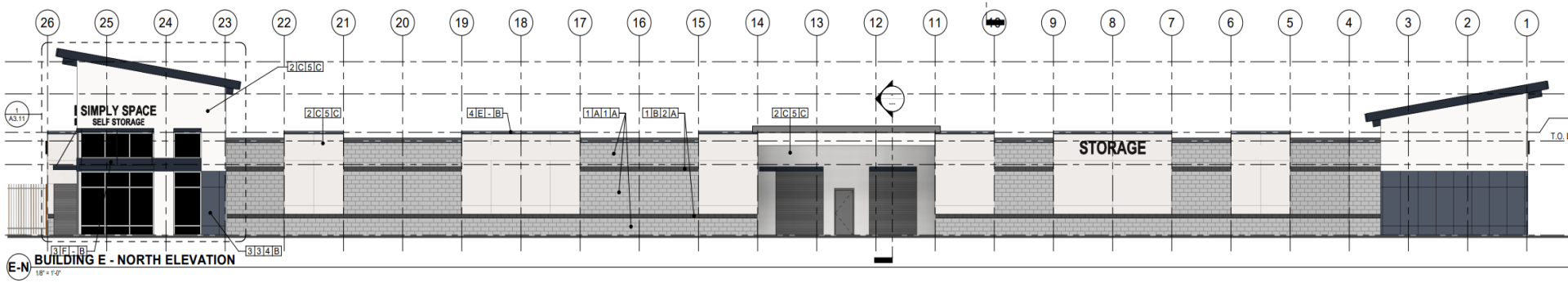
HEAT SINK ANALYSIS

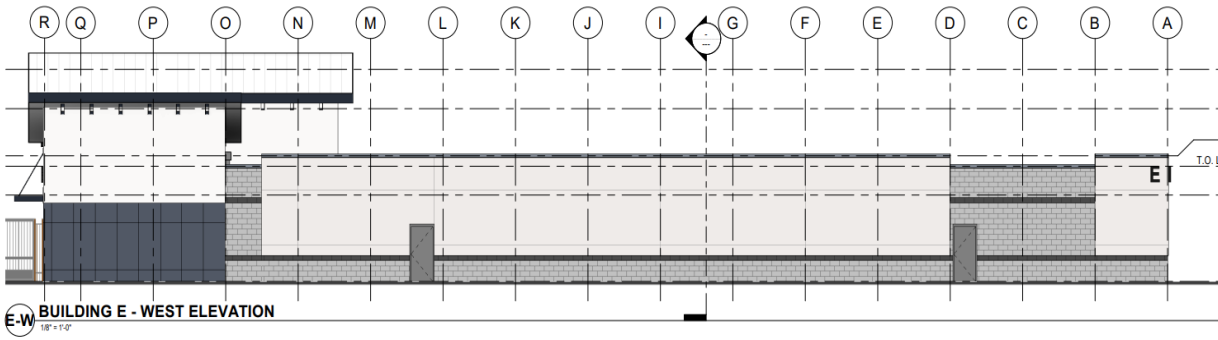


Low Sloped Roof (>2/12 Pitch)
Single Ply TPO Roofing Membrane - White
Aged Solar Reflectivity = 0.68 (0.63 Required)
Aged Emissivity = 0.83 (0.75 Required)

Mid/High Sloped Roof (>2/12 Pitch)
Standing Seam Metal Roof - Pacific Blue
Aged Solar Reflectivity = 0.25 (0.20 Required)
Aged Emissivity = 0.83 (0.75 Required)







Frontage along E. Yosemite Avenue

Office space and storage units with stucco finish with stone veneer accents and large storefront windows


SIMPLY SPACE
SELF STORAGE


SIMPLY SPACE
SELF STORAGE
SIMPLY SPACE
SELF STORAGE

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW #26-0050

- THE PROJECT IS CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT BECAUSE THE PROPOSAL HAS ALREADY BEEN ANALYZED AND ADOPTED BY THE CITY COUNCIL UNDER ENVIRONMENTAL REVIEW #24-25.

CONDITIONS

- CONDITION #10 - ALL LANDSCAPING SHALL BE KEPT HEALTHY AND MAINTAINED IN GOOD CONDITION AND ANY DAMAGED OR MISSING LANDSCAPING SHALL BE REPLACED IMMEDIATELY.
- CONDITION #22 - PARKING LOT LIGHTS AND BUILDING LIGHTS SHALL BE SHIELDED OR ORIENTED IN A WAY THAT DOES NOT ALLOW "SPILL-OVER" ONTO ADJACENT LOTS OR BE A NUISANCE TO ADJACENT RESIDENTIAL PROPERTIES.
- CONDITION #24 - THE SELF-STORAGE FACILITY MAY OPERATE DAILY BETWEEN 7:00 A.M. AND 7:00 P.M.
- CONDITION #25 - DWELLINGS WITHIN THE STORAGE UNITS ARE PROHIBITED

STAFF RECOMMENDATION

- SELF-STORAGE FACILITIES ARE ALLOWED ON THE SUBJECT SITE UNDER THE CITY'S ZONING ORDINANCE WITH APPROVAL OF A SITE PLAN REVIEW PERMIT.
- WITH THE FINDINGS AND CONDITIONS BEING PROPOSED BY STAFF FOR BOTH SITE PLAN REVIEW PERMIT #26-0018 AND MINOR USE PERMIT #26-0030, THE PROPOSED SELF-STORAGE PROJECT IS CONSISTENT WITH THE UNDERLYING ZONING AND LAND USE CLASSIFICATIONS AS WELL AS THE CITY'S CURRENT GENERAL PLAN.
- STAFF CONCURS WITH THE HEAT SINK ANALYSIS CONCLUSION THAT THE PROPOSED SELF-STORAGE FACILITY'S ROOFING BE CONSTRUCTED WITH THE APPROPRIATE SLOPE AND MATERIALS CONSISTENT WITH CALIFORNIA'S 2022 APPLICABLE GREEN BUILDING STANDARDS.
- THE LANDSCAPING PLAN INCLUDES LANDSCAPING THROUGH THE WEST, NORTH AND EAST PERIMETER THAT WILL SERVE AS AN ENHANCED NATURAL BARRIER FROM SURROUNDING USES.

CITY COUNCIL ACTION

ADOPT / MODIFY / DENY:

- **RESOLUTION** APPROVING SITE PLAN REVIEW PERMIT #26-0018, MINOR USE PERMIT #26-0030 AND ENVIRONMENTAL REVIEW #26-0050

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-493 Meeting Date: 6/15/2026

Report Prepared by: Debbie Forte, Water Conservation Coordinator, Public Works

SUBJECT: Public Hearing to Review and Consider the Adoption of the Draft 2025 Urban Water Management Plan and Draft Water Shortage Contingency Plan

REPORT IN BRIEF
Request City Council approve resolutions approving the 2025 Urban Water Management Plan and Water Shortage Contingency Plan following a Public Hearing.

RECOMMENDATION
City Council - Adopt a motion:

A. Adopting **Resolution 2026-36** a Resolution of the City Council of the City of Merced, California, approving and adopting the 2025 Urban Water Management Plan for the City of Merced; and,

B. Adopting **Resolution 2026-37** a Resolution of the City Council of the City of Merced, California, approving and adopting the 2025 Water Shortage Contingency Plan for the City of Merced; and,

C. Authorizing submittal of the Final Plans to the Department of Water Resources.

ALTERNATIVES
1. Approve as recommended by staff; or,
2. Return to staff to review public comments and revise; or,
3. Deny.

AUTHORITY
California Water Code Sections 10608-10656 requires that the City provide an updated Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) every five years. Grant funding is dependent on having an updated UWMP in place.

CITY COUNCIL PRIORITIES
As provided for in the 2025-26 Adopted Budget.

DISCUSSION
At the City Council meeting of February 17, 2026, Blackwater Consulting Engineers, Inc., was selected to update the City's Urban Water Management Plan and Water Shortage Contingency Plan. Draft final reports have been completed and the link (<https://www.cityofmerced.org/departments/public-works/water/urban-water-management-plan>) to

both plans was sent to Merced County, Merced Irrigation District, Merced County Association of Governments, UC Merced, Merced City School District and Merced Union High School District. Staff prepared a Notice of Public Hearing (see Attachment 1), advertised the notice in the newspaper for the required two weeks and prepared resolutions (see Attachments 2 and 3) to adopt the 2025 UWMP and WSCP.

The UWMP Act of the Water Code, Section 10608-10656 states that every urban water supplier that provides water to 3,000 or more customers should make every effort to ensure the appropriate level of water service reliability to meet the needs of its customers during normal, dry, and multiple dry years. The Act requires urban water suppliers to update and submit their adopted UWMP and WSCP to the California Department of Water Resources (DWR) for years ending in zero and five.

Besides being a State requirement for grant funding, the UWMP provides important long-term planning opportunities to optimize the water supply for growth, development, and redevelopment. A dependable water supply is imperative to the economic and social vitality of the City.

Therefore, following the Public Hearing staff recommends adopting the attached resolutions approving the 2025 Urban Water Management Plan and Water Shortage Contingency Plan, including reviewer comments, and authorizing submittal of the Final Plan to the Department of Water Resources.

IMPACT ON CITY RESOURCES

The contract with Blackwater Engineers was agreed upon for $55,751. Funding for the UWMP and WSCP came from the Water Fund 60016060-511012, no additional funds are required.

ATTACHMENTS

1. Notice of Public Hearing
2. Resolution Adopting the 2025 UWMP
3. Resolution Adopting the 2025 WSCP
4. Presentation

CITY OF MERCED
NOTICE OF PUBLIC HEARING ON 2025 URBAN WATER MANAGEMENT PLAN
And WATER SHORTAGE CONTINGENCY PLAN

NOTICE IS HEREBY GIVEN THAT PURSUANT TO THE PROVISIONS OF the Urban Water Management Plan Act, the City of Merced (City) has prepared its 2025 Urban Water Management Plan (UWMP) and 2025 Water Shortage Contingency Plan (WSCP). The 2025 UWMP is a planning document which reports and evaluates water deliveries and uses, water supply sources, and conservation efforts. The 2025 WSCP provides a plan for response to various water supply shortage conditions.

NOTICE IS FURTHER GIVEN that a Public Hearing will be held by the City Council on Monday, June 15, 2026, at 6:00 PM, or as soon thereafter as may be heard, in the City Council Chambers to consider the approval of:

2025 Urban Water Management Plan
&
2025 Water Shortage Contingency Plan

All interested people are invited to attend the meeting. The 2025 UWMP draft and 2025 WSCP draft will be available for public review beginning May 20, 2026. Copies of the 2025 UWMP draft and 2025 WSCP draft will be available on the City's website at:
https://www.cityofmerced.gov/utilities-services/water/urban-water-management-plan

Upon completion of said public hearing, the Plans will be adopted as prepared or as modified.

This notice shall be published once a week for two successive weeks in the Merced County Times.

Dated: May 21, 2026 and May 28, 2026 City of Merced by: Deputy City Clerk Kirsten Waller

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN FOR THE CITY OF MERCED

WHEREAS, the California State Legislature has authorized the City of Merced and other qualifying local public entities to develop a ground water management plan pursuant to Water Code Section 10750, *et seq.*; and,

WHEREAS, pursuant to the Urban Water Management Planning Act, the City Council of the City of Merced has authorized the development of the 2025 Urban Water Management Plan for the City of Merced; and

WHEREAS, staff has developed the 2025 Urban Water Management Plan for the City of Merced; and

WHEREAS, notice of the public hearing on whether or not the City Council of the City of Merced should adopt the 2025 Urban Water Management Plan was duly published, the matter was presented for public hearing at the time, date and place set forth in the notice, all persons desiring to be heard were permitted to present their views orally and in writing to the City Council, and all such comments were duly considered by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Merced hereby adopts the 2025 Urban Water Management Plan for the City of Merced as presented and on file with the City Clerk, and implements the 2025 Urban Water Management Program presented therein.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 202_, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 5/27/2026
City Attorney Date

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RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING AND ADOPTING THE 2025 WATER SHORTAGE CONTINGENCY PLAN FOR THE CITY OF MERCED

WHEREAS, the California State Legislature has authorized the City of Merced and other qualifying local public entities to develop a ground water management plan pursuant to Water Code Section 10750, *et seq.*; and,

WHEREAS, pursuant to the Urban Water Management Planning Act, the City Council of the City of Merced has authorized the development of the 2025 Water Shortage Contingency Plan for the City of Merced; and

WHEREAS, staff has developed the 2025 Water Shortage Contingency Plan for the City of Merced; and

WHEREAS, notice of the public hearing on whether or not the City Council of the City of Merced should adopt the 2025 Urban Water Management Plan was duly published, the matter was presented for public hearing at the time, date and place set forth in the notice, all persons desiring to be heard were permitted to present their views orally and in writing to the City Council, and all such comments were duly considered by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Merced hereby adopts the 2025 Water Shortage Contingency Plan for the City of Merced as presented and on file with the City Clerk, and implements the 2025 Water Shortage Contingency Program presented therein.

///

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///

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 202_, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 5/27/2026
City Attorney Date

X:\Resolutions\2026\Public Works\RESOLUTION Adopting 2026 WSCP.docx



City of Merced

2025 Urban Water Management Plan & 2025 Water Shortage Contingency Plan

Presented by Black Water Consulting Engineers

Presenters



Ryen Simpson, PE

BLACK WATER
CONSULTING ENGINEERS



Bao Cha, EIT

BLACK WATER
CONSULTING ENGINEERS

State Requirements

Urban Water Management Planning Act (AB 797), Water Code Section 10610 – 10657

- Requires urban water suppliers to prepare and adopt an UWMP
  - Urban Water Suppliers = agencies servicing 3,000 or more connections or supplying more than 3,000 acre-feet of water annually
- Update required every 5 years
- Required for eligibility for State grants and loans



Purpose

Evaluate future water demands, assess available supplies, prepare for drought conditions, and identify conservation and infrastructure improvements needed to maintain reliable service.

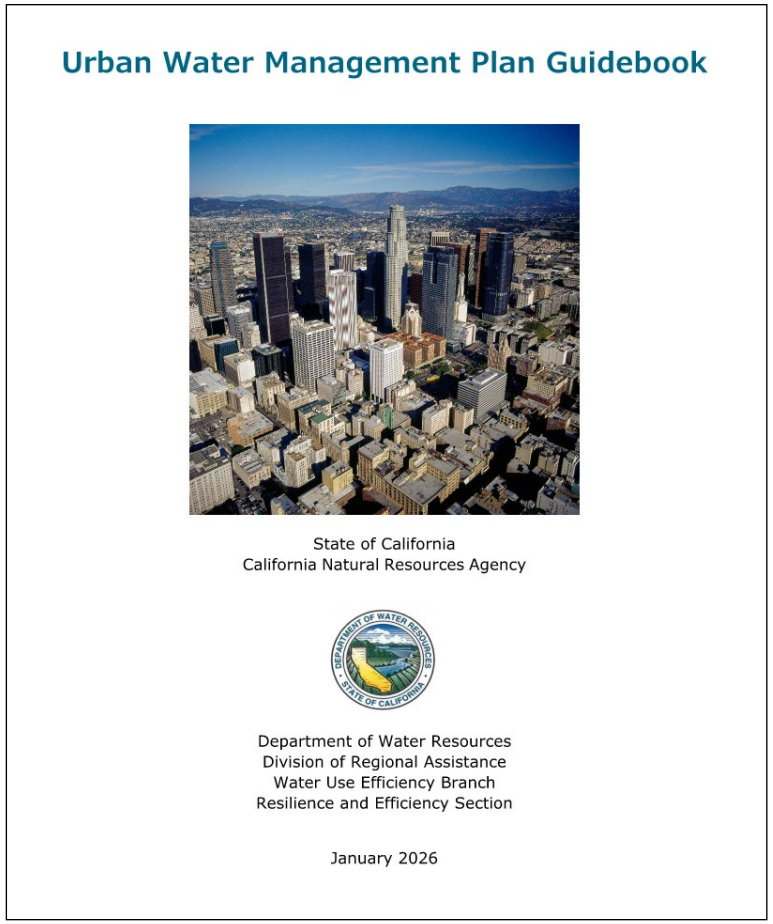
2025 UWMP Overview

Chapter	Key Component
1	UWMP Introduction and Lay Description
2	UWMP Preparation
3	Service Area Description
4	Water Use Characterization
5	SB X7-7 Baseline, 2020 Targets, and 2025 Targeting
6	Normal-Year Water Supply Characterization
7	Water Service Reliability and Drought Risk Assessment
8	Water Shortage Contingency Plan
9	Demand Management Measures
10	UWMP Adoption, Submittal, and Implementation

Changes to UWMP Since 2020

Per Section 1.1 of the UWMP Guidebook, Finalized January 2026:

- Minor Adjustments to Water Code
- Classification for Suppliers to Multiple Public Water Systems
- UWMP Submittal Tables
- 2028 Water Loss Standard Reporting
- Lower-Income Housing Water Use Monitoring Guidance
- Groundwater Recharge and Storage Reporting Guidance



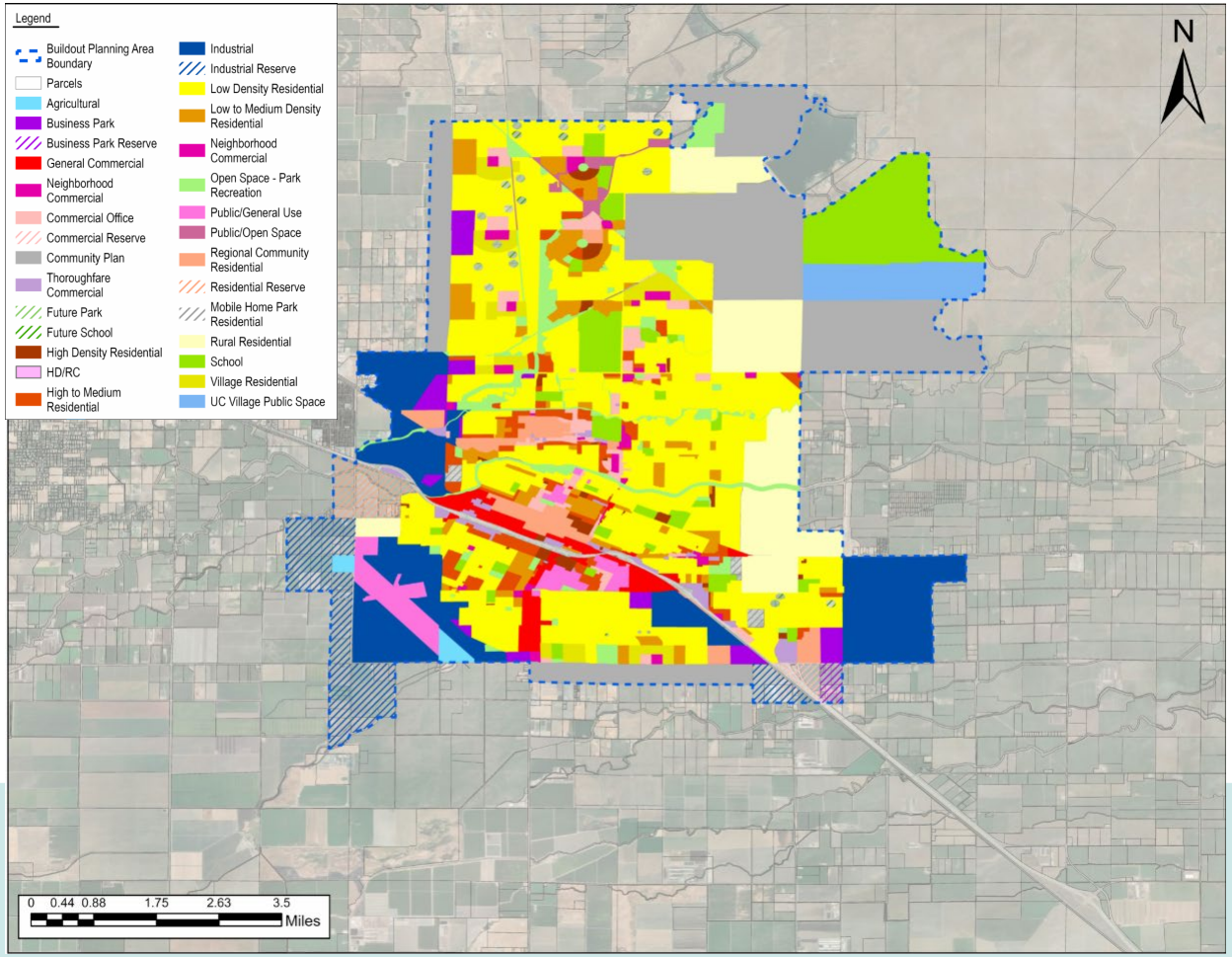
System Description

2025 Municipal Connections 2025: 24,818

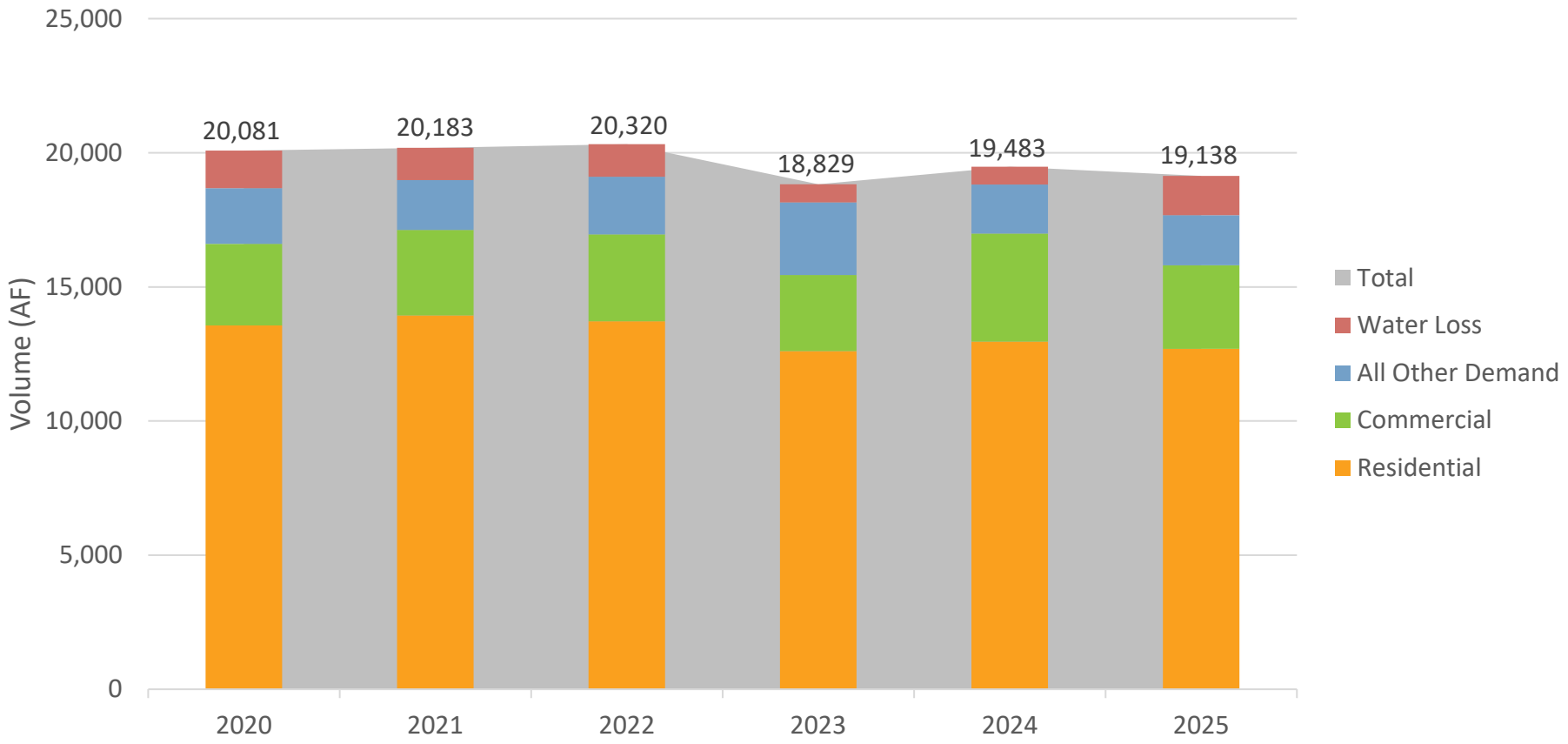
2025 Volume of Water Supplied:
19,138 Acre Feet or 6,236 Million Gallons

98,030 Residents

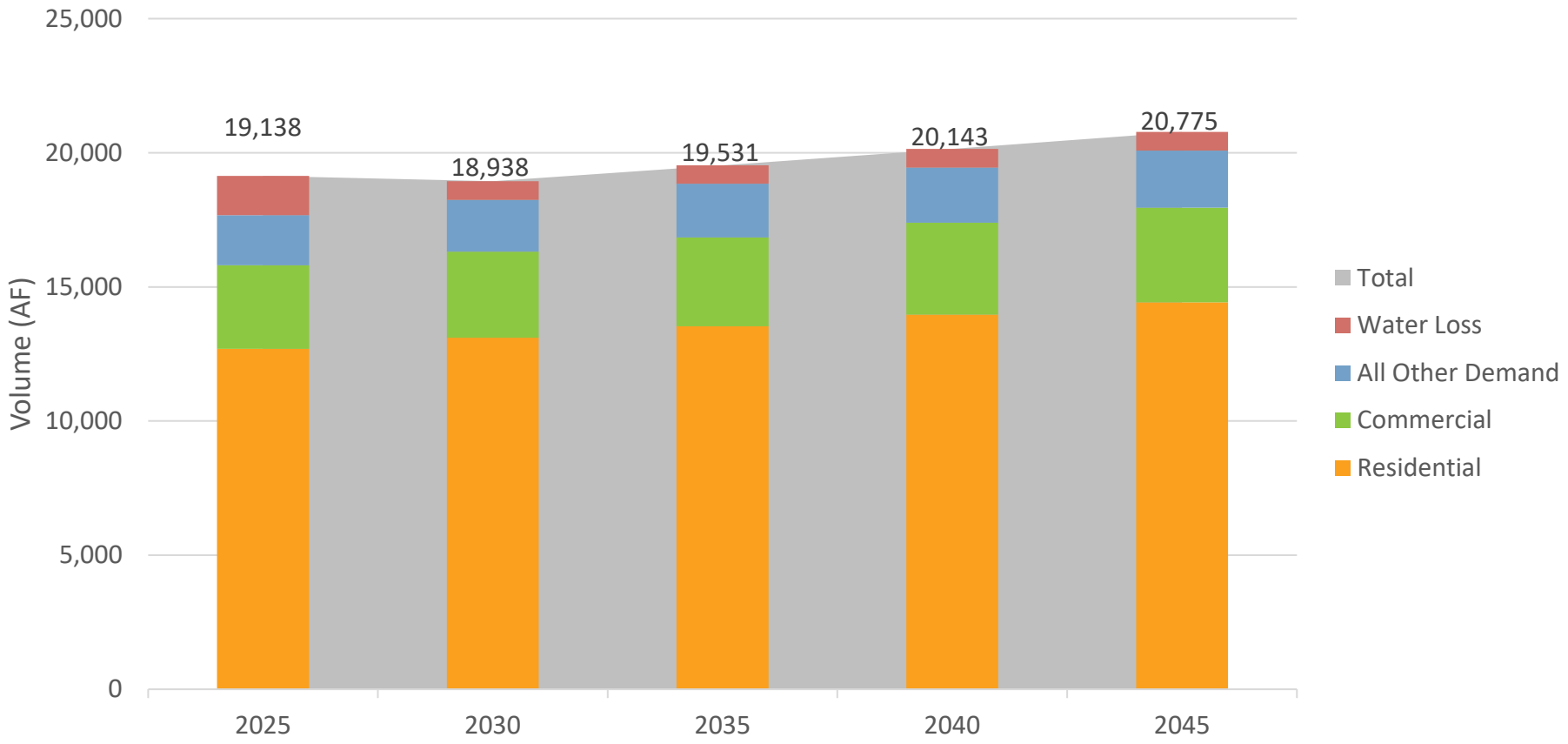
Water Use Categories include Single Family, Multi-Family, Commercial, Industrial, Landscape, Other, and Water Loss



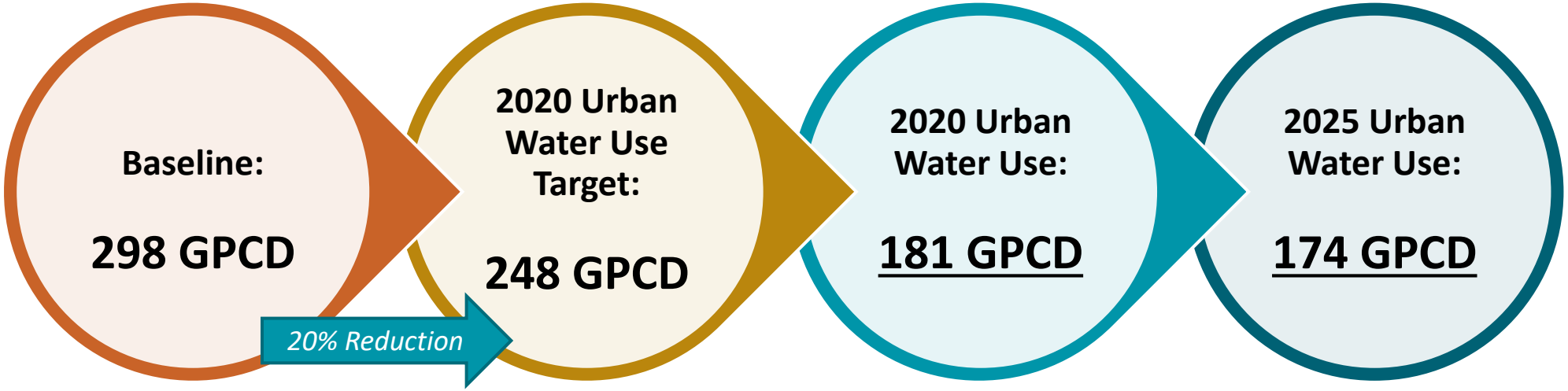
Historical & Current Water Usage



Current & Projected Water Usage



Senate Bill X7-7 Water Use Reduction Compliance



- Baseline daily per capita water use
- Average from 2001-2010

- 20% reduction from baseline daily per capita water use

Target Met!
City eligible to receive a water grant or loan from the State

2028 Real Water Loss Standard

As per Senate Bill 555, each urban retail water supplier will be required to comply, by 2028, with an individualized volumetric water loss standard for the supplier's real loss. Each supplier's standard was calculated using the economic model developed by the State Water Board and the supplier's own unique data.



Water Supply & Reliability

Existing Groundwater Supply

- 21 Active Wells
- Total Well Capacity approximately 56,900 gallons per minute (gpm)

Future Groundwater Supply

- 4 Planned Wells
- Well Capacity approximately 2,500 gpm each

Future Surface Water Supply

- Planned Construction of a Surface Water Treatment Plant
- Capable of producing 10 mgd



Water Shortage Contingency Plan

- Stand-alone document included with the UWMP
- Provides plan to identify and respond to potential water shortage
- Currently the City has enacted Water Shortage Level 2 to mitigate the total amount of water usage across the City.
- Demand Reduction Actions (DRAs) are being implemented to reach these goals as per the Water Shortage Contingency Plan and the City's Ordinance.

Water Shortage Contingency Plan Levels		
Water Shortage Level	**Percent Shortage Range**	**Shortage Response Actions**
1	Up to 10%	Prohibits outdoor water wasting activities. Commercial and industrial water conservation measures.
2	Up to 20%	Increases landscape irrigation limits.
3	Up to 30%	Increases landscape irrigation limits.
4	Up to 40%	Increases landscape irrigation limits.
5	Up to 50%	Prohibits most landscape irrigation.
6	> 50%	Prohibits all landscape irrigation.

Demand Management Measures (Water Conservation)

- Water Waste Prevention Ordinances
- Water Metering
- Conservation Pricing
- Public Education and Outreach
- Water Audits
- Program Coordination and Staffing Support
- Additional DMMs
    - Residential Plumbing Retrofit
    - Washing Machine Rebate
    - Commercial, Industrial, and Institutional Conservation Programs
    - Turf Replacement Initiative



Adoption, Submittal, and Implementation Process

Initial Preparation Notices

April 6, 2026

Two Newspaper Notices

May 20 & May 27, 2026

Presentation and Public Hearing

June 15, 2026

Adopt 2025 UWMP and WSCP

- Within 30 days, submit documents to DWR, California State Library, and other local agencies.
- Documents will be available for public review.

Questions?

THANK YOU

ADMINISTRATIVE REPORT

File #: 26-218 Meeting Date: 6/15/2026

Report Prepared by: Jeff Frederick, Public Works Manager - Tax Services

SUBJECT: Public Hearing on the Various Maintenance Districts' Engineer's Reports and Budgets for Fiscal Year 2026/2027 with Adoption of Resolution for Approval, Confirmation, and Adoption of the Engineer's Reports for the Various Maintenance Districts as Originally Submitted or as Modified

REPORT IN BRIEF

Considers adopting a Resolution approving, confirming, and adopting Engineer's Reports and Budgets for Maintenance Districts after the close of the Public Hearing and directing staff to come back to Council with cost information for an assessment ballot proceeding to establish a CPI increase for six Maintenance Districts.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2026-28**, a Resolution of the City Council of the City of Merced, California, approving, confirming, and adopting Engineer's Reports on Maintenance Districts; and,

B. Directing staff to gather cost and returning to Council for approval of an assessment ballot proceeding to establish a CPI increase for the following Maintenance Districts: East College Homes, Yosemite Village, Pleasanton Park, Fahren's Park I, Olivewood, Campus North, and Hansen Park.

ALTERNATIVES

1. Approve as recommended by Staff; or,
2. Return to staff with specific direction; or,
3. Deny.

AUTHORITY

Chapter 26 of Part 3 of Division 7 of the State of California Streets and Highway Code provides the applicable general law for Maintenance Districts; and,

Article I (alternative method for the levy of benefit assessments) of Title 13 Division VIII, of the Merced Municipal Code (MMC) dealing with Maintenance Districts, provides for subsequent modification to exiting Maintenance Districts; and,

Initiative Measure (Proposition 218, Sections 2,3,4,5, and 6) approved at the November 5, 1996 election, and also known as, the "Right to Vote on Taxes Act," provides for assessment ballot proceedings.

CITY COUNCIL PRIORITIES
Addresses City Administrative Priority for Maintenance District Funding.

DISCUSSION
The Fiscal Year 2026/2027 budgets and engineer's reports on the various Maintenance Districts are complete and expenses are balanced with available revenue.

They are available upon request for review and have been submitted to the City Clerk's office, as required by Merced Municipal Code Sections 13.62.130 and 13.62.150.

Several Districts will continue to benefit from existing operating reserve funds, as well as a consumer price index (CPI) increase adjustment of 2.9%. Attachment 2 is a summary of the budgets and assessment levies.

LED Light Conversion

The budget includes $44,231 in carry over funding for LED streetlight conversions. The benefits for converting to LED lights are energy efficiency, longer lifespan of the light, a quicker start of the light, and better visibility for residents after dark.

The funding for this project has been budgeted in the Districts below, which also shows the breakdown of cost to each District.

District	Amount
Paulson Place	$1,597
Ronnie	$831
Fahren's Park II	$35,668
Sky Moss	$5,919
Vista Del Sol	$216
Total	**$44,231**

Sidewalk, Curb/Gutter Replacement

The budget includes $62,625 in funding for sidewalk and curb/gutter replacement and repairs. Issues with lifting sidewalks and curbs/gutters need to be addressed for safety concerns, aesthetics, and improved function.

The funding for this project has been budgeted in the Districts below, which also shows the breakdown of cost to each District.

District	Amount

Silverado	$25,000
Sunset West	$25,000
Sequoia Hill	$9,729
Vista del Sol	$2,896
TOTAL	**$62,625**

Tree Work

The budget includes $171,864 in funding for tree trimming/removal and replacement. Issues with lifting sidewalks and curbs/gutters from tree roots need to be addressed for safety concerns and aesthetics. Trimming of the eucalyptus trees in the Fahren's Park II basin continues each year for cleanup and health of the trees.

The funding for this project has been budgeted in the Districts below, which also shows the breakdown of cost to each District.

District	**Amount**
Sunset West	$3,131
Landscape District 1	$5,000
Mansionette	$10,000
Las Brisas	$10,667
Fahren's Park II	$100,000
La Bella Vista	$8,073
Davenport	$7,625
Yosemite Gateway	$16,000
Vista del Sol	$11,368
TOTAL	**$171,864**

Landscape Maintenance Services

Landscape maintenance services provided by a contractor at Quail Creek, Oakmont #3, and Northwood Village Districts will be able to increase scheduled maintenance to weekly, and Ridgeview Meadows will increase scheduled maintenance to bi-weekly, due to the successful ballots to increase assessments. Village Landing and Mansionette will have service frequency increased from monthly to bi-weekly.

Campus North will continue to receive clean up twice during the year. Pleasanton Park will have a decrease in service from monthly to quarterly. These Districts had assessment ballot hearings to increase the annual assessment levies that were not approved by the property owners by a majority vote.

Hansen Park and Olivewood will continue to be completed on a will-call basis, commensurate with

available funding. Due to the quantity of mature landscape within these Districts, and the disparity between expenditures and revenue, maintaining existing vegetation within available funding continues to be a challenge.

Staff will continue to explore ways of reducing expenditures, as well as being proactive in maximizing revenues. As in year's past staff will explore the availability of partnering with volunteer service groups for future landscape activities.

Fahren's Park I

Fahren's Park I had an assessment ballot hearing to increase the annual assessment levy that was not approved by the property owners by a majority vote. Also, Public Works staff identified an error of the City contributing 90% of maintenance cost for this District which has been removed from the Fiscal Year 2026/2027 budget for this District. Therefore, landscape maintenance services are being reduced from bi-weekly to quarterly, irrigation will only be on for three months during the Summer, and no funds will be allocated for Pump Replacement.

Underfunded Districts

There are seven Maintenance Districts that are currently underfunded and have no CPI increase. This has resulted in reduction of services, cutting back or turning off irrigation, no funds for storm pump maintenance, and the possibility of stopping services altogether. These Districts have less than two year's operating expenses in their fund reserve balance. It is our recommendation that the following Districts be considered for going out to ballot so the residents of these areas can vote on establishing a CPI increase. Those Maintenance Districts are: East College Homes, Yosemite Village, Pleasanton Park, Fahren's Park I, Olivewood, Campus North, and Hansen Park.

History and Past Actions

Maintenance Districts were originally established to pay for the operation and maintenance costs associated with maintaining storm drainage systems, street lighting, and aesthetically pleasing landscaping to open spaces such as park strips and street center-islands.

Property owners within these identified Districts are levied annual assessments against each lot or parcel of land to cover these expenses.

Proposition 218, enacted by the voters in 1996, requires the City to conduct an assessment ballot proceeding in order to levy increased assessments, beyond the allowed adjustment, based on the United States Department of Labor's All Urban Consumers-Western Region CPI report.

Each year City Council must hold both a public meeting and public hearing on the various Maintenance Districts' budgets for the coming fiscal year before final adoption of the budget.

The approval process for Districts with no increase in assessment above the allowable CPI is as follows:

· Public Works Department determines annual budget costs by District;

- Engineer prepares annual report and assessment spread;
- Council adopts resolution approving Engineer's Reports and sets dates for public meeting and public hearing;
- Council seeks public input at public meeting, but takes no other action;
- Following a public hearing, Council adopts resolution approving, confirming, and adopting Engineer's Reports.

The approval process for Districts with an increase in assessment above the allowable CPI is as follows:

- Public Works Department determines annual budget costs by District;
- Engineer prepares annual report and assessment spread;
- If the proposed increase in annual assessments is greater than the amount allowed under Proposition 218, then an assessment ballot proceeding must be held. Assessments remain at the previous year's rate, until the legal ballot process is followed;
- Notices and ballots are mailed 45-days prior to the scheduled public hearing;
- Council holds a public hearing to determine voter approval of increased assessments and the public hearing is continued to a subsequent meeting to allow time to open and tally the sealed ballots;
- Following the "continued" public hearing, Council adopts a resolution approving, confirming, and adopting the Engineer's Reports based on the results of the ballots.

In closing, operating budgets are balanced with available revenue and/or fund balance reserves. The CPI adjustment increase to budgets with previously held successful ballot proceedings will be 2.9%.

IMPACT ON CITY RESOURCES

Budget appropriations are not required. Funding is provided in the Proposed Fiscal Year 2026-2027 Budget.

ATTACHMENTS

1. Resolution 2026-28
2. Budget Summary Report
3. Maintenance Districts FY-2026-2027 Presentation

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING, CONFIRMING AND ADOPTING ENGINEER'S REPORTS ON MAINTENANCE DISTRICTS

WHEREAS, pursuant to the provisions of the Merced Municipal Code (Chapter 13.62), the City Engineer caused to be prepared and filed with the City Clerk a report, in writing, for fiscal year 2026-2027 which provides the basis for the levy of benefit assessments for the cost of maintenance and operation on all lots or parcels of property within Campus North, Cypress Terrace, Davenport Ranch, Deer Park Storm Drainage, Downtown Landscape, East College Homes Storm Drainage, Fahrens Park, Fahrens Park 2, Glen Haven Park, Hansen Park, La Bella Vista, Landscape District No. 1, Las Brisas, Lowes, Mansionette, Merced Auto Center, Moss Landing Storm Drainage, Northwood Village No. 1, Phase 2 Landscape, Oakbrook Storm Drainage, Oakmont #3, Oakmont Village, Olivewood Storm Drainage, Paulson Place, Pleasanton Park No. 2 Landscape, Quail Creek Landscape, Quail Run, Ridgeview Meadows, Ronnie, Sequoia Hill, Silverado, Sky Moss, Sunset West, Villa Santa Fe Storm Drainage, Village Landing Landscape, Village West Storm Drainage, Vista Del Sol, West Creek, Yosemite Gateway, and Yosemite Village Storm Drainage Maintenance Districts; and,

WHEREAS, the City Clerk, in accordance with Resolution No. 2026-___ adopted April 6, 2026, has caused notice of hearings on said City Engineer's reports to be given in accordance with Section 13.62.190 of the Merced Municipal Code and state law; and,

WHEREAS, the Council has held two hearings and heard all objections, protests or other communications from any person interested in the real property within said districts, has taken and received oral and documentary evidence pertaining to the matters contained in said reports and has remedied and corrected any errors or informalities in the reports and revised and corrected any of the acts or determinations of the various City officials as contained therein.

/ / /

/ / /

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council does hereby overrule any and all protests to said City Engineer's reports.

SECTION 2. That the City Engineer's reports, and each of the assessments therein as duly revised and corrected, are approved, confirmed and adopted.

SECTION 3. That the Engineer's reports together with the certificate of the City Clerk as to the fact and date of approval by this Council, shall forthwith be delivered to the Finance Officer who shall thereafter deliver said reports to the officer of the County of Merced designated by law to extend city taxes upon the tax roll, and the proper county officer shall cause to be posted on the tax rolls, in the column provided therefore, the amount of each of the assessments proposed to be levied and collected for said fiscal year heretofore set forth.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2026, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 3/9/2026
City Attorney Date

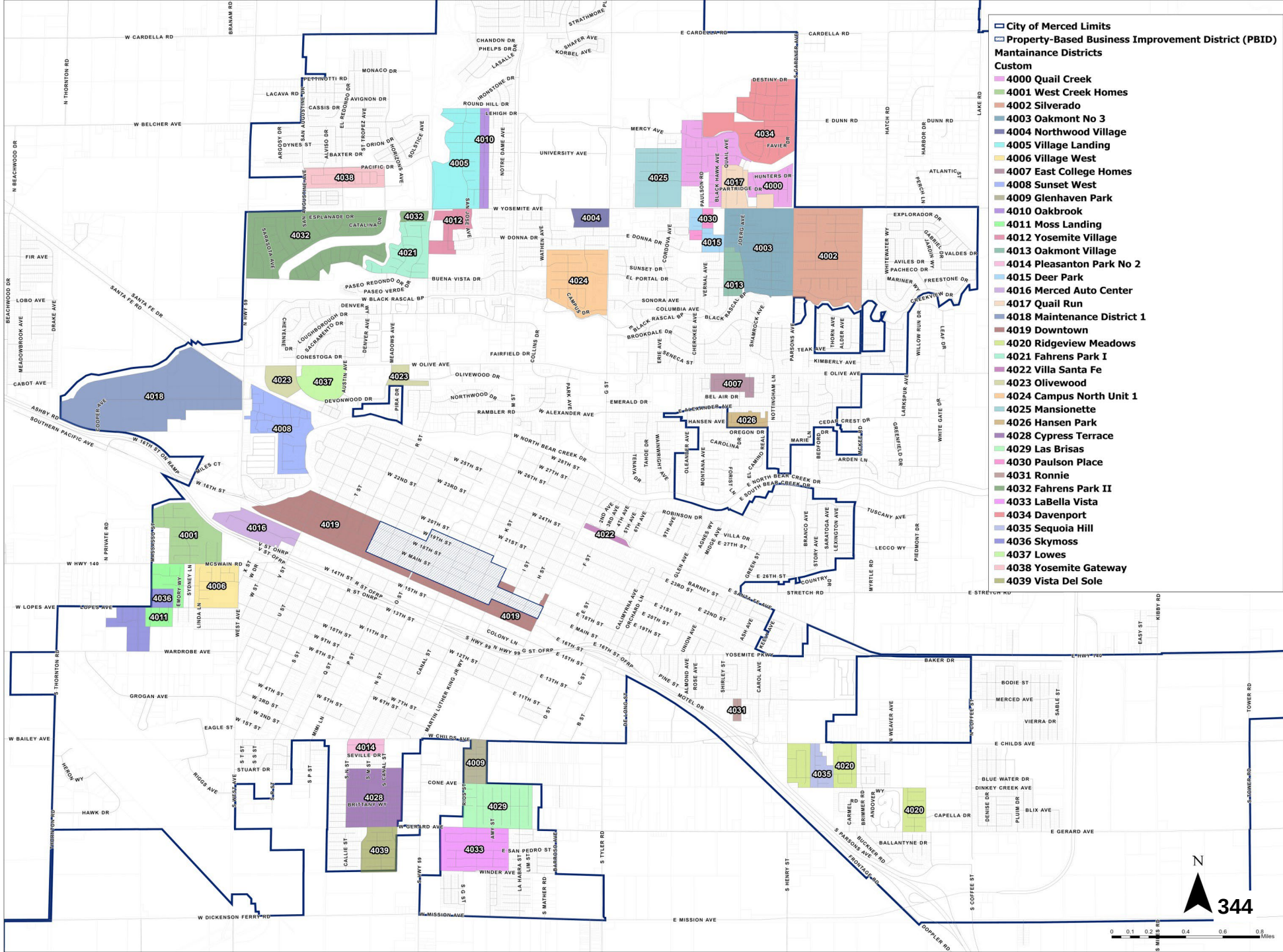
			Fiscal Year 2025/2026						Fiscal Year 2026/2027								
New Fund #	District Name	Service Type	Approved Budget	Approved Assessment	Proposed Abeyance	City Share	Fund Balance Used	Estimated Ending Balance 6/30/26	City Share	Proposed Assessment	Revenue Budget	Expense Budget	Engineer's Estimated Ending Balance as of 6/30/27	Fund Balance Used	Projected Pump Reserve as of 3/4/26	Prop 218 Ballot Fiscal Year	Comments: CPI shown for Successful Ballots
4000	Quail Creek	L	52,425	52,425			-	55,881		73,129	73,129	73,129	55,881	-	N/A	25/26	CPI on 12/1/25 was 343.789
4001	West Creek Homes 1	B	15,924	15,924		-	-		-	16,110	16,110	16,110		-		00/01	CPI on 3/1/00 was 173.4
	West Creek Homes 2	SD	1,651	1,651		-	-	55,317	-	1,465	1,465	1,465	55,317	-	30,292	00/01	CPI on 3/1/00 was 173.4
4002	Silverado #1	B	112,640	87,640		-	25,000	157,153	-	92,635	92,635	104,379	145,409	11,744	28,272	00/01	CPI on 3/1/00 was 173.4
4003	Oakmont No 3	L	35,718	35,718		-	-	33,273	-	58,890	58,890	58,890	33,273	-	N/A	25/26	CPI on 12/1/25 was 343.789
4004	Northwood Village	L	6,629	6,629		-	-	3,378	-	13,609	13,609	13,609	3,378	-	N/A	25/26	CPI on 12/1/25 was 343.789
4005	Village Landing	L	16,406	16,406		-	-	36,317	-	16,406	16,406	16,406	36,317	0	N/A	03/04	CPI on 3/1/03 was 188.1
4006	Village West	SD	6,498	5,191		-	1,307	30,758	-	5,191	5,191	14,505	21,444	9,314	29,235	N/A	No Previous Ballot
4007	E College Homes	SD	3,262	3,262		-	-	4,077	-	3,262	3,262	3,262	4,077	-	25,195	25/26	Ballot Failed 1/20/26
4008	Sunset West	B	59,748	39,000		-	20,748	102,014	-	43,000	43,000	63,634	81,380	20,634	33,498	01/02	CPI on 3/1/01 was 180.1
4009	Glenhaven Park	SD	3,792	3,792		-	-	41,162	-	3,792	3,792	3,792	41,162	0	27,299	N/A	No Previous Ballot
4010	Oakbrook	SD	7,638	7,638		-	-	12,681	-	12,638	12,638	12,638	12,681	0	26,954	25/26	CPI on 12/1/25 was 343.789
4011	Moss Landing	SD	7,638	7,638		-	-	34,943	-	7,638	7,638	7,638	34,943	-	26,897	18/19	CPI on 3/1/18 was 260.9
4012	Yosemite Village	SD	4,526	4,505		-	21	12,204	-	4,505	4,505	5,768	10,941	1,263	28,976	N/A	Ballot Failed 2/13
4013	Oakmont Village	SD	8,390	8,390		-	-	36,320		8,390	8,390	15,714	28,996	7,324	20,697	00/01	CPI on 3/1/00 was 173.4
4014	Pleasanton Park	L	5,046	4,843		-	203	5,964		4,843	4,843	4,843	5,964	0	N/A	25/26	Failed 12/1/08, 6/19/17 & 1/20/26
4015	Deer Park 1&2	SD	5,069	4,023		-	1,046	44,878		4,023	4,023	5,501	43,400	1,478	29,390	N/A	No Previous Ballot
4016	Merced Auto Center	B	16,642	3,855		12,787	-	8,680	15,992	3,855	19,847	19,847	8,680	-	5,051	25/26	Ballot Failed 12/1/08 & 1/20/26
4017	Quail Run	SD	12,537	12,537			-	107,595		12,537	12,537	12,537	107,595	-	38,952	98/99	CPI on 2/1/98 was 163.2
4018	Landscape District 1	L	991	991			-	18,692		991	991	6,336	13,347	5,345	N/A	N/A	No Previous Ballot
4019	Downtown Area 1	L	50,679	50,537						50,537	50,537	50,537					
	Downtown Area 2	L	40,109	40,109			142	100,528		40,109	40,109	40,109	100,528	0	N/A	N/A	Ballot Failed 6/7/04
4020	Ridgeview Meadows	B	11,464	11,464			-	6,012		27,545	27,545	27,545	6,012	-	26,028	25/26	CPI on 12/1/25 was 343.789
4021	Fahrens Park	B	40,087	5,400		32,228	2,459	45,419		5,400	5,400	21,482	29,337	16,082	28,131	25/26	Ballot Failed 1/20/26
4022	Villa Santa Fe	SD	571	571			-	13,666		571	571	571	13,666	0	N/A	N/A	No Previous Ballot
4023	Olivewood	B	6,790	1,532		5,049	209	3,352	3,916	1,532	5,448	5,661	3,139	213	11,807	25/26	Failed 12/1/08, 2/7/17 & 1/20/26
4024	Campus North	B	15,225	15,225			-	14,488		15,669	15,669	15,669	14,488	0	12,431	25/26	Failed 12/1/08, 2/7/17 & 1/20/26
4025	Mansionette	B	33,592	33,592		-	-	71,470		36,000	36,000	36,000	71,470	-	9,828	17/18	CPI on 2/1/17 was 252.5
4026	Hansen Park	B	4,177	4,177		-	-	4,244	-	4,177	4,177	4,177	4,244	0	4,512	25/26	Failed 12/1/08, 6/19/17 & 1/20/26
4028	Cypress Terrace	SD	2,056	2,056		-	-		-	2,246	2,246	2,246				02/03	CPI on 8/1/02 was 185.8
	Cypress Terrace	B	69,148	69,148		-	-	85,294	-	68,958	68,958	68,958	85,294	-	18,448	02/03	CPI on 8/1/02 was 185.8
4029	Las Brisas	B	70,645	70,645		-	-	90,818	-	74,597	74,597	74,597	90,818	-	24,447	98/99	CPI on 7/1/98 was 164.3
4030	Paulson Place Zone 1	B	11,560	7,560		-			-	7,846	7,846	10,962				00/01	CPI on 3/1/00 was 173.4
	Paulson Place Zone 2	SD	514	514		-	4,000	18,386	-	514	514	750	15,034	3,352	21,198	00/01	CPI on 3/1/00 was 173.4
4031	Ronnie	SD	6,994	4,399		-	2,595	80,058	-	4,399	4,399	5,594	78,863	1,195	27,234	00/01	CPI on 8/1/00 was 175.9
4032	Fahrens Pk 2 Zone 1	B	348,048	181,643		-			-	189,433	189,433	275,101				00/01	CPI on 8/1/00 was 175.9
	Fahrens Pk 2 Zone 2	SD	1,357	1,357		-	166,405	330,888	-	1,694	1,694	1,694	245,220	85,668	36,991	00/01	CPI on 8/1/00 was 175.9
4033	LaBella Vista	B	46,684	46,684		-	-	48,267	-	52,600	52,600	52,600	48,267	-	16,310	02/03	CPI on 5/1/02 was 185.0
4034	Davenport Ranch	B	3,228	3,228		-	-		-	3,375	3,375	3,375				02/03	CPI on 7/1/02 was 184.7
	Davenport Ranch	B	2,421	2,421		-	-		-	2,531	2,531	2,531				02/03	CPI on 7/1/02 was 184.7
	Davenport Ranch	B	75,058	75,058		-	-	68,960	-	78,470	78,470	78,470	68,960	-	12,865	02/03	CPI on 7/1/02 was 184.7
4035	Sequoia Hill	B	32,265	15,000		-	17,265	95,656	-	19,000	19,000	26,862	87,794	7,862	13,460	02/03	CPI on 8/1/02 was 185.8
4036	Skymoss	SD	6,284	3,180		-			-	3,211	3,211	6,170				03/04	CPI on 9/1/03 was 189.6
	Skymoss	B	11,054	7,950		-	6,209	109,865	-	9,984	9,984	12,944	103,946	5,919	14,046	03/04	CPI on 9/1/03 was 189.6
4037	Lowe's	B	19,362	18,000		-	1,362	70,687	-	18,964	18,964	18,964	70,687	0	13,047	05/06	CPI on 3/1/04 was 192.2
4038	Yosemite Gateway 1	B	40,254	40,254		-	(0)		-	40,926	40,926	40,926				05/06	CPI on 1/1/04 was 189.0
	Yosemite Gateway 2	B	22,856	22,856		-	0	119,803	-	23,238	23,238	23,238	119,803	-	7,454	05/06	CPI on 1/1/04 was 189.0
4039	Vist Del Sol	B	62,132	32,132		-	30,000	123,309	-	35,000	35,000	35,000	123,309	-	16,308	05/06	CPI on 3/1/04 was 192.2
	Total		**$ 1,417,784**	**$ 1,088,750**	**$ -**	**$ 50,064**	**$ 278,971**	**$ 2,302,457**	**$ 19,908**	**1,205,435**	**$ 1,225,343**	**1,402,736**	**2,125,064**	**$ 177,393**	**$ 665,253**	N/A	N/A

Report For Public Hearing
Maintenance Districts
Fiscal Year 2026/2027
Engineer's Reports & Budgets

Maintenance Districts

- The City of Merced has 39 Maintenance Districts
- Individual District Engineer's Reports were made available upon request at the City Clerk's Office

Maintenance Districts Map



Budget Highlights

- Quail Creek, Oakmont #3, Ridgeview Meadows, and Northwood Village – Landscape service increased to weekly
- Mansionette and Village Landing – Landscape service increased to bi-weekly
- Fahren's Park I – Landscape service reduced from bi-weekly to quarterly
- Pleasanton Park – Landscape service reduced from monthly to quarterly
- Preventative maintenance and repairs for many storm pump stations
- Planting projects and irrigation controller updates

Budget Highlights

- LED Lighting Replacement Project - City Council Goals and Priorities for Brighter Streets (Carry-over)

DISTRICT NAME	AMOUNT
Paulson Place	$1,597
Ronnie	$831
Fahren's Park II	$35,668
Skymoss	$5,919
Vista Del Sol	$216
TOTAL:	**$44,231**





Budget Highlights

- Sidewalk/curb/gutter repair and replacement

DISTRICT NAME	AMOUNT
Silverado	$25,000
Sunset West	$25,000
Sequoia Hill	$9,729
Vista del Sol	$2,896
TOTAL:	**$62,625**



Budget Highlights

- Tree trimming, removal and replacement

DISTRICT NAME	AMOUNT
Sunset West	$3,131
Landscape District #1	$5,000
Mansionette	$10,000
Las Brisas	$10,667
Fahren's Park II	$100,000
La Bella Vista	$8,073
Davenport	$7,625
Yosemite Gateway	$16,000
Vista del Sol	$11,368
TOTAL:	**$171,864**



Budget Highlights

- Fahren's Park I
  - Landscape services reduced from bi-weekly to quarterly
  - Irrigation for 3 months during Summer
  - No funds for replacement expense
  - This level of funding can be sustained for two years using District reserves

2026/2027 ENGINEER'S REPORT AND BUDGET
FAHRENS PARK
MAINTENANCE DISTRICT
BUDGET ACCOUNT NO. 40216100

ITEM	AMOUNT
MATERIALS, SUPPLIES & SERVICES	$21,482.00
REPLACEMENT EXPENSE	$0.00
TOTAL BUDGET	$21,482.00
PRIOR YEAR ADJUSTMENT (Deduct from Reserves)	($16,082.00)
DISTRICT ASSESSMENT	$5,400.00
TOTAL ASSESSABLE UNITS	171
ASSESSMENT PER UNIT	$31.58

Consideration For Future Ballot

New Fund #	District Name	Prop 218 Ballot Fiscal Year	Comments: CPI shown for Successful Ballots
4007	E College Homes	25/26	Ballot Failed 1/20/26
4012	Yosemite Village	N/A	Ballot Failed 2/13
4014	Pleasanton Park	25/26	Failed 12/1/08, 6/19/17 & 1/20/26
4021	Fahrens Park	25/26	Ballot Failed 1/20/26
4023	Olivewood	25/26	Failed 12/1/08, 2/7/17 & 1/20/26
4024	Campus North	25/26	Failed 12/1/08, 2/7/17 & 1/20/26
4026	Hansen Park	25/26	Failed 12/1/08, 6/19/17 & 1/20/26

Questions?



ADMINISTRATIVE REPORT

File #: 26-466 Meeting Date: 6/15/2026

Report Prepared by: Suzanne Fierro, Human Resources Manager

SUBJECT: Public Hearing - Status of Vacancies and Recruitment Strategies for the City of Merced Pursuant to Assembly Bill 2561

REPORT IN BRIEF
Staff to Report on Status of Vacancies and Recruitment Strategies for the City of Merced Pursuant to Assembly Bill 2561.

RECOMMENDATION
City Council hold a public hearing to receive the report on the status of vacancies and recruitment strategies for the City of Merced pursuant to Assembly Bill 2561 and Government Code 3502.3.

ALTERNATIVES
No Council motion or Approval is necessary for this item.

DISCUSSION
Background

AB 2561 was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the bill mandates that public agencies present the status of vacancies and recruitment and retention efforts during a public hearing before the agency's governing body once per fiscal year. The bill was enacted into law and is codified at Government Code section 3502.3.

In compliance with the legal obligations set forth under Government Code 3502.3, the City is required to do the following:

1. **Public Hearing:** At least once each fiscal year, at a public hearing before the governing body of the City of Merced ("City"), the City shall present information regarding the status of vacancies and recruitment and retention efforts and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

2. **Employee Organization Participation:** Allow employee organizations for each bargaining unit recognized by the City to make presentations during the public hearing at which the City presents on the status of vacancies and recruitment and retention efforts for positions within

the bargaining unit.

3. **Additional Reporting for High Vacancy Rates:** If vacancies within a single bargaining unit meet or exceed twenty percent (20%) of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit.

The City's employees are represented by five (5) employee organizations. The City also has three (3) different groups of unrepresented employees. On June 1, 2026, each recognized employee organization was provided with notice of a public hearing on this item. At each Union's election, they will be provided with an opportunity to make a presentation to the City Council during the Jun 15, 2026 meeting in conjunction with Staff's presentation. As of June 4, 2026, all employee units and groups have a vacancy rate less than twenty percent (20%).

For Fiscal Year ("FY") 2025-2026, the City had a total of five hundred sixty-two (562) full-time positions. Part-time positions with variable hours are not counted towards the approved staffing list and are not subject to reporting under AB 2561.

Positions have become vacant throughout the fiscal year due to employee attrition which may include resignations, retirements, terminations, as well as movement due to promotions. The City's Human Resources Department works diligently to fill vacant positions through ongoing recruitment efforts. This FY, the Department has facilitated fifty-seven (57) recruitments. To date the full-time employee count is five hundred twelve (512) with a citywide vacancy rate of eight and nine tenths' percent (8.9%).

The following table summarizes the City's vacancy rate by employee group as of June 4, 2026

Employee Organization/Group	Approved Staffing	Vacancies	Vacancy Rate
Merced Police Officers Association (MPOA)	89	4	4.49%
Non-Sworn Police (MPNS)	40	4	10.00%
Merced Firefighters' Local 1479	81	11	13.58%
Merced Associate of City Employees (MACE)	187	17	9.09%
Merced City Employees Association (AFSCME)	72	7	9.72%
Merced Executive Unit	12	1	8.33%
Merced Public Safety Managers Unit	12	0	0.00%
Unrepresented Compensation Plan	69	6	8.70%
Total City-Wide	562	50	8.90%

The City has found that certain city classifications take longer to recruit than others. This could be due to a variety of factors, including compliance with labor laws, City policies, industry best practices,

specialized minimal qualifications, a competitive private sector labor market, along with labor shortages. These issues are not exclusive to the City of Merced and are being experienced by many of our surrounding governmental agencies.

The City's Human Resources Department works collaboratively with other City departments to fill vacancies as quickly as possible. Recruitment efforts include offering competitive salaries with the ability to adjust the compensation rate based upon experience. Other benefits include CalPERS retirement, medical insurance, dental, vision, paid holidays, vacation and sick leave, disability and life insurance, education pay, bilingual pay, and certificate pay. The City holds an annual Employee Service Awards ceremony where employees are recognized for their year of ongoing employment with the City.

The Human Resources Department evaluates recruitment and retention issues on an ongoing basis and employs efforts to enhance its sourcing, examination, selection and onboarding. City staff will continue to work on removing any obstacles in the hiring process to ensure the City continues to attract the highest quality candidates for it's vacancies.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-464 Meeting Date: 6/15/2026

Report Prepared by: Christopher Jensen, Director of Parks & Community Services

SUBJECT: Approval to Continue Public Hearing in Consideration of Parks and Community Services Fee Schedule to Include New Rates for Bob Hart Square and Merced Open Air Theater (MOAT) and the Addition of Fahrens Park Disc Golf Course and Merced Regional Sports Complex (CP42) to July 6, 2026

REPORT IN BRIEF
Considers Staff's request to continue the noticed public hearing regarding new fees to the current fee schedule for Recreational Facility Use including new rates for Bob Hart Square and Merced Open Air Theater (MOAT), and the Addition of Merced Regional Sports Complex (CP42), and Fahrens Park Disc Golf Course to July 6, 2026.

RECOMMENDATION
City Council - Adopt a motion continuing the noticed public hearing to July 6, 2026.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Deny

AUTHORITY
Charter of the City of Merced, Section 200.

DISCUSSION
Staff is requesting that this public hearing be continued to July 6, 2026, to consider the new fee schedule for Recreational Facility Use. In order to cover the cost of managing, operating, and maintaining recreational venues that are reservable for private and community events, Parks & Community Services requires the routine updates to fee schedules to ensure that facilities and costs are in line with Council goals and priorities and community expectations.

IMPACT ON CITY RESOURCES
None at this time.

ADMINISTRATIVE REPORT

File #: 26-509 Meeting Date: 6/15/2026

Report Prepared by: Scott McBride, City Manager and Venus Rodriguez, Finance Officer

SUBJECT: Continued Public Hearing to Allow Interested Persons to be Heard Regarding the City Council, Public Financing and Economic Development Authority, Parking Authority, and Successor Agency to the Redevelopment Agency of the City of Merced Fiscal Year 2026-27 Budget, Adoption of the Budget with Revision(s), and Appropriation of the Revenue and Approval of the Capital Projects for Each Respective Budget

REPORT IN BRIEF

Continued Public Hearing and adoption of the Fiscal Year 2026-27 City Council, Public Financing and Economic Development Authority, Parking Authority, and Successor Agency to the Redevelopment Agency of the City of Merced Budget.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-35**, a Resolution of the City Council of the City of Merced, California, Adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

Public Financing and Economic Development Authority - Adopt a motion:

A. Adopting **Resolution PFA 2026-01**, a Resolution of the City of Merced Public Financing and Economic Development Authority, adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

Parking Authority - Adopt a motion:

A. Adopting **Resolution PA 2026-01**, a Resolution of the City of Merced Parking Authority, adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of

consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

Successor Agency to the Redevelopment Agency of the City of Merced - Adopt a motion:

A. Adopting **Resolution SA 2026-01**, a Resolution of the Successor Agency to the Redevelopment Agency of the City of Merced Adopting the Budget and Appropriating Revenue for Fiscal Year 2026-2027; and,

B. Approving capital projects based upon the Planning Commission's June 3, 2026, finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2026.

ALTERNATIVES

1. Approve, as recommended; or
2. Approve, subject to other than recommended (identify specific findings and/or conditions amended to be addressed in the motion); or
3. Deny; or,

AUTHORITY

Charter of the City of Merced, Sections 1104 and 1105.

DISCUSSION

The Fiscal Year 2026-27 recommended budget reflects the City Council's priorities, resident feedback, and the City organization's commitment to responsible fiscal stewardship. The budget balances operational needs with long-term planning while continuing investment in public safety, infrastructure, parks, economic development, and neighborhood quality of life.

As the City continues to grow and evolve, maintaining financial flexibility and operational resilience remains critical. Through strategic investment, collaboration, and continued community engagement, the City of Merced remains focused on building safe, vibrant, and economically strong future for residents and businesses alike.

City staff presented the recommended City Manager budget to the City Council on May 18th and June 1st. After a lengthy discussion the City Council directed staff to make changes to the proposed budget.

Based on City Council direction and staff recommendations the following summary of Errata items are changes to the budget and if adopted will be included (see attachment for details):

- Add Community Funding $ 30,000
- Add increase to City Council stipend as recommended by the Stipend Setting Commission and approved by Council on 6/1/26. $ 23,575
- Cover portion of General Fund Deficit with overfunded

General Fund Reserve set aside	$ 733,682
• Cover portion of General Fund Deficit with Trust 115	$ 582,608
• Add Bell Station Budget due to delay of sale	$ 27,690
• Increase CDBG HUD Allocation	$ 145,361
• Increase HOME HUD Allocation	$ 102,366

There was some discussion to add funding for tenant relocation and youth jobs program. Another discussion was the financial policy allocations and reducing or eliminating them in next year's budget. Ultimately, there was no unanimous direction to make these changes in the proposed budget.

Incorporating City Council directed changes from June 1, 2026, Council Meeting, the city proposed budget for FY 2026-27 is $461.5 million. It includes the deletion of 5 positions and adds 9 positions, with a net addition of 4 new positions, totaling 566 full-time positions.

As proposed, the General Fund estimated revenue is $68.5 million and estimated total operating expenditures is $68.5 million. The operational deficit of $1,316,290 is covered by transfer ins from the General Fund Reserve set aside ($733,682) and from Trust 115 for pension ($582,608). The General Fund also includes non-operating expenditure recommendations for district elections, compensation study, Bob Hart Fountain repairs, ¾ ton truck for Parks Maintenance, community funding and extra help for enterprise resource planning implementation and continued set-aside funding for Economic Development Opportunity Fund, Trust 115-Pension, and Affordable Housing.

In November 2020, the City Council adopted the General Fund Reserve Policy and Reserve. Which set the policy reserve at 35% of annual operating expenses. On June 16, 2025, with the adoption of the FY 2025-26 budget, the City Council adopted Resolution 2025-42 to decrease the reserve to 30% of annual operation expenses. For Fiscal Year 2026-27, 30% of annual operating expenses equals $20,564,055, of which 25% is $17,136,712. Fund 1001-General Fund Reserve currently has $17,870,394. Based on the proposed General Fund operating budget it is over funded by $733,682, which the City Council has directed to use to reduce the shortfall by transferring it back to General Fund 1000. The remaining General Fund Reserve of 5%, equaling $3,427,342, will remain in the General Fund for contingency purposes but not available for spending.

Based on the method of allocation per adopted City Council policies, the amount proposed to be allocated for future planning in the City Manager's recommended budget are as follows:

Future Planning Resources	***Amount***
General Fund Reserve-30%	$0
Economic Development Opportunity Fund	$405,000
Trust 115-Pension	$1,012,500
Affordable Housing	$607,500

The amount to allocate is calculated from the prior years audited unreserved fund balance at June 30, 2025. That proposed General Fund unreserved fund balance amount is $7,939,657. As the audit

and financial statements have not been finalized there is a possibility this amount may change. If the amount changes it would mean potential changes to the recommended allocations. If this is the case, staff will update the City Council at a later date and request direction if needed.

Staff presented the City Manager recommended FY 2026-27 budget to the Tax Transparency Commission for approval on May 12, 2026. The Measure C proposed budget includes a total of 11.3 fire and 23.49 police authorized positions. The ordinance adopted as part of the new Measure C ballot requires the Sales and Transaction Tax revenue to be split 95% to Public Safety and 5% to Road's maintenance. Fund 2030-Measure C Public Safety includes projected revenue of $8.8 million and 2031-Measure Roads projects $465,900. There is estimated to be less than $1 million left in the old Measure C Fund 2001 by the end of FY 26-27. The Police and Fire Departments continue to include increasing operating costs in Measure C. In addition, the Police Department has included the replacement of duty weapons of $105,000 and part-time Community Service Officers to increase efforts of Code Enforcement. The proposed fund balance in Measure C meets the GFOA recommended minimum per City Council policy. The new Measure C ordinance also requires that the city meet FY 21-22 levels of spending in Police, Fire, and Roads. Based on the City Attorneys determination we are required to allocate a minimum of $36,898,630 for Police and Fire between the General Fund, CFD's, Measure Y, and Abandoned Vehicle Abatement funds. In FY 26-27 between these four funds the budget total is $52,782,133 for Police and Fire. The Tax Transparency Commission accepted the Measure C proposed budget for FY 26-27.

The Measure Y proposed budget was also presented at the same meeting. Measure Y Cannabis Tax ballot measure requires funding be used Police 20%, Fire 20%, Parks and Recreation 20%, and 40% as discretionary but only to be used for these same three areas per Council direction. Measure Y is continuing to see declines in receipts. Revenue projection is $1.6 million. The Police Department is also using Measure Y to fund part-time Community Service Officers to augment Code Enforcement. Fire is proposing to fund cardiac monitors, weed abatement, and a narcotics safe. The 40% discretionary portion of the revenue is continuing to be used for parks maintenance and recreation programming. The Tax Transparency Commission accepted the Measure Y proposed budget for FY 26-27.

Parks and Community Services continues to see challenges in balancing their operating budget due to expanding programming in FY 20-21 and 21-22 when significant revenues were received from Measure Y-Cannabis Tax. After 2020-21 cannabis tax began to significantly decline from $3.1 million to current projections of $1.6 million. City Council approved the use of 40% discretionary Measure Y revenue as a way to keep Parks and Community Services operating budget sustainable by proposing the following for programming:

- Allocate the Measure Y- Parks and Recreation 20% revenue of $321,590.
- Allocate 50% of the Measure Y-Discretionary 40% revenue of $321,590.
- Increase transfer from the General Fund by 4% (additional $68,284) totaling $1,775,372.
- Council Approved Program Fee increases approved December 2025 and incorporated into budget revenue estimates.
- Second Year of Three-Year Zookeeper Donation $76,200.
- Merced City School District Agreement to provide funding for 500 participants of youth sports $196,850.

- Central Valley Opportunity Fund grant for outdoor recreation program $124,725.

The five-year Capital Improvement Program (CIP) was reviewed by the Planning Commission at the June 3, 2026, meeting and was found to be consistent with the General Plan as required by State Law. The General Plan has many policies which are supported through the implementation of the proposed CIP projects. Examples include:

- T 1.2 - coordinate circulation and transportation planning with pertinent regional, state and federal agencies
- T 1.4 - promote traffic safety for all modes of transportation
- T 2.6 - maintain and expand the community's existing bicycle circulation system
- T 2.7 - maintain a pedestrian friendly environment
- T 3.4 - reduce rail system impacts on circulation in the urban area
- P 1.1 - provide adequate public infrastructure and municipal services to meet the needs of future development
- P 1.2 - utilize existing infrastructure and public service capacities to the maximum extent possible and provide for the logical, timely, and economically efficient extension of infrastructure and services
- P 2.1 - maintain and enhance public protection facilities, equipment, and personnel to the maximum extent feasible within the resource constraints of the City to serve the City's needs
- P-3 Water - ensure that adequate water supply can be provided within the City's service area, concurrent with service expansion and population growth
- P-4 Wastewater - provide adequate wastewater collection, treatment, and disposal capacity for existing and projected future needs
- P-5 - provide effective storm drainage facilities for future development
- P-6 - establish programs to recover recyclable materials and energy from solid waste generated within the city
- OS 1.5 a - preserve and enhance water quality
- OS 3.1 - provide high quality park and open space facilities to serve the needs of a growing population
- OS 3.2 - maintain and expand the City's bikeway and trail system
- OS 3.3 - maintain the City's existing high-quality open space facilities
- S 3.2a - maintain essential services in the event of flooding or dam failure
- S 4.2 - maintain a reasonable level of accessibility and infrastructure support for fire suppression, disaster, and other emergency services

ATTACHMENTS

1. Resolution 2026-35 Adopting City Budget
2. Resolution PFA 2026-01
3. Resolution PA 2026-01
4. Resolution SA 2026-01
5. City Manager Budget Letter
6. Errata List
7. Fund Summary

8. Presentation

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2026-2027

WHEREAS, the City Manager has prepared and submitted to the City Council a Proposed Budget for the fiscal year commencing July 1, 2026, and ending June 30, 2027; and,

WHEREAS, the City Council has reviewed and modified the City Manager's Proposed Budget; and,

WHEREAS, the City Council held a public hearing on the Proposed Budget on June 1, 2026, where all interested persons were heard; and,

WHEREAS, the City Council has considered the Budget and comments thereon, and has determined it is necessary for the efficient management of the City that certain sums of revenue be appropriated to the various departments, officers, and agencies and activities of the City as set forth in said budget, and as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. That the annual Budget for the City of Merced for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027, is hereby adopted.

SECTION 2. That said Budget hereby adopted is the aforementioned Proposed Budget prepared by the City Manager, entitled, "City of Merced 2026-2027 Budget," incorporated herein as though set forth in full.

SECTION 3. That the sums of money therein set forth are hereby appropriated from the revenues of the City to the departments, functions, and funds therein set forth for expenditures during the Fiscal Year 2026-2027.

SECTION 4. That the recommended ending balance for June 30, 2027, shown in the proposed annual Financial Summary section is an estimate, and the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the City Council.

SECTION 5. That pursuant to the City Council adopted General Fund Reserve Policy, the General Fund reserves have been set at the minimum. This included 25% set-aside in a separate fund and 5% remaining in the General Fund as contingency.

SECTION 6. That pursuant to Government Finance Officers Association best practice recommendation "Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund" the unassigned portion of the unrestricted Measure C Fund fund balance will at a minimum be the average of two months of revenue and expenditures.

SECTION 7. Capital Improvement Projects revenue and unspent appropriation actual carryover budget amounts from 2025-2026 shall be recalculated and updated to reflect actual balances as of June 30, 2026 and are hereby incorporated as part of the 2026-2027 approved Budget.

SECTION 8. Grant Funds received and appropriated and unspent appropriation actual carryover budget amounts from 2025-2026 shall be recalculated and updated to reflect actual balances as of June 30, 2026 and are hereby incorporated as part of the 2026-2027 approved Budget.

SECTION 9. Opioid Settlement Funds received and appropriated and unspent appropriation actual carryover budget amounts from 2025-26 shall be recalculated and updated to reflect actual balances as of June 30, 2026, and hereby incorporated as part of the 2026-2027 approved Budget.

SECTION 10. State law requires that an Appropriations Limit be adopted annually by the City Council. Article XIII B of the California Constitution places certain restrictions on appropriations made by local governments and the restrictions are applicable to appropriations that meet the definition of "Proceeds of Taxes". The law allows the option to select the factors to be used to calculate the annual Appropriations Limit. For one of the factors the City must select between: (A) the change in the City of Merced population, or (B) the change in the Merced County population, and

the City has selected the change in the City of Merced population. For the second adjustment factor the City must select between (A) the change in the State per capita income; or (B) the change in the assessed valuation of local non-residential construction, and the City has selected the change in the State per capita income. The appropriations subject to limitation in Fiscal Year 2026-2027 shall be as set forth on and as calculated on Exhibit "A" attached hereto and made a part hereof.

SECTION 11. That the City Council hereby authorizes the Finance Officer to advance from Pooled Cash funds for which the City has received a reimbursable grant until such time as the grants funds are received by the City.

SECTION 12. Pursuant to Section 1112 of the Merced City Charter, the City Council hereby authorizes the use of the Cash Basis Fund for meeting General Fund expenditures prior to the receipt of the ad valorem tax revenues.

SECTION 13. As the Successor Agency for the housing obligations for the former Redevelopment Agency of the City of Merced, the City Council makes the findings and determinations set forth in Exhibit "B" attached hereto and made a part hereof.

SECTION 14. That the City Manager or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of City services.

SECTION 15. That the Finance Officer is authorized to revise revenue budget and appropriation throughout the fiscal year based on actuals received from the Office of Emergency Services (Fire Department).

SECTION 16. That the Finance Officer is authorized to revise revenue budget and appropriation throughout the fiscal year based on actuals received from the Opioid Settlements.

SECTION 17. That the Finance Officer is authorized to revise revenue and appropriation throughout the fiscal year based on actuals received from Property Based Improvement District Assessments and Tourism Based Improvement District Assessments.

SECTION 18. That the Finance Officer is authorized to revise revenue budget and appropriation throughout the fiscal year if funding is available or up to $10,000 based on actuals received for each Community Facilities District and/or Maintenance District.

SECTION 19. That the Finance Officer is authorized to revise revenue budget and appropriation throughout the fiscal year of unanticipated or unbudgeted funding in amounts of $10,000 or less.

SECTION 20. That the City Manager or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

SECTION 21. That the new positions, salary ranges, and adjusted salary ranges for existing potions, as set forth in Exhibit "C" attached hereto and made a part hereof, are hereby approved and included in the Fiscal Year 2026-2027 Budget.

PASSED AND ADOPTED by the City Council of the City of Merced at an adjourned regular meeting held on the 15th day of June 2026, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 6-5-2026
City Attorney Date

Exhibit "A"

SUMMARY SCHEDULE
APPROPRIATION LIMIT

1978-79 Revenue	$ 13,472,352	1978-79 Appropriations- as amended	$ 16,362,969
Less: non-proceeds of taxes	7,236,508	Less: non-proceeds of taxes	7,236,508
debt service	719,175	debt service approp.	719,175
Proceeds of taxes	$ 5,516,669	1978-79 approp. limit (Base Year)	$ 8,407,286

Year of Change	U.S. Con. Price Index	Per Capita Pers. Inc.	Pop.	Ratio of Change	Approp. Amount	Limit Year
78-79	1.1017		1.0440	1.1502	9,670,000	79-80
79-80		1.1211	1.0200	1.1435	11,057,858	80-81
80-81		1.0912	1.0160	1.1087	12,259,396	81-82
81-82	1.0679		1.1080	1.1832	14,505,724	82-83
82-83		1.0235	1.0534	1.0782	15,639,417	83-84
83-84	1.0474		1.0459	1.0955	17,132,601	84-85
84-85	1.0374		1.0514	1.0907	18,686,911	85-86
85-86	1.0230		1.0426	1.0666	19,931,082	86-87
86-87	1.0304		1.0546	1.0867	21,658,306	87-88
87-88	1.0393		1.0568	1.0983	23,788,016	88-89
88-89	1.0498		1.0429	1.0948	26,043,986	89-90
89-90		1.0421	1.0456	1.0896	28,378,042	90-91
90-91		1.0414	1.0366	1.0795	30,634,529	91-92
91-92		0.9936	1.0185	1.0120	31,001,580	92-93
92-93		1.0272	1.0193	1.0470	32,459,428	93-94
93-94		1.0071	1.0154	1.0226	33,193,314	94-95
94-95		1.0472	1.0131	1.0609	35,215,395	95-96
95-96		1.0467	1.0123	1.0596	37,313,331	96-97
96-97		1.0467	1.0127	1.0600	39,551,873	97-98
97-98		1.0415	1.0212	1.0636	42,066,574	98-99
98-99		1.0453	1.0182	1.0643	44,772,483	99-00
99-00		1.0491	1.0215	1.0717	47,980,685	00-01
00-01		1.0782	1.0181	1.0977	52,669,137	01-02
01-02		0.9873	1.0285	1.0154	53,482,246	02-03
02-03		1.0231	1.0203	1.0439	55,828,455	03-04
03-04		1.0328	1.0242	1.0578	59,054,991	04-05
04-05		1.0526	1.0454	1.1004	64,983,406	05-06
05-06		1.0396	1.0299	1.0707	69,576,696	06-07
06-07		1.0442	1.0509	1.0973	76,349,972	07-08
07-08		1.0429	1.0209	1.0647	81,289,556	08-09
08-09		1.0062	1.0123	1.0186	82,799,612	09-10
09-10		0.9746	1.0105	.9848	81,543,815	10-11
10-11		1.0251	1.0102	1.0356	84,443,189	11-12
11-12		1.0377	1.0055	1.0434	88,108,644	12-13
12-13		1.0512	1.0109	1.0627	93,629,362	13-14
13-14		0.9977	1.0096	1.0073	94,310,789	14-15
14-15		1.0382	1.0067	1.0452	98,569,482	15-16
15-16		1.0537	1.0103	1.0646	104,932,448	16-17
16-17		1.0369	1.0115	1.0488	110,055,707	17-18
17-18		1.0367	1.0173	1.0546	116,068,590	18-19
18-19		1.0385	1.0138	1.0528	122,200,645	19-20
19-20		1.0373	1.0237	1.0619	129,762,911	20-21
20-21		1.0573	1.0307	1.0898	141,410,314	21-22

Exhibit "A"

Year of Change	U.S. Con. Price Index	Per Capita Pers. Inc.	Pop.	Ratio of Change	Approp. Amount	Limit Year
21-22		1.0755	1.0097	1.0859	153,562,035	22-23
22-23		1.0444	1.0165	1.0616	163,026,462	23-24
23-24		1.0362	1.0191	1.0560	172,154,545	24-25
24-25		1.0644	1.0526	1.1204	192,879,790	25-26
25-26		1.0495	1.0079	1.0578	204,026,516	26-27

2026-27 Projected Revenue Subject to Appropriation:

Limit:

Taxes	$	73,012,628
Other Agencies (State Subventions)		9,245,583
Interest		957,536
Total	$	83,215,747

Revenues to be received during 2026-27 will not exceed the appropriation limit for 2025-26 in compliance with the State Constitution.

EXHIBIT "B"

FINDINGS AND DETERMINATIONS AS THE HOUSING SUCCESSOR AGENCY

FINDINGS:

1. Pursuant to California Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) the City of Merced, California as the housing successor to the former Redevelopment Agency of the City of Merced ("Successor Agency") is required to establish a fund for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing available at affordable housing cost using Low and Moderate Income funds; and,

2. The Successor Agency has established Low and Moderate Income Housing Funds for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing in the City's former two project areas; and,

3. The City of Merced's General Plan Housing Element provides substantial evidence that there is a significant need for affordable housing throughout the City of Merced; and,

4. Affordable housing development opportunities are not confined to the Successor Agency's former two Project Areas but instead are found throughout the entire community of Merced; and,

5. Residential housing development opportunities are particularly limited in the forth Project Area 2 due to the small amount of residentially-zoned land in the former Project Area; and,

6. The California Health and Safety Code provides authority for expending Redevelopment Low-Moderate Income Housing funds throughout the community without limit as to project area boundaries if the use of such funds will of benefit to the project areas.

DETERMINATIONS:

1. Expenditures of Low-Moderate Income Housing funds outside the Successor Agency's former two Project Areas are necessary and reasonable and will be of benefit to the Project Area 2 and Gateways Project Area.

2. The expenditure of the former Project Area 2 and Gateways Project Area Low-Moderate Income Housing funds anywhere in the City of Merced, including areas inside and outside of the former Project Area 2 and Gateways Project Area, is hereby authorized.

Exhibit C							
New Salaries and/or Positions Proposed FY 2026-27							
Job Title	**Grade**	**Step/Range**	**1**	**2**	**3**	**4**	**5**
Cyber Security Specialist I	NEW	Annual	90,525.76	95,052.26	99,804.85	104,794.56	110,034.91
		Monthly	7,543.81	7,921.02	8,317.07	8,732.88	9,169.58
		Hourly	43.5220	45.6982	47.9831	50.3820	52.9014

Job Title	**Grade**	**Step/Range**	**1**	**2**	**3**	**4**	**5**
Cyber Security Specialist II	NEW	Annual	96,863.10	101,705.97	106,791.36	112,130.72	117,737.57
		Monthly	8,071.93	8,475.50	8,899.28	9,344.23	9,811.46
		Hourly	46.5688	48.8971	51.3420	53.9090	56.6046

Job Title	**Grade**	**Step/Range**	**1**	**2**	**3**	**4**	**5**
Director of Human Resources	870	Annual	146,466.74	153,790.42	161,479.55	169,553.70	178,031.36
		Monthly	12,205.56	12,815.87	13,456.63	14,129.47	14,835.95
		Hourly	70.4167	73.9377	77.6344	81.5162	85.5920

Job Title	**Grade**	**Step/Range**	**1**	**2**	**3**	**4**	**5**
Fire Chief	NEW	Annual	174,778.03	183,516.74	192,693.49	202,327.84	212,443.09
		Monthly	14,564.84	15,293.06	16,057.79	16,860.65	17,703.59
		Hourly	84.0279	88.2292	92.6411	97.2730	102.1361

Job Title	**Grade**	**Step/Range**	**1**	**2**	**3**	**4**	**5**
Fire Division Chief	NEW	Annual	154,833.33	162,575.09	170,703.94	179,239.01	188,200.90
		Monthly	12,902.78	13,547.92	14,225.33	14,936.58	15,683.41
		Hourly	74.4391	78.1611	82.0692	86.1726	90.4812

RESOLUTION PFA 2026-_____

A RESOLUTION OF THE CITY OF MERCED PUBLIC FINANCING AND ECONOMIC DEVELOPMENT AUTHORITY ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2026-2027

WHEREAS, the City of Merced Public Financing and Economic Development Authority ("Authority") has determined it is necessary to expends funds to carry out its purposes and that a budget therefore is necessary and desirable; and,

WHEREAS, the Authority has determined that planning and administrative expenses are necessary for the successful operation of the Authority; and,

NOW, THEREFORE, THE CITY OF MERCED PUBLIC FINANCING AND ECONOMIC DEVELOPMENT AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. That it is necessary to charge planning and administrative services to the Authority and that the administrative expenses budgeted for Fiscal Year 2026-2027 are reasonable and proper.

SECTION 2. That the 2026-2027 Budget, as submitted by the Executive Director and as considered by the Authority, is hereby approved and adopted in the amounts set forth in the schedules and summaries of said budget document and allocations are hereby approved for the purposes herein stated.

SECTION 3. That the Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of services.

SECTION 4. That the recommended ending balance for June 30, 2027, shown in the proposed annual Financial Summary section is an

estimate, and the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the Authority.

SECTION 5. Capital Improvement Projects revenue and unspent appropriation carryover budget amounts from 2025-2026 shall be recalculated and updated to reflect actual balances as of June 30, 2026 and are hereby incorporated as part of the 2026-2027 approved Budget.

SECTION 6. That the Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of Authority services.

SECTION 7. That the Executive Director or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

PASSED AND ADOPTED by the City of Merced Public Financing and Economic Development Authority at a regular meeting held on the 15th day of June 2026, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 6-5-2026
City Attorney Date

RESOLUTION PA 2026-_____

A RESOLUTION OF THE CITY OF MERCED PARKING AUTHORITY ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2026-2027

WHEREAS, The City of Merced Parking Authority ("Parking Authority") has determined it is necessary to expend funds to carry out its purposes and that a budget therefore is necessary and desirable; and,

WHEREAS, The Parking Authority Budget includes the Downtown Parking Fund; and,

WHEREAS, The Parking Authority has determined that planning and administrative expenses are necessary for the successful operation of the Parking Authority.

NOW, THEREFORE, THE CITY OF MERCED PARKING AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. It is necessary to charge planning and administrative services to the Parking Authority and that the administrative expenses budgeted for Fiscal Year 2026-2027 are reasonable and proper.

SECTION 2. That the 2026-2027 Budget, as submitted by the Executive Director and as considered by the Parking Authority, is hereby approved and adopted in the amounts set forth in the schedules and summaries of said Budget document and allocations are hereby approved for the purposes herein stated.

SECTION 3. That the Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of services.

SECTION 4. That the recommended ending balance for June 30, 2027, shown in the proposed annual Financial Summary section is an

estimate, and the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the Parking Authority.

SECTION 5. Capital Improvement Projects revenue and unspent appropriation carryover budget amounts from 2025-2026 shall be recalculated and updated to reflect actual balances as of June 30, 2026 and are hereby incorporated as part of the 2026-2027 approved Budget.

SECTION 6. That the Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of the Parking Authority.

SECTION 7. That the Executive Director or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

PASSED AND ADOPTED by the City of Merced Parking Authority at a regular meeting held on the 15th day of June 2026, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 6-5-2026
City Attorney Date

RESOLUTION SA 2026-_____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVOLPMENT AGENCY OF THE CITY OF MERCED ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2026-2027

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Merced ("Agency") has determined it is necessary to expends funds to carry out its purposes and that a budget therefore is necessary and desirable; and,

WHEREAS, the Agency has determined that planning and administrative expenses are necessary for the successful operation of the Agency; and,

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE REDEVOLPMENT AGENCY OF THE CITY OF MERCED DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. That it is necessary to charge planning and administrative services to the Agency and that the administrative expenses budgeted for Fiscal Year 2026-2027 are reasonable and proper.

SECTION 2. That the 2026-2027 Budget, as submitted by the Executive Director and as considered by the Agency, is hereby approved and adopted in the amounts set forth in the schedules and summaries of said budget document and allocations are hereby approved for the purposes herein stated.

SECTION 3. That the Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of services.

SECTION 4. That the recommended ending balance for June 30, 2027, shown in the proposed annual Financial Summary section is an

estimate, and the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the Agency.

SECTION 5. Capital Improvement Projects revenue and unspent appropriation carryover budget amounts from 2025-2026 shall be recalculated and updated to reflect actual balances as of June 30, 2026 and are hereby incorporated as part of the 2026-2027 approved Budget.

SECTION 6. That the Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of Agency services.

SECTION 7. That the Executive Director or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

PASSED AND ADOPTED by the Successor Agency to the Redevelopment Agency of the City of Merced at a regular meeting held on the 15th day of June 2026, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

Craig Cornwell 6-5-2026
City Attorney Date

City Manager Budget Message - Fiscal Year 2026-2027

General Overview

The Fiscal Year 2026-27 Recommended City Budget totals approximately $461.5 million and reflects the City of Merced's ongoing commitment to maintaining essential public services and investing in critical infrastructure and priority community programs. The proposed General Fund budget totals approximately $71.2 million and continues to prioritize public safety, neighborhood quality of life, economic development, parks and recreation, transportation infrastructure, and strategic capital investments.

The City of Merced remains a service-driven organization supported by a dedicated workforce committed to serving residents, businesses, and visitors. The Fiscal Year 2026-27 Recommended Budget includes 566 full-time positions citywide, representing a net increase of 4 positions compared to the prior fiscal year. Staffing recommendations focus on maintaining critical services, supporting operational efficiencies, enhancing cybersecurity and technology infrastructure, and strengthening maintenance operations within Public Works and enterprise services. The proposed budget reflects the City Council's commitment to preserving essential services while responsibly managing increasing operational costs associated with inflation, employee benefits, insurance, fleet maintenance, and retirement obligations. Personnel costs remain the City's largest expenditure category, accounting for approximately 72% of General Fund operating expenditures.

The City continues to actively seek resident feedback regarding community priorities and service expectations. Through public meetings, community engagement, surveys, and strategic planning discussions, residents have consistently identified several key priorities for City Council consideration during budget development, including:

- Addressing homelessness and encampments throughout the community;
- Responding quickly to neighborhood fires and emergency incidents;
- Preventing gang activity and improving neighborhood safety;
- Protecting and maintaining 911 police response times and the City's ability to respond to natural or medical disasters;
- Repairing streets and fixing potholes;
- Maintaining Merced's local quality of life and neighborhood appearance;
- Keeping City parks, trails, and public spaces safe, clean, and accessible.

These community priorities continue to guide budgetary decisions and operational planning as the City works to maintain a safe, clean, and economically vibrant community.

Revenues and Financial Outlook

General Fund revenues for Fiscal Year 2026-27 are projected at approximately $67.2 million. Sales tax remains the City's single largest General Fund revenue source, accounting for approximately 26% of total revenues, followed by property taxes and vehicle license fee in-lieu revenue. While revenues remain stable overall, the City continues to monitor broader economic trends, consumer spending patterns, and development activity that may impact future revenue growth.

Secured property tax revenues continue to show moderate growth as residential and commercial development activity proceeds throughout the community. Continued investment in retail, industrial, and housing development remains important to maintaining long-term fiscal sustainability.
The City also continues to evaluate and implement strategies to improve cost recovery and long-term financial stability. During Fiscal Year 2026-27, the City will continue implementing development service fee updates, evaluating Community Facilities District (CFD) options for services, reviewing enterprise rate structures, and identifying operational efficiencies that help preserve essential services while limiting impacts on residents.

The projected General Fund operating shortfall for Fiscal Year 2026-27 is approximately $1.3 million. The Merced City Council discussed options to address this and received public input at the public hearing on June 1, 2026. After deliberations, direction was provided to staff to bridge this gap using funds from the Trust 115 account and General Fund Reserve.

The proposed FY 2026-27 budget does not include staffing reductions related to the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant expiration or other service areas. The City will continue evaluating long-term funding strategies for public safety operations, including future grant opportunities and revenue growth associated with new development and Community Facilities Districts (CFDs).

The Recommended Budget includes approximately $9.1 million in projected General Fund reserves at year-end, with approximately $5.7 million in available unassigned funds after committed reserves. Maintaining strong reserves remains essential to protecting the City's financial stability, preserving service levels during economic uncertainty, and responding to emergencies or unexpected operational impacts.

Funding for future public safety infrastructure, including Fire Station 56, is separate from the General Fund operating budget and is anticipated to be funded primarily from development impact fees and grant funding. Fire Station 56 remains a multi-year project, and planning efforts will continue as the community grows and additional revenues are generated to support future construction and operational needs.

Public Safety Investments

Public safety remains the City Council's highest operational priority and continues to represent the largest area of General Fund investment. The Fiscal Year 2026-27 budget continues significant investment in police, fire, emergency preparedness, code enforcement, and neighborhood safety programs.

Our public safety officers are also tasked with assisting individuals experiencing homelessness, an issue consistently identified as a high priority by the community. Our team coordinates closely with County service providers to ensure resources are available. When necessary, our Disruptive Area Response Team (DART) and Code Enforcement teams also work with our Public Works to ensure our community is safe by addressing encampments that become public health issues and ultimately impact quality of life in our neighborhoods and surrounding businesses. The Fiscal Year 2026-27 budget continues our investment in these priority areas.

The Merced Police Department will continue operating with 143 total positions, including 98 sworn officers, funded through a combination of General Fund, Measure C, Community Facilities Districts, and Measure Y revenues. Budget priorities include maintaining patrol staffing, supporting code enforcement operations, replacing duty weapons, addressing fleet repair needs, and preserving emergency response capabilities.

The Merced Fire Department will continue operating with 93 positions, including 88 sworn firefighters and paramedics. The budget continues to support Advanced Life Support (ALS) paramedic deployment, fire prevention operations, emergency medical response services, and regional emergency preparedness capabilities. Staffing modifications within the department are intended to improve operational oversight and emergency response management.

Full-time public safety positions for Police and Fire services remain relatively unchanged from the Fiscal Year 2025-26. This has been an ongoing trend for many years. The Police Department has seen a net increase of three full-time sworn police officers since 2009-10 when the department had 95 officers compared to 98 today. Fire staffing has seen a slightly higher increase, growing from 82 full-time positions in 2008-09 to 88 this year. Of those full-time fire positions 24 are grant-funded from a FEMA SAFER grant which is set to expire in March 2027. The pending grant expiration is a critical concern and a priority area for future consideration to ensure current service levels are maintained.

The City remains committed to preserving rapid emergency response times and maintaining readiness for large-scale natural disasters, medical emergencies, and public safety incidents. Continued investment in communications systems, emergency equipment, and strategic planning efforts remain a critical component of the City's operational priorities.

To support this effort, during the Fiscal Year 2026-27, funding from impact fees collected over many years, along with a public safety grant, will be used to help advance the design and engineering of Fire Station 56. This location in Bellevue Ranch is critical to ensure response times in north Merced and overlapping coverage throughout the city. The proposed Progressive Design-Build approach is intended to provide greater flexibility, lower costs, and advance the project with anticipated completion in Fiscal Year 2028-29.

Community Priorities and Quality of Life

The Fiscal Year 2026-27 Budget continues investments that preserve and improve quality of life throughout Merced neighborhoods. Street maintenance, pothole repairs, park maintenance, trail improvements, code enforcement, and community beautification remain core service priorities.
The City continues to allocate Measure C and transportation-related funding toward roadway

rehabilitation and traffic safety improvements. Current and planned roadway projects include pavement rehabilitation, sidewalk improvements, ADA accessibility upgrades, school crossing enhancements, bicycle and pedestrian infrastructure, and traffic signal modernization and synchronization.
Roadway conditions are a high priority to our residents. The City has an active Capital Improvement Project (CIP) list for the fiscal year which will continue to address these needs. This upcoming year, the road maintenance approach will include some seal projects to help extend the life of our pavement avoiding more costly reconstruction projects. Our City Public Works Department works diligently with an active painting and sign repair program and on average performs 2,000 to 4,000 pothole repairs per month.

The City annually receives close to $12 million for roadway and pedestrian improvements from a variety of funding sources. During the fiscal year, a countywide road assessment study will be completed which will help provide policy options where investments may be made to help get the maximum return on investment. With increasing costs each year, it will become more challenging for this limited resource pool to keep up with an aging roadway and bicycle – pedestrian path system.

Parks and Community Services programs remain an important component of maintaining community wellness and neighborhood vitality. The Recommended Budget continues support for park maintenance operations, recreation programming, youth activities, community events, and improvements to public facilities and open spaces.

Additional investments are also included for tree trimming, bike path maintenance, playground improvements, pool safety fencing, and expanded recreation opportunities. The City will continue collaborating with community partners, schools, and nonprofit organizations to maximize recreational opportunities and improve access to community services.

This upcoming year, the community will celebrate new park investments and some long-deferred needs. General Vang Pao Park, located in Bellevue Ranch, will be under construction with support from a state parks grant. The Merced Zoo will reopen after a successful renovation using one-time American Rescue Plan Act (ARPA) funds which will better enhance guest and educational experiences. During the upcoming fiscal year work will also be underway using Community Development Block Grant (CDBG) funds on deferred improvements for Joe Herb Park.

The Recommended Budget balances continued focus on core neighborhood services and resident priorities. However, addressing deferred investment and future needs will continue to be a challenge that may impact future budgets. The City has approximately 30 acres of dedicated vacant park space. Each budget year park and recreation funding is fully allocated to maintaining existing parks and supporting recreation services. A lack of additional resources will continue to delay the City's ability to improve and develop these additional park areas. The City would need approximately $1 million per acre, or $30 million in total, to develop these neighborhood parks. New development will help provide public facility impact fees, which, combined with aggressive grant efforts and community support, will continue to be the approach used to add new park and recreational spaces for Merced residents.

Capital Improvement Projects and Community Investment

The City continues to make substantial investments in capital infrastructure projects designed to improve public safety, economic opportunity, transportation, recreation, and community development.
One of the City's most significant recreational investments funded through the American Rescue Plan Act (ARPA), Community Park 42 (CP42), is now in the final stages of completion. Developed through a collaborative partnership between the City of Merced, Merced County, Merced County Office of Education, and the Merced Union High School District, this major regional sports and recreation complex will provide expanded recreational opportunities, tournament capabilities, and enhanced amenities for residents and visitors while supporting economic activity throughout the community. CP42 may become the core of a future family entertainment zone that will help support expanded economic development activity and investment.

The Merced Yosemite Regional Airport Terminal Improvement Project also continues toward completion, with a pending grand opening anticipated in July 2026. This transformative project leveraged substantial federal and regional investment to modernize the airport terminal and improve regional transportation connectivity. In conjunction with the terminal project, the City is pleased to welcome new Essential Air Service provider Contour Airlines, which is expected to begin service connecting Merced with Las Vegas (LAS) and Los Angeles International Airport (LAX) in July 2026. These improvements are expected to strengthen regional economic development opportunities, improve transportation accessibility, and support tourism and business growth throughout the region.

Additional capital improvement efforts during Fiscal Year 2026-27 include:

- Roadway rehabilitation and pavement maintenance projects;
- Traffic safety and pedestrian improvement projects;
- Public facility repairs and modernization;
- Water, wastewater, and refuse infrastructure improvements;
- Downtown enhancement projects;
- Park and recreational facility upgrades;
- Technology and cybersecurity investments;
- Ongoing General Plan Update and long-range planning initiatives.

The City will continue aggressively pursuing grant funding and regional partnerships to maximize infrastructure investment opportunities while minimizing impacts on local taxpayers.

Challenges and Strategic Planning

Like many California communities, Merced continues to face economic and operational challenges associated with inflationary pressures, rising insurance and retirement costs, economic uncertainty, and evolving service demands. Increased costs associated with liability insurance, workers' compensation, healthcare, fleet maintenance, and infrastructure operations continue to place pressure on City finances.

Development activity remains active but continues at a slightly slower pace than peak periods experienced in previous years. This has affected certain development-related revenues and capital funding programs. The City continues evaluating operational efficiencies and fee structures to ensure services remain financially sustainable.

In addition, uncertainty regarding federal and state funding programs may impact future grant opportunities and infrastructure financing efforts. The City will continue monitoring legislative and economic developments while maintaining prudent reserve levels and conservative budgeting practices.

Despite these challenges, Merced remains well-positioned for long-term growth and economic opportunity. Continued investment associated with UC Merced, Merced Community College, transportation infrastructure, downtown revitalization, industrial development, and airport improvements provides strong opportunities for future economic expansion.

Governance and Organizational Excellence

The City Council continues to emphasize transparent governance, operational accountability, and strategic planning. Fiscal Year 2026-27 priorities include improving customer service, enhancing public communication, expanding technology capabilities, and modernizing City operations.

The City continues implementation of its Enterprise Resource Planning (ERP) systems, cybersecurity enhancements, records management improvements, and online permitting capabilities. These investments are intended to improve efficiency, transparency, and service accessibility for residents, businesses, and development partners.

The City also remains committed to maintaining strong partnerships with educational institutions, community organizations, regional agencies, business leaders, and residents to support long-term community success.

Conclusion

The Fiscal Year 2026-27 Recommended Budget reflects the City Council's priorities, resident feedback, and the City's commitment to responsible fiscal stewardship. The budget balances operational needs with long-term planning while continuing investments in public safety, infrastructure, parks, economic development, and neighborhood quality of life.

As the city continues to grow and evolve, maintaining financial flexibility and operational resilience remains critical. Through strategic investment, collaboration, and continued community engagement, the City of Merced remains focused on building a safe, vibrant, and economically strong future for residents and businesses alike.

I would like to thank the City Council for its leadership and policy direction, City staff for their professionalism and dedication, and the residents of Merced for their continued engagement and support. Together, we continue working toward a stronger future for the City of Merced.

In Service,



D. Scott McBride
City Manager

Fiscal Year 2026-27 Budget						
Final Errata List						
				26-27 Budget		
Org	Object	Descriptions	Description	Revenue		Expense
			Increase for Community Funding			
10000500	511038	Community Funding	Increase Community Support			30,000
			Increase to City Council Stipend			
10000500	501001	Regular Salaries	Increase regular salaries			21,900
10000500	504001	Social Security-OASDI	Increase social security-OASDI			1,358
10000500	504002	Social Security-Medicare	Increase social security-Medicare			318
			Increase Transfer In to cover the shortfall in General Fund			
10008000	491001	Transfer In-General Fund Reserve	Increase transfer in-General Fund Reserve	733,682		
10008000	498501	Transfer In-Section 115 Trust	Increase transfer in-Section 115 Trust	582,608		
			Total for Fund 1000-General Fund	**1,316,290**		**53,576**
			Additional Allocation for CDBG Funding			
25015500	412001	Community Development Block Grant	Increase revenue	145,361		
25015500	511013	Operating Materials, Supplies and Services	Increase operating materials, supplies and services			145,361
			Total for Fund 2501 - Community Development Block Grant	**145,361**		**145,361**
			Additional Allocation for HOME Funding			
25025500	412004	HOME Funds	Increase revenue	102,366		
25025500	511013	Operating Materials, Supplies and Services	Increase operating materials, supplies and services			102,366
			Total for Fund 2502 - Homes Fund	**102,366**		**102,366**
			Increase Rental Revenues and Expenditures in Bell Station			
30022520	417309	Facilities Rental	Increase revenue	16,690		
30022520	511001	Utilities	Increase Utilities			20,242
30022520	511002	Telephone	Increase Telephone			99
30022520	511013	Operating Materials, Supplies and Services	Increase operating materials, supplies and services			5,894
30022520	511041	Chemicals	Increase Chemicals			1,455
			Total for Fund 3002 - Bell Station	**16,690**		**27,690**
			Total Changes-All Funds	**1,580,707**		**328,993**

Revised Projected Fund Balances Including Errata List

Fund	Description	CM Recommended 26-27 Fund Balance	Errata Revenue	Errata Expense	5% Contingency		*Revised 26-27 Fund Balance*
Fund 1000	General Fund	4,467,565	1,316,290	53,575	1,178	*	***5,729,102***
Fund 2501	Community Development Block Grant	-	145,361	145,361			**-**
Fund 2502	HOME Fund	-	102,366	102,366			**-**
Fund 3002	Bell Station Facility	11,000	16,690	27,690			**-**
	Total Changes - All Funds		**1,580,707**	**328,992**	**1,178**		

*This represents an increase in the 5% contingency reserve from the City Manager Version of the budget in the General Fund due to the increase of the Errata operating expenditures.

City of Merced Budget 2026-27

FY 2026/27 Budget

- City Budget Overview
- General Fund
- Measure C
- Measure Y
- Other Departments
- Errata



Overview

Labor Negotiation Increases included 4%

Maintenance, Supplies, and Services <0%-2% increase

Methodology changes:
- New Grants
- Opioid Carryover

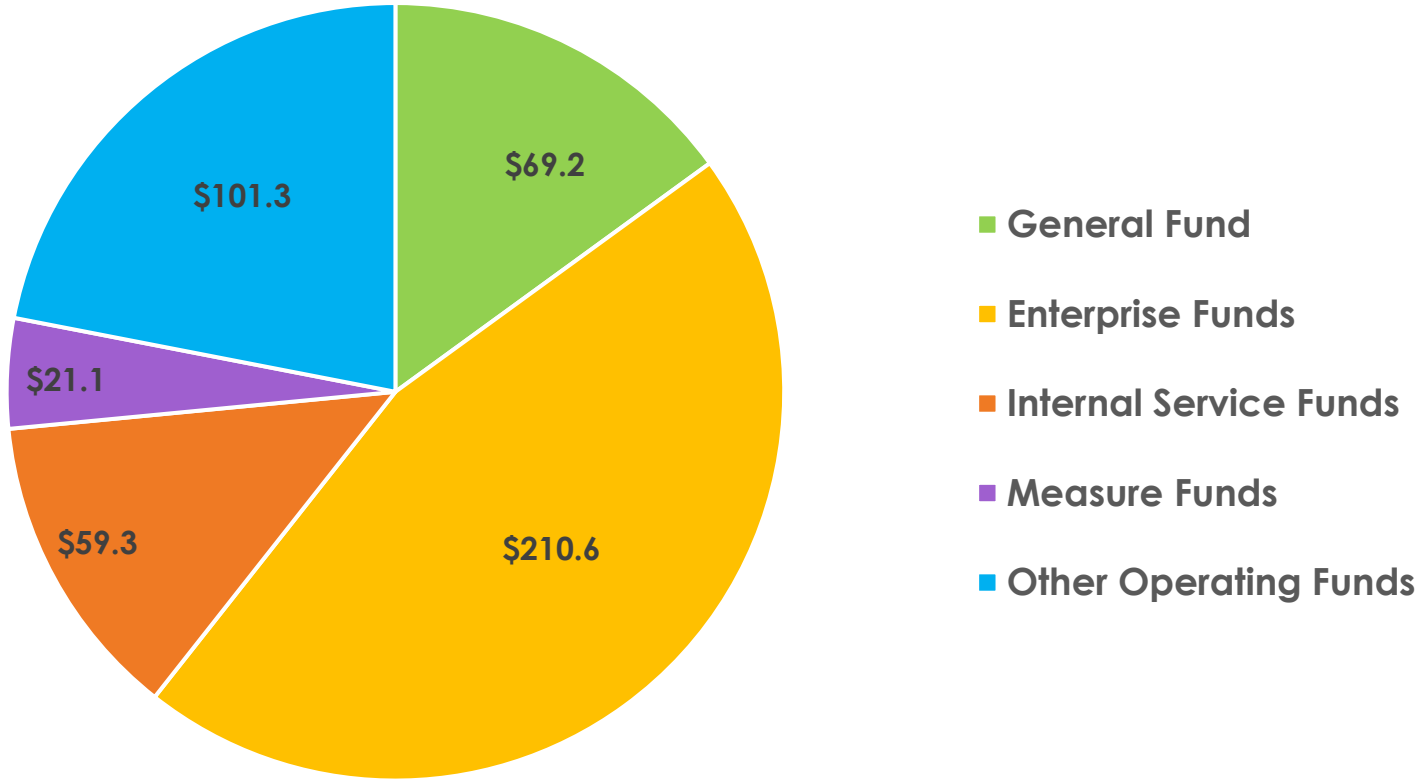
Parks and Community Services – Balanced but could have future challenges

PC and Fleet Replacement
- Not included in the General Fund
- Included in Enterprise Funds and other Special Revenue Funds

Includes Council Direction from 6/1/26 Public Hearing

FY 2026-27 Budget Overview

Total City Budget $461.5 million



FY 2026/27 General Fund

	Council Direction	City Manager Recommended	Difference
Estimated Beginning Balance – July 1, 2026	**$11,813,391**	**$11,813,391**	**$0**
Budgeted Revenue	**$68,546,849**	**$67,230,559**	**$1,316,290**
Operating Expenses	$66,246,189	$66,222,614	$23,575
Operating Transfers	$2,300,660	$2,300,660	$0
Total Operating Expenditures	**$68,546,849**	**$68,523,274**	**$23,575**
Revenue over/under Expense	**$0**	**($1,292,715)**	**$1,292,715**
Below the Line (Non-operating)	$431,123	$401,123	$30,000
Future Planning	$2,025,000	$2,025,000	$0
Prior Year Projects	$200,824	$200,824	$0
Recommended Ending Balance – June 30, 2027	**$9,156,444**	**$7,893,729**	**$1,262,715**
Less Committed Funds-5% Contingency Reserve	$3,427,342	$3,426,164	$1,178
Total Available Funds – June 30, 2027	**$5,729,102**	**$4,467,565**	**$1,261,537**

General Fund Transfers



	07/08A	08/09A	09/10A	10/11A	11/12A	12/13A	13/14A	14/15A	15/16A	16/17A	17/18A	18/19A	19/20A	20/21A	21/22A	22/23A	23/24A	24/25A	25/26B	26/27B
Housing Admin	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.08	$0.03
Airport	$0.08	$0.20	$0.07	$0.10	$0.06	$0.02	$0.06	$0.05	$0.04	$0.08	$0.00	$0.04	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.37	$0.35
Development Services	$0.00	$0.00	$0.57	$0.70	$0.50	$0.30	$0.96	$0.46	$0.25	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Parks and Recreation	$2.43	$1.80	$1.27	$1.10	$0.85	$0.50	$0.67	$0.75	$0.76	$1.00	$1.02	$1.32	$1.34	$1.13	$1.34	$1.21	$1.33	$1.62	$1.70	$1.78

$'s in Millions

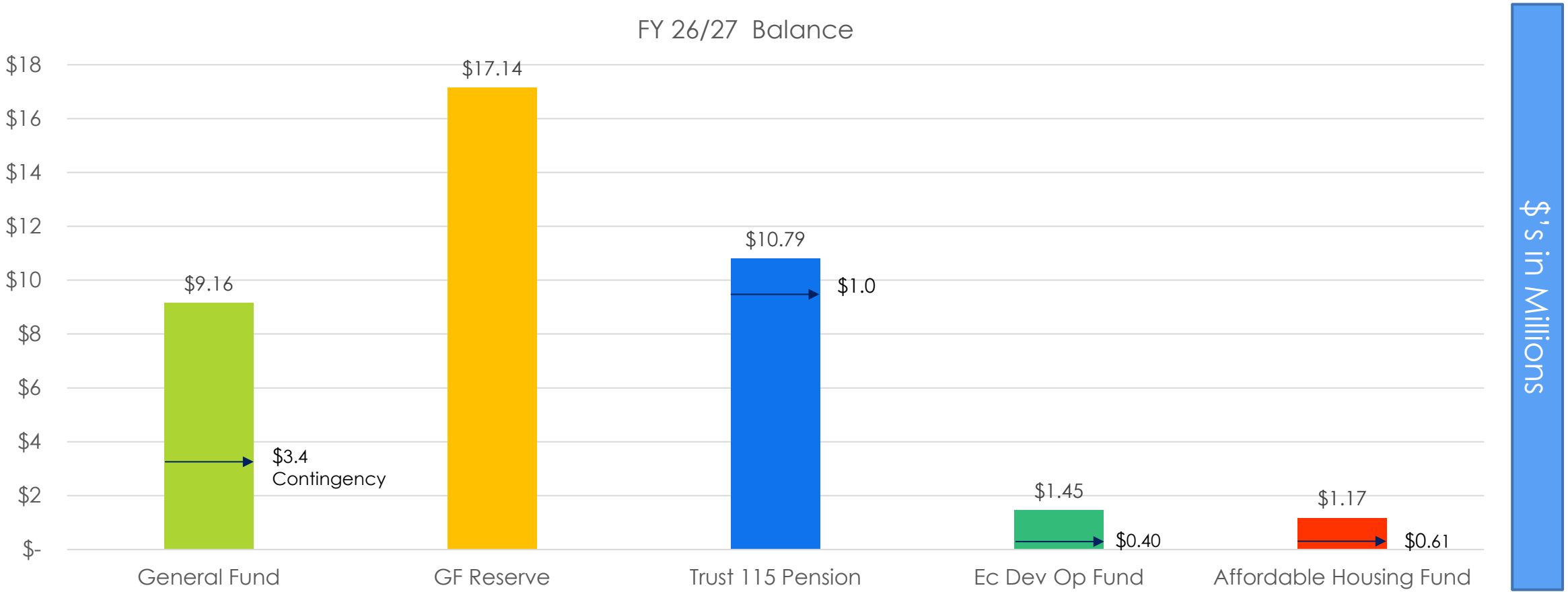
Below the Line Expenses (Non-Operating)

Enterprise Resource Planning (ERP)	$ 60,623
Election Cost	20,000
Compensation Study	150,000
Community Funding	30,000
Arts Projects (carryover)	70,500
Bob Hart Fountain Repairs	20,000
Park Maintenance ¾ Ton Truck	80,000
Subtotal	**$431,123**
Economic Development Opportunity Fund	405,000
Affordable Housing Fund	607,500
Trust 115-Pension	1,012,500
General Fund Reserve – 25% set aside	0
Total	**$2,456,123**

Funding Financial Resources

Fiscal Year 24-25 (audited) unreserved fund balance at June 30	$ 7,939,657
Fund 1001 GF Reserve additional for FY 26-27 budget	0
5% GF Contingency Reserve for FY 26-27 budget	3,427,342
Excess over General Fund Balance	$ 4,512,315
Amount Rounded	$ 4,500,000
	45%
45% Excess	$ 2,025,000
50% of 45% excess to Trust 115 for Pension Liability	$ 1,012,500
30% of 45% excess to Affordable Housing	607,500
20% of 45% excess to Economic Development Opportunity	405,000
Total	$ 2,025,000

Set-Aside Balances



Measure C

	Fund 2001-Old Measure C	Fund 2030-Public Safety	Fund 2031-Roads	Total
Beginning Balance 7/1/26	$3,890,521	$1,862,885	$643,266	$6,396,672
Sales and Use Tax	0	8,852,100	465,900	9,318,000
Other Revenue	158,500	0	7,420	165,920
Total Budgeted Revenue	**158,500**	**8,852,100**	**473,320**	**9,483,920**
Transfers	145,000	597	0	145,597
Operating Expenses	1,287,712	9,137,094	3,765	10,428,571
Acquisitions	0	0	530,000	530,000
Capital Improvements	1,670,388	0	0	1,670,388
Total Budgeted Expense	**3,103,100**	**9,137,691**	**533,765**	**12,774,556**
Ending Balance 6/30/27	***$945,921***	***$1,577,294***	***$582,821***	***$3,106,036***

*Meets GFOA Recommended Minimum

Measure Y

	Police-20%	Fire-20%	Parks & Rec-20%	Discretionary–40%	Total
Beginning Balance 7/1/26	$73,014	$351,201	$179,855	$109,781	$713,851
Estimated Tax Revenue	321,590	321,590	321,590	643,180	1,607,950
Estimated Other Revenue	5,050	16,470	2,000	8,500	32,020
Estimated Transfers-In			348,101	(348,101)	0
Estimated Transfers-Out			321,590	321,590	643,180
Estimated Expenses	378,441	483,111	442,101	0	1,303,653
Ending Balance 6/30/27	$21,213	$206,150	$87,855	$91,770	$406,988

Parks & Community Services

- **Balancing the Operating Budget**
  - Measure Y 20% Parks and Recreation $321,590
  - Measure Y 50% of 40% Discretionary $321,590
  - General Fund Transfer
    - $68,284 4% annual increase
    - $1,775,372 Total GF Transfer
  - Field Equipment
    - Mule Gator $20,000
    - Tractor $30,000
    - Lawn Mower (16ft wide) $20,000
    - Turf Tank Lease $15,000
    - Storage Container $5,000
    - Trailer $2,500

- **Additional Revenues**
  - Council Approved Rate Increases
    - CP42 Field Rentals $60,000
  - Zookeeper 3 yr Donation
    - Yr 2 cost of zookeeper $76,200
  - MCSD Contribution
    - Youth Sports $196,850
  - CVOF Grant
    - Outdoor Recreation Program $124,725
  - CFD Special Tax
    - 6,423 Parcels to be Levied $240,640

Police – 143 Positions (98 sworn officers)

- General Fund
  - Total Funded Positions =109.30 (67.3 sworn/42 non-sworn)
- Measure C
  - Total Positions = 23.49 (20.49 sworn/3 non-sworn)
  - 4 Part-Time CSO's for Code Enforcement
  - Duty Weapon Replacements $105k
  - Operating Costs $1M -18% increase
- CFD
  - Total Positions = 10.21 sworn
- Measure Y
  - 5 Part-Time CSO's for Code Enforcement
  - Fleet Repairs (unanticipated) $75K

Fire – 93 Positions (88 sworn officers)

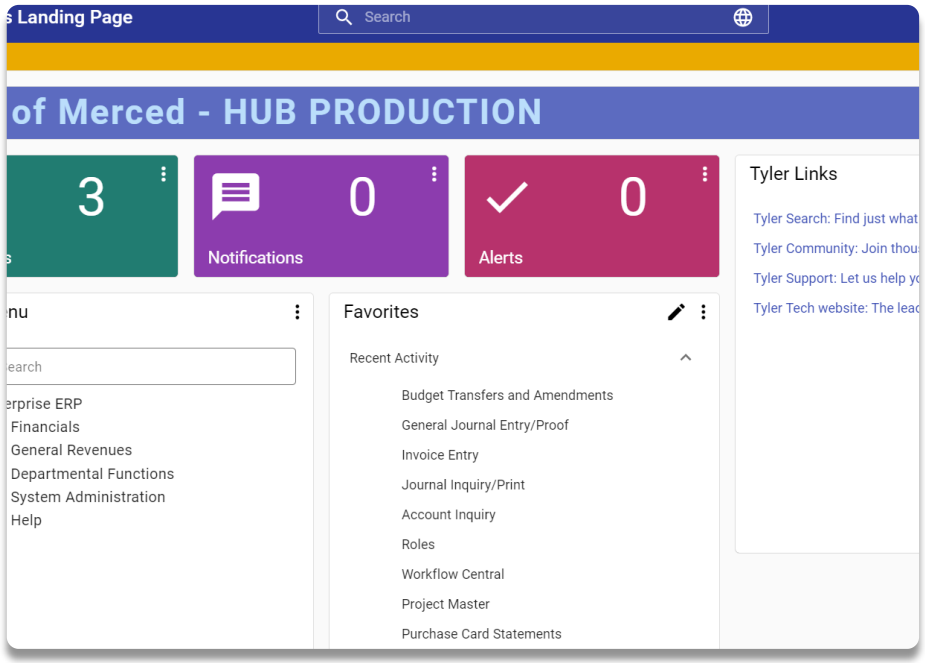
- General Fund
  - Delete 2 Battalion Chiefs (40 hr)
  - Add 2 Division Chiefs
  - Fire Chief Equity Salary Adjustment (9%)
  - SAFER Grant Positions -24
    - Grant Expire March 2027
  - Total Non-SAFER Funded Positions =52.18 (47.18 sworn/5 non-sworn)
- Measure C
  - Total Positions 11.3 sworn
  - Operating Costs $1.1M- 8% increase
- CFD
  - Total Positions = 5.52 sworn
- Measure Y
  - 2 Cardiac Monitors $120k
  - Weed Abatement $80k
  - Narcotics Safe $11k

Administration



- City Council
  - Recommended Stipend $1000/$1,250 month
    - Added $23,575 for increase
- City Manager
  - 2 Part-Time Interns
  - Delete 2 Peer Support Specialist
    - CalVIP Grant Expired 12/31/25
  - Compensation Study $150k
- City Clerk
  - 1 Part-Time Deputy City Clerk
    - SB707 and Public Records Requests

Administration

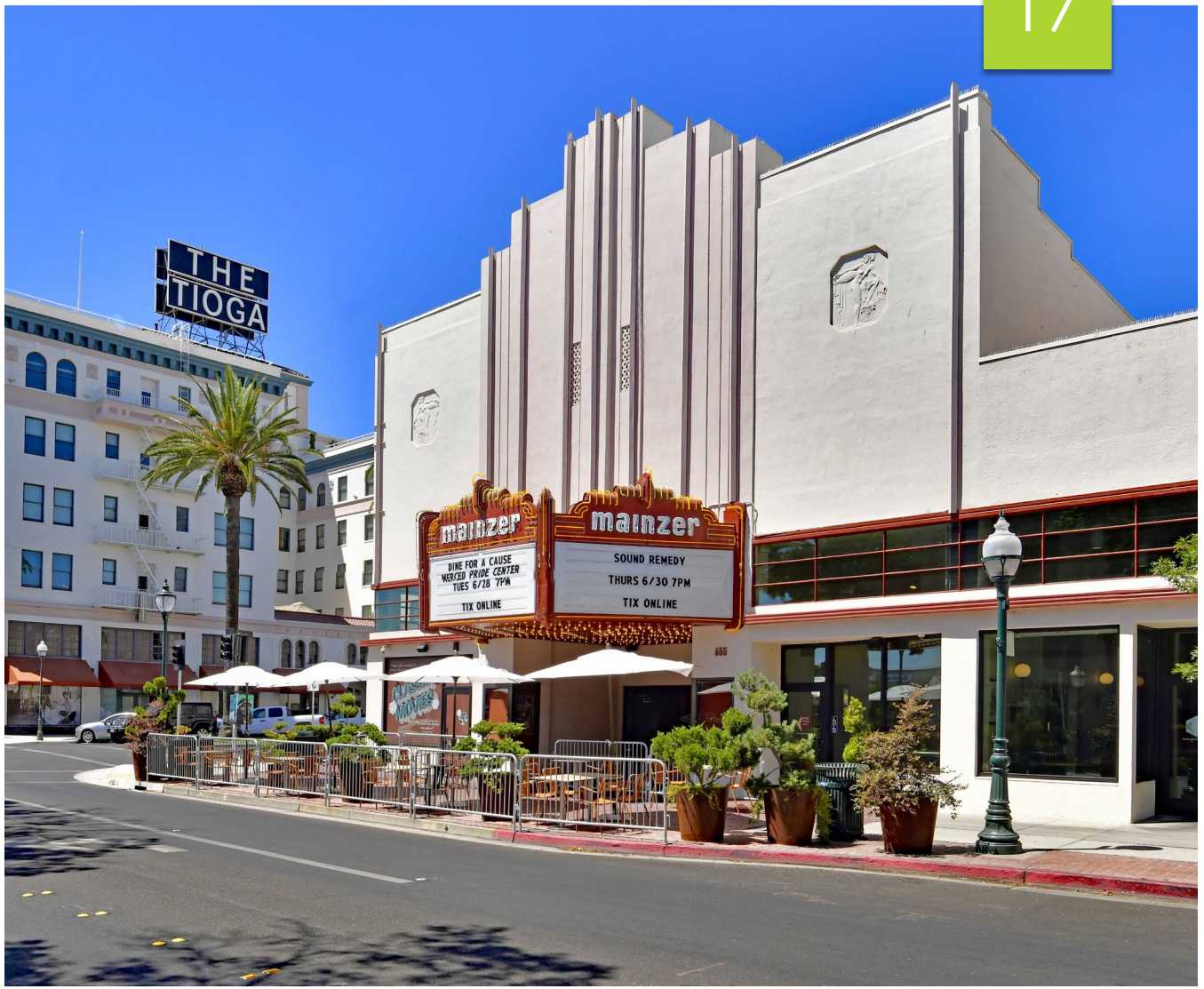


- Human Resources
  - Add HR Director $217K
    - GF (44%) 95K
    - Other Funds (56%) $122K
- Info Technology
  - Add Cyber Security Specialist II $154k
    - GF (45%) $69k
    - Other Funds (55%) $85k
  - End of Life Server Replacements $80k
  - End of Life Wireless Access Point Replacements $30k
  - ERP Allocation $0
- Other
  - $2 million RDA Residual revenue
  - Arts funding carryover $70,500
  - No allocation for Community Funding (Added $30k per Council Direction)

Downtown/Economic Dev/Airport

- Property Based Improvement District (PBID)-2% increase
- Tourism Based Improvement District (TBID)-3% increase
- Sale of Bell Station (added 3-month budget $28k)

- Airport Deficit
  - Completion of new Terminal
  - New carrier-Contour Air
  - GF Transfer $354k
  - Other Opportunities to increase revenue
    - $20k Contingency



Public Works-Staffing



- Add 3 Maintenance Worker I/II-Streets (1) and Refuse (2)
- Delete Water Distribution Quality Assurance Tech and add Water Distribution Operator III
- Add Storekeeper-Fleet Maintenance $94k
  - GF (17%) $17k
  - All other funds (77%) $77k

Parks

- Measure Y -40%
  - Bike Path Maintenance $53K
  - Tree Trimming $100k
  - Park Maintenance $75k
  - McNamara Pool Fence $35k
  - Ada Givens Pool Fence $35k
  - Playground Deductibles
    - Frederick Douglas $25k
    - Kingsland $25k
  - Cellular Tower Agreement
    - Rahilly Park $30,000



Capital Projects



- Streets
  - Bellevue Road Bike Path-New $300k (UCM)
  - APS Polara-Push Buttons @ Schools-add $100k
  - Downtown Concrete Light Poles-add $40k
  - Craig Drive Rehab-New $200k

Roads Projects Available Funding

Fund	Funding Source	PTBD	Unappropriated	Total
2007	Gas Tax-SB1	$ 3,315,841		$3,315,841
2008	Measure V-Alternative Modes	759,145		759,145
2009	Measure V-Local Transportation	3,794,680		3,794,680
2031	Measure C-Roads		582,822	582,822
3006	Surface Transportation Program (STP)	3,241,991		3,241,991
3007	Local Transportation	209,269		209,269
	Total	$11,320,926	$582,822	$11,903,748

Errata List

Description	Amount
Add Increase to Council Stipend	$23,575
Add Community Funding	$30,000
General Fund Reserve-5% Contingency increases based on increasing operating expenses	$1,178
Add Transfer from General Fund Reserve to General Fund to cover part of the deficit.	$733,682
Add Transfer from Trust 115 for Pension to General Fund to cover balance of the deficit.	$582,608
Add Bell Station budget	$27,690
Revise CDBG HUD Allocation	$145,361
Revise HOME HUD Allocation	$102,366

Next Steps



Re-open the Public Hearing



Take Public Comment



Adopt a Motion Approving the FY 2026/27 Budget

Questions

ADMINISTRATIVE REPORT

File #: 26-513 Meeting Date: 6/15/2026

Report Prepared by: Karen Baker, Economic Development Associate

SUBJECT: Approval of a Supplemental Appropriation from the Unencumbered, Unreserved Fund Balance of Fund 1017-Economic Development Opportunity in the Amount of $100,000 for the Airport Terminal Replacement Project CP230073

REPORT IN BRIEF

Considers approving a supplemental appropriation from the unreserved, unencumbered fund balance from 1017-Economic Development Opportunity in the amount of $100,000, transferring to Fund 5006 - Airport CIP, and appropriating said funds to Airport Terminal Replacement Project CP230073, for the Transportation Security Administration (TSA) security equipment to be installed, relocated and/or decommissioned by a certified Maintenance Service Provider (MSP) trained by the Original Equipment Manufacturer (OEM).

RECOMMENDATION

City Council - Adopt a motion approving a supplemental appropriation from the unreserved, unencumbered fund balance of Fund 1017- Economic Development Opportunity in the amount of $100,000, transferring to Fund 5006 - Airport CIP, and appropriating the same to the Airport Terminal Replacement Project CP230073.

ALTERNATIVES

1. Adopt the motion as recommended by staff; or
2. Modify the action (specific in motion); or
3. Deny the action; or
4. Continue to a future City Council meeting (date and time to be specified in motion).

AUTHORITY

Charter of the City of Merced, Section 200; Economic Opportunity Fund Policy (h) To fully utilize existing real estate, real property, or existing or planned infrastructure, facility or capital improvements.

CITY COUNCIL PRIORITIES

As provided for in the 2025/2026 Adopted Budget.

DISCUSSION

The Merced Yosemite Regional Airport is an Essential Air Service (EAS) Airport. Transportation Security Administration (TSA) is a requirement at all EAS Airports. As part of the Terminal

Replacement Project, TSA requires all TSA security equipment to be installed, relocated and/or decommissioned by a certified Maintenance Service Provider (MSP) trained by the Original Equipment Manufacturer (OEM). TSA has provided a specific list of vendors that are approved to move existing equipment into the new terminal and set up new equipment that will be provided by TSA. In addition, the vendor selected will decommission, package and ship equipment back to TSA. The vendor selected will provide project management, supervision, and rigging of One (1) CEIA WTMD (Walk Through Metal Detector), Two (2) Leidos ETDs (Explosive Trace Detection), One (1) CEIA BLS (Bottle Liquid Scanner), Barrier gates and ancillary equipment. This is a required expense to open the new terminal. City staff is requesting more than proposals submitted in case of unforeseen expenses that might occur. After Council approval of this supplemental appropriation, a Statement of Services agreement will be executed.

Economic Development Opportunity Fund

On April 2, 2018, the City Council adopted Resolution 2018-20, A Resolution of the City Council of the City of Merced, California, adopting Economic Development Opportunity Policy, establishing the terms in which funds from the Fund may be used (Attachment 3). The Terminal Replacement Project is a capital improvement project complying with Policy (h) “To fully utilize existing real estate, real property, existing or planned infrastructure, facility or capital improvements.

Essential Service

TSA Screening equipment and TSA staff are required at an Essential Air Service Airports as a priority function of the Merced Yosemite Regional Airport.

IMPACT ON CITY RESOURCES

Staff are seeking approval of supplemental appropriation from the unreserved, unencumbered fund balance from 1017-Economic Development Opportunity in the amount of $100,000 and transferring to Fund 5006 - Airport CIP and appropriating the same amount to Airport Replacement Project CP230073.

The current balance available in the Economic Development Opportunity fund is approximately $1 million.

This item requires five (5) affirmative votes from Council for approval.

ATTACHMENTS

1. V2X Proposal
2. K2 Proposal
3. Economic Development Opportunity Fund Resolution 2023-54

V2X Proprietary

14 May 2026

Merced Yosemite Regional Airport (MCE)
20 Macready Drive
Merced, CA 95341

Attention: Karen Baker, Economic Development Associate

Subject: V2X Proposal for Merced Yosemite Regional Airport Checkpoint Relocation Project

Enclosures:
(1) Cover Letter
(2) Cost Volume
(3) Contract for Supply of Goods and Services

Karen,

V2X Aerospace LLC is pleased to submit the subject Firm Fixed Price Proposal in the amount of **$72,345.00**

The following terms, conditions, and assumptions apply to this proposal:

- The terms and conditions of Enclosure (3), inclusive of Exhibits 1-3, apply to any resultant award. As Enclosure (3) is a draft contract document, you may choose to either a) insert all relevant entity information and execute the contract by signing and dating Enclosure (3), or; b) issue your own purchase order referencing only and all portions of the Enclosure (3) document as applying to the award.
- The proposed Statement of Work and scope assumptions (see Enclosures 2 & 3) shall apply to any resultant award.
- The assumed Period of Performance begins July 2026. A more definitive schedule shall be coordinated and mutually agreed upon between the Customer and V2X Program Management after a finalized contract is in place.
- V2X requires an executed subcontract no later than four (4) weeks prior to the proposed deployment in order to provide sufficient lead time to issue subcontracts to the OEMs. Any award after that date may result in an adjustment to the price and/or schedule.
- This proposal is valid for forty-five (45) days.

Please direct any questions to the undersigned at (253) 370-4466 or James.Waldeck@goV2X.com.

Best regards,

James Waldeck

James Waldeck
Contracts Manager
V2X Aerospace LLC

MCE Checkpoint Relocation Proposal

May 14, 2026

Submitted to:

Attn: Karen Baker, Economic Development Associate
Merced Yosemite Regional Airport
20 Macready Dr
Merced, CA 95341
(209) 724-8105 Bakerk@cityofmerced.gov

Prepared by:

V2X Aerospace LLC
555 Industrial Dr. South
Madison, MS 39110

Submitted by:

James Waldeck
Contracts Manager
Phone: (253) 370-4466 | Email: James.Waldeck@goV2X.com

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This document does not contain technology or Technical Data controlled under either the U.S. International Traffic in Arms Regulations or the U.S. Export Administration Regulations.

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COST/PRICE PROPOSAL

1.0 EXECUTIVE SUMMARY

V2X is pleased to provide the following proposal for the MCE Checkpoint Relocation Project. V2X offers the same comprehensive and collaborative management approach and field engineering organization that successfully executes similar Transportation Security Equipment (TSE) relocation services for the Transportation Security Administration (TSA).

V2X's offering includes:

- A team experienced with deployments/movements of TSE at airports across the US.
- A TSA experienced Project Management and Supplier Administration Team.
- An experienced Site Lead to provide on-site support and coordinate OEMs, Shippers and Riggers.
- An experienced rigging team, with sufficient staff and specialized rigging equipment to safely move the TSE out of and into position. Our team has successfully deployed numerous checkpoints.
- OEM Certified Technicians to perform installation and de-installation of TSE.
- Comprehensive project pricing that includes de-install and install of all the proposed equipment.
- Documented Site Acceptance Test and Operational Readiness Tests, as applicable.
- Status Reports, and Decommission Checklists, OEM Site Acceptance Test (SAT) or Operational Readiness Test (ORT) documents as applicable.

2.0 PRICING DATA

The table below summarizes the cost for this effort only. The Period of Performance (PoP) to accommodate the move schedule is assumed to begin in July of 2026. A more definitive schedule shall be coordinated and mutually agreed upon between the Customer and V2X Program Management after a finalized contract is in place.

Table 2.0-1 Proposal Values

Description	Amount

• Relocate the checkpoint equipment listed below at Merced Regional Airport (MCE).
  o Relocation
  ▪ One (1) CEIA WTMD
  ▪ Two (2) Leidos ETDs
  ▪ One (1) CEIA BLS
  ▪ Barriers, gates and ancillary equipment.
	$72,345

3.0 TERMS, CONDITIONS, AND ASSUMPTIONS

V2X's proposed performance is predicated on acceptance of the terms and conditions provided via filename "03 - Contract for Supply of Goods and Services_ MCE Checkpoint Relocation Project", included with this proposal submittal, which shall apply to any resultant award.

Assumptions

- V2X requires an executed subcontract NLT **4 weeks prior to proposed deployment** to provide sufficient lead time to issue subcontracts to the OEMs. Any award after that date may result in adjustment in cost and schedule.
- Each bid phase is performed during one contiguous travel period (one trip in and one trip out). Any excessive delay in travel (i.e., next day delay) due to weather, natural or man-made disasters, public unrest, airline equipment failures, etc. will result in a change order.
- No extra time for addressing failed units or delays caused by equipment performance. Extra days on site above the planned duration will result in a change order.
- OEM services need to be finalized two weeks in advance; rescheduling will result in a change order.
- No site preparation or restoration is included in this proposal.
- Local TSA will order needed FF&E (gates, barriers, manual diverter table [MDR], stainless steel tables, etc.) through the ReMAG process, if needed.
- Work will be accepted at OEM certification of operation via a Site Acceptance Test or Operational Readiness Test with no additional acceptance required by the customer.
- No special access requirements: Local TSA, Airport or GC will provide escorts as required.
- Procurement is for services only. Improvements of equipment aesthetics, such as the repainting or replacement of metal works, or replacing of belts, curtains or any subcomponent of the equipment is not included.
- Repair or replacement of currently worn or damaged subcomponents, such as wheels, belts, buttons and leveling feet are not included.
- Seller does not warranty the performance of the equipment after OEM certification as maintenance and operation is the responsibility of TSA.
- Services do not require permits and do not include coordination with local TSA project personnel.
- Period of Performance not to exceed eight (8) weeks.
- No Engineering support for drawings review or completion.
- No assessment of structural strength, stresses, or loading analyses will be required. No asbestos survey analysis, asbestos abatement, environmental analysis, or other analysis will be required.
- Inclement weather, state of emergency, and/or pandemic may prevent timely travel to and from airport sites in efforts to meet the schedule for site surveys and site validation reports.
- No Ground Penetrating Radar priced or needed.
- MOU/MOA approvals are in place with TSA-HQ, if required.
- Duress alarm relocation will be covered by others (Airport, GC, etc.), if needed.
- Third party TSA Certification pricing **is** included. TSA does not pay for testing on commercial projects.
- Quote does not include shipment or procurement of additional TSA ancillary equipment (barriers, gates, rollers, etc.) required for checkpoint operations. A change request may be required for V2X to ship additional TSA ancillary equipment (if available at the TSA Logistics Center) to get requested materials to site. Additionally, a change request may also be required for V2X to procure additional TSA ancillary equipment if the items are not available at the TSA Logistics Center.

Use or disclosure of data contained on this sheet is subject to the restrictions on the title page of this proposal

TECHNICAL RESPONSE

4.0 SCOPE OF WORK

- Site survey
- Relocate/rig stated equipment and have OEM complete deinstallation/installation of:
    - 1 CEIA WTMDs
    - 2 Leidos ETDs
    - 1 CEIA/Smiths BLS
    - Any ancillary equipment (gates, barriers, tables, roller)
- Operational Readiness Test coordination and paperwork submittal, as required.

The following applies to both scope Options:

Rigging and installation of equipment shall be performed during the available window given by the airport on a non-holiday weekday.

5.0 DELIVERABLES, ACCEPTANCE CRITERIA, AND SCHEDULE OF PAYMENT

5.1 Deliverables and Acceptance Criteria

Checkpoint Relocation: The project will be considered complete following certification of all the equipment and lanes in the scope section by the OEM for use in screening operations. Readiness certification is given by the OEM and documented via SAT/ORT documentation. Acceptance by the OEM constitutes acceptance of the deliverable.

5.2 Schedule of Payment

One invoice for the full contract value will be submitted upon completion of the checkpoint relocation and acceptance of all deliverables.

CONTRACT FOR SUPPLY OF GOODS AND SERVICES
Contract No. 5142026MCE

This agreement (hereinafter referred to as the Contract) is effective as of [insert date] by and between V2X Aerospace LLC, a Delaware corporation (hereinafter referred to as V2X) having an office at 555 Industrial Drive South, Madison, MS 39110 and [insert entity name] (hereinafter referred to as Customer), having an office at [insert entity address].

RECITALS

A. The parties intend to work cooperatively on the Project, described as the **MCE Checkpoint Relocation Project**
B. V2X submitted a proposal to the Customer for performance of certain work related to the Project;

C. The parties have agreed to the definition of the scope of V2X's work including acceptance criteria as more fully described in Exhibit 1, V2X's deliverables and their corresponding delivery dates as detailed in Exhibit 2, and the schedule of payment to V2X as delineated in Exhibit 3;

NOW THEREFORE in consideration of the premises and covenants herein, the parties agree as follows:

1. Commencement / Effectivity. V2X's obligations under the Contract commence upon receipt of the fully executed contract that contains:

a) a definitive statement of work including acceptance criteria (see Exhibit 1) and delivery schedule (see Exhibit 2) as mutually agreed;
b) an agreed payment mechanism and payment schedule (see Exhibit 3), including assurance of payment in whatever form V2X may reasonably require; and,
c) all other terms and conditions mutually agreed.

2. Cooperation / Non-interference. The Customer shall cooperate with V2X and shall do nothing to interfere with or otherwise frustrate V2X's ability, opportunity or right to promptly and efficiently carry out and complete its duties and obligations under the Contract. Any Customer decision or determination of compliance under the Contract must be based upon objective rather than subjective standards. Any Customer required consent, approval, waiver, cancellation, change, acceptance, or other action shall be fairly made or taken and not unreasonably withheld or delayed, so that each party may efficiently complete its obligations under the Contract.

3. Changes. The Customer may make a change, including an alteration or addition or deletion, within the general scope of work, and in which case V2X is entitled to a corresponding change to the Contract. Either V2X or the Customer may initiate a change request for evaluation. V2X will assess each such request and shall provide the Customer an estimate of the effect of the change on the cost/price to perform the work, as well as the schedule for completion of the work and any other affected terms and conditions. Prior to implementation of any such change, each party's authorized representative shall agree and sign the written change order, which sets forth the changes in the scope of the work, deliverables and delivery schedule, price and payment schedule and any affected terms and conditions. Neither party is under any obligation with respect to any change until V2X receives the corresponding fully executed Contract change order. Failure of the parties to agree on scope, price, schedule, affected terms and conditions or other elements of a change will be considered a Dispute and subject to Article 13 herein below.

4. Payments.

(A) The Payment Schedule (Exhibit 3) sets out the manner in which V2X will be paid for accomplishment of work, including as applicable a schedule of milestone events and amounts agreed by the parties and based upon demonstrable achievement of objective milestones or events that represent real physical progress and specified deliveries on the Project. Customer understands and agrees that upon putting a deliverable into productive use, such deliverable item is deemed accepted and V2X's entitlement to invoice and payment is triggered.

(B) Customer shall pay V2X upon receipt of each invoice for each delivery made and milestone successfully completed. Unless stipulated otherwise in the Contract, Customer shall pay V2X in United States dollars via electronic funds transfer to the bank account designated in writing by V2X within thirty (30) days following the date of V2X's invoice. Customer has five (5) business days to object to the invoice after which time the invoice is deemed correct. Grounds for objection are limited to non-conformance to the contract and the amount withheld shall be limited to the disputed amount; Customer shall pay V2X all undisputed amounts.

(C) In the event V2X completes a delivery or milestone earlier than as set forth in the schedule, V2X is entitled to invoice immediately and the Customer shall pay V2X for such early delivery or milestone accomplished.

(D) If V2X does not receive payment within the agreed period, V2X may apply finance charges on the outstanding balance at a rate of 1½% per month, which amount shall become payable either when included in the next invoice or upon receipt of V2X's separate invoice for such amount.

(E) Customer's timely payment to V2X is a material obligation under the Contract and if V2X does not receive payment in any event within thirty (30) days of the date payment is due, V2X may suspend performance under the Contract, without jeopardy of the termination, until such time as Customer satisfies in full all of its outstanding payment obligations to V2X; V2X's rights in this regard are without prejudice to its other rights and remedies available to it in Contract, at law, or in equity, including its entitlement to all costs of collection, attorneys' fees, and other damages.

5. **Title / Risk of Loss.** Title to any delivered item (excluding software) passes to the Customer concurrent with payment in full for such delivered item; risk of loss for any tangible item transfers at delivery as set forth in Incoterms 2010.

6. **Force Majeure.** Neither party will be liable to the other for delays due to an event beyond its reasonable control (Force Majeure Event), including but not limited to: an act of God; an act of Government including a change in laws or regulations; denial or revocation of a necessary export license by an agency of the U.S. government; an act of war, terrorism or public enemy, riots, civil strife, insurrection, sabotage, or espionage; fire; flood, earthquake, an unusually severe weather event or other natural disaster; epidemic, pandemic, quarantine; embargo, strike, lock-out, and other action by organized labor; and any other cause beyond the reasonable control of the affected party. As soon as practical after the occurrence of any such event, the affected party will notify the other party, which notice must include the event or cause of the delay, the anticipated impact on the schedule and the costs to perform the remaining effort under the Contract. Each party shall exert all reasonable efforts to mitigate the damages resulting from the occurrence of such Force Majeure Event(s). Upon receipt of the written notice of a Force Majeure Event, the parties will meet to mutually determine the best course of action, to include adjustment of the Contract schedule, equitable adjustment of the Contract price, and/or modification of the affected terms and conditions to account for the effects of the Force Majeure Event. The occurrence of any Force Majeure Event does not relieve either party of its payment obligations under the Contract.

If a Force Majeure Event prevents V2X's performance for a period of 90 consecutive days or for 120 days out of a 12-month period, then either party may terminate this contract in which case Customer shall pay V2X for all milestone events completed, all deliveries made up to the date of termination, and any work in progress, including purchased material, it desires V2X to deliver.

7. **Warranty.**

(A) For each hardware item manufactured by V2X that is specified as a deliverable under the Contract, V2X warrants that, at the time of delivery, its delivered end product will be free from defects in material and workmanship and will meet the requirements of the functional specification, if any, as mutually agreed. If the Customer notifies V2X of a defect within one (1) year after delivery, the Customer shall provide prompt written notice to V2X specifying the nature of the defect. V2X shall at its discretion, and at its cost and expense, either repair or replace the defective item, provided that the Customer shall bear the cost of removing and shipping the defective item to V2X as well as the cost of re-installing the repaired or replaced item upon receipt from V2X. If V2X determines the failure or defect to be a warranty-covered item, V2X shall reimburse the Customer for the cost to ship the item to V2X's designated repair facility. Any item repaired or replaced under warranty shall enjoy the remaining, unexpired warranty period of the original item. V2X has no warranty obligation for a defect or damage that: (i) arises out ordinary wear and tear; (ii) is of a cosmetic nature; (iii) results from lack of or improper maintenance, misuse, abuse or use for a purpose other than for which the item was intended or designed; (iv) results from repair or attempted repair by a party (including Customer) that is not authorized by V2X to perform such repair; or, (v) caused by a Force Majeure Event.

(B) For items that are manufactured by others and delivered by V2X under this Contract, V2X shall pass-through the warranties of the original equipment manufacturer, if any, to the extent such are transferrable to the Customer. V2X makes no other or additional warranties related to such items manufactured by others.

(C) V2X warrants that its professional and technical services provided under the Contract will be performed in a workmanlike manner by competent personnel with pertinent experience in the field of effort and will be performed with that degree of care and diligence generally accepted in the U.S. aerospace and defense industry in effect at the time of performance. If any of V2X's services are found to be non-conforming within ninety (90) days after performance, then after receiving Customer's prompt written notice, V2X shall at its

cost and expense re-perform such non-conforming services. No other warranties/remedies apply.

(D) For software that V2X provides as or as part of a delivered item, V2X warrants that the media upon which the software is delivered will be free from defects in material and workmanship for a period of ninety (90) days. V2X makes no warranty that the software will run uninterrupted, error-free, or virus-free. V2X shall run the software through an industry-recognized anti-virus and malware program prior to delivery to the Customer.

(E) The warranty remedies provided in the Contract are the Customer's sole and exclusive remedies for breach of warranty and constitute V2X's sole liability with respect to breach of warranty provision.

(F) **DISCLAIMER. V2X DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, TITLE, AND NON-INFRINGEMENT.**

8. **Indemnity.** Each party is responsible for the effects of its own negligence and willful misconduct during performance of the Contract including the warranty period, and each shall defend and indemnify the other from and against all loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the extent such claim or cause of action arises out the negligence or willful misconduct of the indemnifying party. The indemnified party shall provide prompt written notice to the indemnifying party, turn over sole control for the defense and settlement of the claim to the indemnifying party and the indemnified party shall cooperate with the indemnifying party in the defense as reasonably necessary at the indemnifying party's expense. If the joint or concurrent negligence of the parties is the sole cause of the damage or injury, each party shall share in the loss, cost or expense in proportion to its relative degree of negligence and the right of indemnity will apply to each such proportion.

9. **Insurance.** With respect to insurance requirements, V2X shall provide appropriate limits and types of coverage based upon V2X's standard types and limits of insurance as necessitated by the scope of work and consistent with V2X's experience with similar projects and prevailing market conditions. V2X shall carry insurance against risk of loss or damage to its own property or that for which it is responsible, and against liabilities for damages of third parties arising out of V2X's negligence. If Customer requests, V2X will furnish Certificate(s) of Insurance evidencing the types and amounts of policy coverages, and which will provide for prior written notice of cancellation of any of these policies. If the Customer requires any additional project-specific insurance policy, it shall advise V2X and V2X shall provide the estimated cost of obtaining such project-specific policy, which shall be incorporated into the Contract and into the Project price.

10. **Limit of Liability.** The parties agree that whether due to delay, breach of contract or warranty, tort (including negligence and strict liability) or otherwise, neither shall be liable to the other for any special, indirect, incidental, punitive or consequential damages of any nature whatsoever or howsoever arising, including, without limitation, the other party's loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation or increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers. The parties agree further that V2X's total cumulative and aggregate liability for direct damages of Customer whether in contract, warranty, tort (including negligence or strict liability) or otherwise for performance or breach of the Contract or anything done in connection therewith, shall not exceed the total value of the Contract. This limitation of liability also extends to any of V2X's subsidiaries, affiliates, contractors and subcontractors of every tier performing work under this Project. The time period for Customer to bring claims against V2X must be within V2X's performance period set forth in this Contract, including the warranty period. The limitations on the parties' liability set forth in this Article 10 survive cancellation, termination, or completion of the term of this Contract.

11. **Exclusive Remedies.** To the extent contractual remedies are specified for breach, such remedies shall be exclusive and in lieu of any other remedy.

12. **Applicable Law.**

(A) Each party understands and agrees that with respect to this Contract, it is bound by and must comply with the laws and regulations of the United States, including specifically those laws and regulations related to export control, Foreign Corrupt Practices Act and anticorruption, anti-boycott, and national security concerning protection of U.S. classified information; and neither party will take or will be required to take any action inconsistent with applicable laws or regulations.

(B) In particular, the parties agree that the Contract and any dispute arising out of the Contract or related to the Contract shall be governed by the laws of the State of Delaware without respect to its conflicts of laws principles, and further the parties agree to the exclusive jurisdiction in state or federal court in that locale.

(C) Notwithstanding the above, either party may seek injunctive relief in any court of competent jurisdiction against improper use of its proprietary information.

13. **Dispute Resolution.** The parties shall endeavor to resolve each dispute amicably and in a timely manner that reflects good faith and the spirit of cooperation. Resolution of the dispute will first be attempted locally through discussion and negotiation by the parties' on-site project managers and then, if still unresolved after 15 business days, through face-to-face meeting of each party's senior management responsible for respective business units performing on the Project; if the dispute cannot be resolved after a further 15 business days through these meetings, then either party may seek an acceptable resolution through facilitated mediation. If all such attempts fail to result in an acceptable resolution, then upon formal notification to the other party, either party initiate legal proceedings as permitted in this Agreement.

14. **Taxes / Duties.** V2X's prices in the Contract include all applicable U.S. Federal, State, and local taxes and duties. Unless otherwise specifically stated in the Contract, V2X's prices do not include any non-U.S. tax, customs duty, or levy which if imposed will result in an increase in the overall Contract price. If tax laws or regulations change and result in increased tax liability for V2X, the Contract price will be equitably adjusted reflective of that increased tax liability of V2X.

15. **Intellectual Property.** Background IP is intellectual property that is not produced under the Project Contract. V2X provides a non-exclusive, nontransferable license to the Customer for the limited right to use the Background IP solely for the defined purpose or Project. Background IP may not be separated out from deliverables. For intellectual property produced under the Project Contract (Foreground IP), V2X provides a non-exclusive, nontransferable license to the Customer for the right to use such Foreground IP. V2X grants no right in or delivery of source code related V2X Software (Background IP or Foreground IP) or to a third party's software. If the Customer is not the end user, V2X will provide required software and other materials once the Customer legally binds the end-user to the terms of V2X's end-user license agreement. For software and other materials of subcontractors or suppliers of V2X or their equipment delivered or software required under the Contract, V2X shall pass through to the Customer those transferable rights granted to V2X by the subcontractor/supplier conditional upon the Customer legally binding the end-user agreement to the terms of the subcontractor/supplier end-user license agreement, if any.

16. **Confidentiality.** Each party shall protect the other party's proprietary information from unintended disclosure or dissemination using the same degree of care and diligence it uses to protect its own information of a similar nature, but not less than reasonable care. In addition, each party shall control access to the other party's proprietary information in accordance with all applicable U.S. export control and security laws and regulations and shall indemnify, defend and hold the other party harmless from every violation caused by it. Upon request of the other party, each party shall either return or destroy all of the other party's proprietary information furnished to it, including every copy, and shall provide a certification of destruction if the other party so requests. V2X makes no guaranty of accuracy and incurs no liability with respect to the proprietary information furnished to the Customer.

17. **Suspension.**

(A) The Customer may temporarily suspend all or part of V2X's performance under the Contract from time to time upon written notice to V2X. During the period of suspension, the parties will mutually agree upon the level of support and resources that remain committed to the Project pending conclusion of the suspension and the Customer agrees to reimburse V2X for these costs. Within ninety (90) days of Customer notice of suspension, the Customer shall either direct V2X to re-commence performance or advise V2X that the Contract is to be terminated. If the Contract is recommenced, the parties will agree on an equitable adjustment in the schedule and the Contract price for impacts caused by such period of suspension. If following the suspension period the Contract is not recommenced, then either party may terminate the Contract by formal notification to the other and Customer shall pay V2X for each milestone event accomplished and delivery made in accordance with Exhibit 3, as well as for V2X's termination settlement costs, including its work in process and non-cancellable liabilities.

(B) In the event the Customer fails to pay any V2X invoice within thirty (30) days following the date such invoice is payable, V2X reserves the right to suspend performance upon written notice to the Customer until payment to V2X is made in full, upon which time V2X shall be entitled to an equitable adjustment in the schedule and Contract price.

18. **Termination.**

(A) Either party may terminate all or a portion of the Contract for default, which is defined as a substantial breach of a material provision by the other party. In addition, either party may terminate the Contract if the other:

(i) seeks protection under bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed for the whole or any part of its assets;

(ii) assigns this Contract, in whole or in part, to a third party without prior written approval; or,

(iii) is acquired by a third party that is unacceptable (at the non-acquired party's sole discretion); or, if it becomes evident that the other party cannot fulfill its material obligations under the Contract.

(B) Prior to termination, the terminating party shall provide written notice to other party and the other party shall provide its remedial plan within ten (10) business days of such notice. Upon submission of the remedial plan, the parties will confer with the intent to agree on the details and schedule of the remedial plan, each party acting reasonably and in good faith. If the remedial plan is not accepted or cannot be agreed, this Agreement may be terminated upon formal notice of termination.

(C) If V2X terminates this Contract for default, Customer shall be liable to reimburse V2X for actual costs incurred including non-cancellable liabilities, any costs of de-mobilization, and any other costs associated with termination, plus a reasonable profit.

(D) In any event, Customer shall pay V2X in accordance with Exhibit 3 for all items actually delivered and milestones accomplished prior to the date of termination.

19. General Provisions.

(A) Independent Contractor. The parties do not intend to create a joint venture, pooling arrangement, partnership, or formal business organization of any kind; and neither party shall have authority to bind the other nor act as an agent for the other.

(B) No Export. Each party agrees it will not export, transfer or otherwise divulge technical data or provide defense services to any non-U.S entity or person (including any U.S. employee of a non-U.S. entity) without first obtaining the required official export authorization(s). V2X shall be responsible for submitting applications for all required export authorizations necessary for shipment of export-controlled items, technical data or provision of defense services.

(C) Assignment. Neither party may sell, assign, delegate or otherwise transfer the Contract or any right or obligation to a third party without the other party's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, V2X reserves the right at its sole discretion to terminate this Contract in its entirety in the event Customer is acquired or this Contract is part of an acquisition by a third party unacceptable to V2X.

(D) Waiver. Any failure by a party at any time to enforce or require the strict performance by the other party of any of the terms and conditions of the Contract shall not constitute a waiver by such party, and no waiver shall be binding unless executed in writing by the authorized representative of the party granting such waiver. Either party may affirm or reinstate a specific obligation or requirement set forth in the Contract, which was previously waived, by formal written notification to the other party.

(E) Amendment. The Contract may be modified or amended only with the prior written consent of authorized representatives of both parties.

(F) Publicity. Neither party shall make any news release, public announcement, advertisement or publicity concerning the Project, any proposals, any resulting contracts, or any subcontracts to be carried out without the prior written consent of the other party.

(G) Notices. Each party shall identify by name of the individual and provide the address and other pertinent information for the designated point of contact within its organization for receipt of formal notices. Any formal notice under, or in connection with, the Contract shall be in writing to other party's named individual point of contact at the address as designated in writing. Either party may change its designated point of contact by written notice to the other party.

(H) Severability. If any provision of the Contract is held to be unenforceable to any extent, the provision shall be reformed to the fullest extent permissible to affect the original intent of the parties, and the other provisions shall remain fully effective. Any such reformation of an illegal or unenforceable provision shall be incorporated pursuant to Article 3 entitled "Changes". In any event, Customer remains obligated to pay V2X for work performed in accordance with Article 4 entitled "Payments".

(I) Order of Precedence. In the event of any conflict, inconsistency or ambiguity between the provisions of the Contract, Exhibits, Appendices, Annexes, Attachments, and any referenced documents, the following order of precedence in descending order shall apply: (i) The Articles of this Contract; (ii) The Statement of Work, Exhibit 1; (iii) All other Exhibits, Appendices and Attachments; (iv) Any other document referenced in the Contract.

(J) Headings. Headings in the Contract are merely for the convenience of the reader and shall have no force or effect on interpretation of the terms of the Contract.

(K) Integration. The Contract shall constitute the entire contemporaneous representations, proposals, discussions and agreement of the parties and shall supersede all prior communications, whether oral or in writing.

[END]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate originals by their duly authorized representatives.

V2X Aerospace LLC

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

[insert entity name]

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

EXHIBIT 1

STATEMENT OF WORK

(including Assumptions)

Checkpoint Relocation Project at MCE

- Site survey
- Relocate/rig stated equipment and have OEM complete deinstallation/installation of:
    - CEIA WTMDs
    - Leidos ETDs
    - CEIA/Smiths BLS
    - Any ancillary equipment (gates, barriers, tables, roller)

- Operational Readiness Test coordination and paperwork submittal, as required.

- The following applies to the scope:
    - Rigging and installation of equipment shall be performed during the available window given by the airport on a non-holiday weekday.

Assumptions

- V2X requires an executed subcontract NLT **4 weeks prior to proposed deployment** to provide sufficient lead time to issue subcontracts to the OEMs. Any award after that date may result in adjustment in cost and schedule.
- Each bid phase is performed during one contiguous travel period (one trip in and one trip out). Any excessive delay in travel (i.e., next day delay) due to weather, natural or man-made disasters, public unrest, airline equipment failures, etc. will result in a change order.
- No extra time for addressing failed units or delays caused by equipment performance. Extra days on site above the planned duration will result in a change order.
- OEM services need to be finalized two weeks in advance; rescheduling will result in a change order.
- No site preparation or restoration is included in this proposal.
- Local TSA will order needed FF&E (gates, barriers, manual diverter table [MDR], stainless steel tables, etc.) through the ReMAG process, if needed.
- Work will be accepted at OEM certification of operation via a Site Acceptance Test or Operational Readiness Test with no additional acceptance required by the customer.
- No special access requirements: Local TSA, Airport or GC will provide escorts as required.
- Procurement is for services only. Improvements of equipment aesthetics, such as the repainting or replacement of metal works, or replacing of belts, curtains or any subcomponent of the equipment is not included.
- Repair or replacement of currently worn or damaged subcomponents, such as wheels, belts, buttons and leveling feet are not included.
- Seller does not warranty the performance of the equipment after OEM certification as maintenance and operation is the responsibility of TSA.
- Services do not require permits and do not include coordination with local TSA project personnel.
- Period of Performance not to exceed eight (8) weeks.
- No Engineering support for drawings review or completion.
- No assessment of structural strength, stresses, or loading analyses will be required. No asbestos survey analysis, asbestos

abatement, environmental analysis, or other analysis will be required.

- Inclement weather, state of emergency, and/or pandemic may prevent timely travel to and from airport sites in efforts to meet the schedule for site surveys and site validation reports.
- No Ground Penetrating Radar priced or needed.
- MOU/MOA approvals are in place with TSA-HQ, if required.
- Duress alarm relocation will be covered by others (Airport, GC, etc.), if needed.
- Third party TSA Certification pricing is included. TSA does not pay for testing on commercial projects.
- Quote does not include shipment or procurement of additional TSA ancillary equipment (barriers, gates, rollers, etc.) required for checkpoint operations. A change request may be required for V2X to ship additional TSA ancillary equipment (if available at the TSA Logistics Center) to get requested materials to site. Additionally, a change request may also be required for V2X to procure additional TSA ancillary equipment if the items are not available at the TSA Logistics Center.

EXHIBIT 2

LIST OF DELIVERABLES AND DELIVERY DATES

(including Acceptance Criteria)

Checked Baggage Equipment Relocation: The project will be considered complete following certification of the equipment by the OEM for use in screening operations. Readiness certification is given by the OEM and documented via SAT/ORT documentation. Acceptance by the OEM constitutes acceptance of the deliverable.

The Period of Performance will begin July 2026. A more definitive schedule shall be coordinated and mutually agreed upon between the Customer and V2X Program Management after a finalized contract is in place.

EXHIBIT 3

PAYMENT SCHEDULE

One invoice for the full contract value will be submitted upon completion of the checkpoint relocation and acceptance of all deliverables.

Total Contract Value **$72,345.00**

May 15, 2026

SECURITY SCREENING GROUP

Confidence Secured









Merced Yosemite Regional Airport (MCE)

Checkpoint Relocation Effort

Submitted to:

Karen Baker
Economic Development Associate, City of Merced
Bakerk@cityofmerced.gov

Submitted by:

Kathy Neiswender
President, K2 Security Screening Group
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I. SCOPE SUMMARY

K2 Security Screening Group (K2 SSG) will manage the relocation of Transportation Screening Equipment (TSE) at Merced Yosemite Regional Airport (MCE). Leveraging deep expertise in aviation security operations, K2 SSG will oversee all project management activities, including detailed planning, subcontractor coordination, and government property accountability. Our approach ensures full compliance with TSA requirements while maintaining operational efficiency and minimizing disruption throughout the project lifecycle.

> "Since 2009, K2 has provided efficient and effective program management support, which is critical to mission success and especially notable given that [the TSA] is such a very dynamic environment."
>
> *— Anthony Tsantrizos, Management and Program Analysis, Transportation Security Administration*

II. UNDERSTANDING THE WORK

K2 Security Screening Group (K2) will deliver a turnkey relocation and testing services for the Transportation Security Administration (TSA) passenger screening checkpoint at Merced Yosemite Regional Airport (MCE). K2 will furnish all labor, supervision, coordination, and equipment necessary to perform the relocation, reinstallation, and testing of one (1) CEIA WTMD and decommission / packaging / shipping of one (1) Smiths AT2 screening lane and associated ancillary equipment, in accordance with TSA requirements, OEM guidelines, and airport operational constraints. All work will be performed during approved work hours to minimize operational impacts.

EQUIPMENT RELOCATION & DECOMMISSIONING

The scope includes the relocation, reinstallation, and testing of the following equipment as required:

- One (1) CEIA walk-through metal detectors (WTMD) relocated
- Two (2) Leidos B220 explosives trace detection (ETD) units relocated
- One (1) Smiths Bottle Liquid Scanner (BLS) relocated
- One (1) Smiths AT2 X-ray systems decommissioned, packaged and shipped

PLANNING & SCHEDULE

The relocation will be executed over two days to maintain operational capacity, with schedule logic coordinated and confirmed with Smiths Detection.

- **Day 1:** Relocate (2) ETD, (1) BLS, (1) CEIA WTMD and test (1) CEIA WTMD; coordinate TSA shutdown / powerup on both ETDs and BLS.
- **Day 2:** Decommission, package and ship (1) Smiths AT2 and associated ancillary equipment in the old terminal security checkpoint.

CEIA WTMDs will undergo TSA performance testing and validation, including TSA Third Party Testing (TPT). TSA standard TPT approval processes typically require approximately 24 to 72 hours following completion of testing. To help mitigate potential delays to checkpoint opening and restore passenger screening operations as quickly as possible, K2 has coordinated with TSA TPT representatives to discuss an expedited approval process when conditions allow. This approach is intended to minimize downtime while maintaining full compliance with TSA requirements and approval protocols.

III. PRICING

The following section provides a detailed summary of our FFP pricing, outlining all major cost components and ensuring transparency for your review, along with assumptions and exclusions incorporated into the total value.

FFP PRICE PROPOSAL		
ITEM	DESCRIPTION	PRICE
Project Management	All labor and onsite supervision are required to plan, schedule, subcontract, and coordinate the work. Includes relevant government paperwork. Includes project closeout & as-built redlines.	$16,316.07
Supervision &Travel	All onsite labor and travel expenses for a (1) K2 Project Manager to coordinate and supervise relocations / decom efforts.	$9,408.15
Rigging, OEMs & TPT	All rigging to relocate the existing WTMD, ETD & BLS to the new checkpoint. Certified OEM technicians to reinstall and test the WTMD. Decommission, packaging and shipping of the decommissioned Smiths AT2.	$33,481.00
	FFP TOTAL	**$59,205.22**

ASSUMPTIONS AND EXCLUSIONS

- Proposal pricing does include sales tax.
- This proposal does not include any specific labor utilization.
- This proposal assumes that work will be performed on consecutive days, including weekends as necessary in one mobilization.
- No new equipment is included in this proposal (X-rays, AIT, ETD, BLS, CAT2).
- No new FFE is included in this proposal (gates / barriers / tables mats / etc.).
- The proposal assumes all other equipment / FFE not referenced in the relocate / decommission section will be relocated and anchored by other.
- SIDA badging is not required; escorted access will be provided by the Owner.
- Proposal excludes GPR scanning, and engineered anchorage calculations, K2 can provide pricing if desired.
- Assumes CAD background will be provided for K2 to update security checkpoint equipment to reflect as-built conditions.
- K2 will make every effort to relocate and test the WTMD within the requested timeframe; however, due to variables associated with equipment relocation, operational readiness and testing, the 2-hour window cannot be guaranteed.

IV. K2 QUALIFICATIONS

K2 Security Screening Group (K2) is a division of K2 Construction Consultants (K2-CCI). Our suite of services, high standards and excellent track record qualifies K2 as an industry leader in project management, project controls, solutions integration, scheduling, cost estimating, expert reports, and forensic claims management to the construction industry, with the security screening division specializing in passenger and baggage screening. Our work is focused on achieving tangible results for our clients, understanding there is a constant balance of schedule, scope, and cost. K2's highly trained staff is experienced in all facets of the project life cycle on projects ranging from $10K to $20M and contributing to larger projects ranging from $20M to over $20B.

K2 has been performing TSA Critical Path Method (CPM) scheduling services, design and engineering services, installations, relocations and/or decommissions of checkpoints and baggage systems since 2001. Whereas other companies' expertise is spread across many different areas, airport security screening work is what K2 focuses on - 100% of the time.

We have performed over a thousand Checkpoint and Checked Baggage installations and decommissions over the years – however, we believe we have created a particular expertise in new construction projects with cutting edge technology. Prior to installation, K2 works closely with TSA to ensure compliance with existing requirements/ regulations and vendors to assure the right equipment and configuration is ordered to best fit the customer's needs and budget. K2 works with all likely vendors for new terminal security technology. We collaborate with each of the companies to ensure all gaps are filled, and any weak areas are closely monitored and supported from the design process to Go-Live.

A partial list of airports that K2 has provided SI services for is provided in **Appendix A.**

Our two-part goal is that your project is completed on time and exceeds your expectations.

Along with our technical qualifications, K2 is proud to be ISO 9001:2015 certified, demonstrating our commitment to maintaining the highest standards of quality management. This certification ensures that our processes are structured to consistently meet customer and regulatory requirements while driving continual improvement. By adhering to ISO 9001:2015 principles, K2 delivers reliable, efficient, and high-quality solutions that exceed stakeholder expectations.

INDUSTRY RELATIONSHIPS

Working with the TSA

K2 has worked with the TSA since its inception. We have years of practical experience with the TSA design team, donor team and executives. This relationship establishes a solid working foundation for the MCE project to benefit from. Our ability to provide best-in-class service is due in part to our strong relationship with TSA.

- K2 worked with the TSA to develop the Checkpoint Requirements and Planning Guide (CRPG)
- Our Director of Engineering designs, reviews and/or modifies CP drawings for compliance in CAD, both 2D and 3D/BIM (Revit), to fast-track drawings through TSA approvals.
- Our team members sit on boards of technology developers.
- K2 attends TSA conferences, participates in TSA "Vendor Workshops", and is an active contributor to the development of checkpoint design standards.
- Our Equipment SME is the chairman of his local ASIS chapter and holds certifications in WTMDs, R&S QPS201 AIT, ETD hazardous disposal, and in TSA AT X-Ray upgrades.
- Our team has planned, managed, designed, shipped, installed, and/or decommissioned over one thousand (1000) TSA Airport Projects.
- Our Airport/Local TSA SME is the former Federal Security Director of one of the largest airports in the world (LAX) with constantly changing CP/CB systems.
- Our TSA Headquarters/New Technology SME was TSA's executive who established and led TSA's Innovation Task Force (ITF) bringing new technologies to the forefront for airports/airport operators.
- Our Program Manager is a former TSA Federal Security Director.
- TSA often calls upon K2 to assist with solving difficult scenarios.

Working with Vendors

K2 coordinates with OEMs to assist customers with procurement decisions, brokering of sales, and to obtain additional technical information as necessary in the decision-making process.

K2 works with all TSE OEMs. Our diverse vendor partnering of CPSS/ASL and standard TSA systems include:

- Vanderlande ASL: Las Vegas (LAS)
- Scarabee: San Francisco (SFO), Houston (IAH)
- Analogic CPSS: LGA Terminal B&C, Atlanta (ATL), Newark (EWR), Miami (MIA), Philadelphia (PHL)
- Analogic Base and Mid-Size Units: Baltimore (BWI), Oakland (OAK), Los Angeles (LAX), John F. Kenney (JFK) and twelve (12) Cat II to IV sites in the Northeast Region.
- Smiths/Mac-H & Rapiscan Mac-H Automatic Screening Lanes (ASLs) (Predecessor to CPSS): Atlanta (ATL) North, South & Main Terminals, Minneapolis St. Paul (MSP), JFK Airport Terminal FIS, 2, 4 & 8 (JFK), LAX Terminal 7, 1, 3, 4, 5, TBIT, Port of Miami Terminal, Chicago O'Hare (ORD) Terminal 1
- MacDonald-Humfrey Legacy Version 1 ASL equipment – decom and re-installation
- Smiths ATU/AT2 X-Ray, CT & Rapiscan ATU/AT2 X-Ray – 92% of U.S. Airports
- K2 has designed, procured, shipped, rigged, installed and/or consulted on AND successfully opened over **170** ASL/CPSS passenger and employee screening lanes in the U.S. We have done so for four (4) major airlines and multiple construction companies, consortiums, and airport authorities.

V. THE K2 TEAM

The following is a list of our key management personnel including relevant experience and qualifications, roles, unique knowledge, etc. All the personnel listed below will be available should the need arise for the MCE project.

KATHY (YURKUNAS) NEISWENDER, K2 Principal & K2 SSG President



Qualifications: Kathy (Yurkunas) Neiswender is President of K2 Security Screening Group. Under her 20-year leadership, the company has become a national leader in the planning, installation, and integration of advanced security screening equipment at airports across the country.

Since 2016, Neiswender has brought together the TSA, airports, airlines, port authorities, original equipment manufacturers (OEMs), construction companies, unions, and local businesses to produce some of the most outstanding new airport checkpoints in the country.

Her expertise in project controls, scheduling, and custom software development enables customers to bridge technology gaps, gather information quickly, and successfully execute complex security checkpoint projects. Most recently, Neiswender led major projects at New York's LaGuardia Airport (LGA), Hartsfield-Jackson Atlanta International Airport (ATL), John F. Kennedy Airport (JFK), SFO, Los Angeles International Airport (LAX) and Salt Lake City International Airport (SLC).

Her alliance with the TSA Innovation Task Force (ITF) and long-standing relationship with the TSA Capability Acceptance Program (CAP) Office, along with her dedication to quality and on-time checkpoint openings, has been instrumental in the over 133 pieces of donated airport security equipment that K2 has brokered, purchased, shipped, installed, and/or managed. Because of this, K2 Security Screening Group is the country's leading Systems Integrator in the installation of Automated Screening Lanes (ASLs) and Checkpoint Property Screening Systems (CPSS).

Resume: Prior to assuming her President position at K2, Neiswender consulted on complex projects at a number of large airports, including Miami International Airport (MIA) and Abu Dhabi International Airport (AUH). She is certified as a Planning & Scheduling Professional (PSP) and has been recognized by the Association for the Advancement of Cost Engineering International (AACEI).

STEVE KAROLY, Executive Vice-President



Previous Employment/Position: Acting Assistant Administrator within the TSA's Office of Requirements and Capabilities Analysis (ORCA)

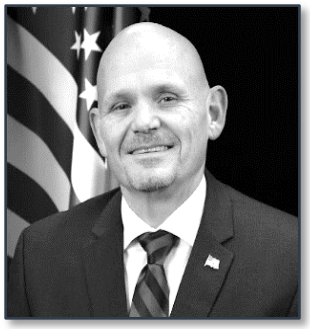
Qualifications: As the Acting TSA Assistant-Administrator, Steve served as the principal advisor on matters relating to capabilities and requirements used in all modes of transportation. Steve served as TSA's Innovation Leader where he led the Innovation Task Force (ITF) and Deputy Assistant Administrator for the Office of Security Capabilities (OSC), overseeing the implementation and development, test and

evaluation, acquisition, deployment, and maintenance of all TSA security technologies and systems.

Prior to joining K2, Steve planned and managed the highly successful LaGuardia International Airport, $6 billion Terminal B greenfield project for LaGuardia Gateway Partners.

Resume: Steve is a retired Captain (06) in the U.S. Navy who brings over 35 years of acquisition and systems engineering experience from both a federal and industry perspective.

KEITH JEFFRIES, Vice-President



Previous Employment/Position: Federal Security Director (FSD) for the Los Angeles International Airport (LAX)

Qualifications: As the Federal Security Director (FSD) for LAX, for almost seven years, Keith was instrumental in LAX's selection as a TSA Innovation Test Site. Keith also served in various positions at TSA Headquarters in Washington D.C. His last assignment at TSA HQ was the Deputy Director for Field Operations. In that role, he provided innovative leadership in the establishment and implementation of comprehensive security strategies and enterprise-wide management of 452 federalized airports, 43,000 screening officers, and a $3 billion budget.

Resume: Keith Jeffries is a security professional with over four decades of strategic, tactical, and operational experience. He is a retired Marine Officer (20 years) and has recently retired after 20 years with TSA. Keith is regularly interviewed on national television news and in print for his expertise in U.S. checkpoints.

MARA WINN, Vice-President of Aviation



Previous Employment/Position: Deputy Director, Preparedness, Policy, and Risk Analysis and Director of Survey Operations (Senior Executive Service) for the Department of Energy

Qualifications: Mara Winn is a nationally recognized executive leader with more than 25 years of experience advancing aviation security, national security, energy resilience, and critical infrastructure missions. As Vice President of Aviation at K2 Construction Consultants, she leads the design, planning, and delivery of airport security and screening infrastructure supporting safe and efficient operations across the aviation sector.

Previously, Mara served in Senior Executive Service roles where she led enterprise-wide strategies for preparedness, risk management, cybersecurity, and resilience across all 16 national critical infrastructure sectors. At the Transportation Security Administration, she founded and led the TSA Innovation Task Force, transforming how the federal government evaluates, acquires, and deploys aviation security technologies across U.S. airports. She holds engineering degrees from Dartmouth College and Smith College, is a Certified Project Management Professional (PMP), and is the named inventor on two U.S. patents for augmented reality security screening technologies.

CAMERON LOVELL, Director of Engineering

Previous Employment/Position: TSA Program- SESI, Site Lead



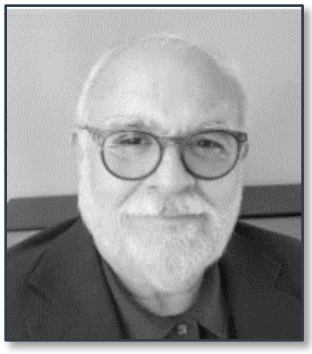
Qualifications: Cameron has over fifteen (15) years of experience managing or supervising hundreds of CAT X and CAT 1 Airport Checkpoints, employee checkpoints, VIP checkpoints, and Checked Baggage systems installations, relocations and decommissions. He has eight (8) years of experience managing deployments of checkpoint new technology including CPSS, Computed Tomography (CT) scanners and Rohde & Schwarz AITs. As K2's Director of Engineering, he supports the field staff as Subject Matter Expert (SME) in both project management procedures, quality management and as a checkpoint expert. As a checkpoint SME, his responsibilities include design review, CAD/Revit design, engineering, and TSA policy.

Cameron has produced designs for LGA Terminal C, SRQ, and JFK Terminal 4. He has audited every design for every project K2 has performed and has provided direct consultation and compliance corrections for nearly as many. Some notable projects include LAX Terminals 1.5, 2.5, and 4, LGA Terminal B, and ATL T-South.

Resume: Cameron has a M.S. in Civil Engineering, Structural Engineering and Mechanics, a B.S. in Civil Engineering, Civil and Environmental Engineering, and graduated Magna Cum Laude from University of Massachusetts.

JIM LEE, Safety Manager, Checked Baggage SME

Previous Employment/Position: Senior Systems Engineer



Qualifications: Jim has over 29 years of experience in the design, installation, testing, and operational transition of FAA/ TSA Airport Checked Baggage Inspection Systems, CPSS and experience in rail and seaport facility security. Additionally, Jim has over 40 years of experience performing, managing, and providing oversight planning, design, development, construction and installation, integration, test and commissioning, and operational transition of complex electronic systems.

Jim is highly skilled in the execution of airport projects. For the TSA Security Equipment Deployment Office (STDO) project, he served as an Airport Site Lead, managing project design, construction, installation, acceptance testing, and deployment of EDS in-line Checked Bag Screening Systems, ensuring completion within budget, scope, and on schedule.

Resume: OSHA 10- & 30-Hour Certification; Red Cross First Aid, CPR & AED. TSA considers Jim one of the very best Checked Baggage SMEs in the country.

VI. APPENDICES

APPENDIX A - PREVIOUS EXPERIENCE

K2 has hundreds of projects that were awarded to us by other SI's to perform the contract work. However, the body of work listed below are examples of projects awarded to K2 by airlines, airport and airport authorities, city and port authorities, consortiums, general contractors, and OEMs. All projects below were planned, managed, and staffed by K2.

AIRLINES

CUSTOMER	LOC	TERM	PROJECT
American	LAX	4	ASL Install (Lane 7 & 12)
		4	Cargo Move
	MIA	FIS	ASL Install (Lane 6 & 7)
		D: FIS	Decom Smiths X-Ray (Lane 7)
	ORD	3	CP 7 (Lane 5 & 6)
	PHX	4	CP B: CT Pilot Program
Alaska	ADQ	Main	CP TSE Relocation
	OTZ	Main	CP TSE Relocation (Lane 1)
	SCC	Main	CP TSE Relocation
	YAK	Main	TSE Relocation
Delta	ATL	North	ASL Install (Lane 1-3)
		Main	ASL Install (Lane 1-18)
	JFK	2	ASL Install (Lane 2-4)
			Employee CP Install
	LAX	2	ASL Install (Lane 2-4)
		2.5	Pre-Installation Services
			Purchase / Install Checkpoint Equipment
		3	ASL Install (Lane 1-7)
			Decommission of Terminal
	LGA	C	ASL Install (Lane 1-2)
		D	ASL Install (Lane 2-5)
		C	Consulting Services – New Terminal
		C	Purchase / Install Checkpoint Equipment
		C	Decommission Checkpoint
Hawaiian	HNL	1	Commuter: TSE Relocation (Lane 1)
United	IAH	TC-2	Security Checkpoint Upgrade
	ORD	1	CP 1 TSE Relocation

CITIES / PORT AUTHORITIES

CUSTOMER	LOC	TERM	PROJECT
City of Brownsville	BRO	Main	SSCP TSE Relocation
Mass. Port Authority	BOS	A, B, C	SSCP TSE Relocation
NYNJPA	EWR	B	Rapiscan Move (Lane 5)
	SWF	Main	SSCP TSE Relocation
Port of Seattle	SEA	1	WTMD Troubleshoot

AIRPORT & AIRPORT AUTHORITIES

CUSTOMER	LOC	TERM	PROJECT
Greater Ashville AA	AVL	Main	SSCP TSE Relocation (Lane 1-2)
Eastern Iowa	CID	Main	SSCP TSE Relocation (Lane 1-2)
Glacier Park Intl.	GPI	Main	SSCP TSE Relocation
Lea County Govt.	HOB	Main	SSCP TSE Relocation
Concord Pagett Reg.	JQF	Main	SSCP TSE Relocation

Lafayette Reg.	LFT	Main	SSCP TSE Relocation
Jackston County	MFR	Main	SSCP TSE Relocation
Montrose Reg.	MTJ	Main	SSCP TSE Relocation (Lane 1-2)
Omaha AA	OMA	Main	CP A TSE Relocation
PHX Sky Harbor	PHX	2 & 3	SSCP TSE Relocation
Palm Springs	PSP	Main	SSCP TSE Relocation (Lane 1-5)
Savannah	SAV	Main	SSCP B TSE Relocation
Salt Lake City Dept. of Airports	SLC	Main (Old)	Decommission Terminal
San Diego Airport	SAN	1	2 Lane Equipment Relocation
Sheridan County	SHR	Main	SSCP TSE Relocation
Sarasota Manatee	SRQ	Main	SSCP Design Consulting
		Main	SSCP TSE Relocation
St. Louis	STL	2	SSCP X-Ray Relocation (Lane 1-2)
Tallahassee Intl.	TLH	Main	Terminal Rehab PH I & II
Tampa Intl.	TPA	E/C	AIT Relocation
NW Arkansas	XNA	Main	3 Lane Relocation

GENERAL CONTRACTORS

CUSTOMER	LOC	TERM	PROJECT
Clark	SFO	Intl.	SSCP TSE Relocation
Clune	ORD	1	CP 3 PH 1 Decom & ASL Lanes
D&M	AVP	Main	SSCP TSE Relocation (Lane 1-2)
D.W. Wilson	SAT	A	SSCP 1 TSE Relocation (Lane 6)
Dick Anderson	HLN	Main	Terminal Expansion (Lane 1-2)
FCI	GUC	Main	SSCP TSE Relocation
GDIT	LAX	TBIT	ASL Install (Lane 1-16)
			Intl. Shipping (Air 3, Sea 11)
			90D Pilot R&S Body Scanner
			Relocation of 2 AITs
Gardner	MCI	Main	SSCP TSE Relocation

GENERAL CONTRACTORS, CONSORTIUMS

CUSTOMER	LOC	TERM	PROJECT
Hensel Phelps	AUS	Main	Troubleshoot WTMD Installs
	DEN	Main	Pre-Design Services
			Great Hall PH. 2 – TSE Relocation
	EGE	Main	SSCP Relocation (Lane 1-4)
	HNL	Main	ITT Mauka Extension – TSE Relocation
	IAH	2	Equipment Decommission
	LAX	7	SSCP Relocation: SSCP B-7
			KI Glass Room Relocate
		7 Alpha / Bravo	ASL Lanes Installation
		7	ASL Lanes Ph. 1 (7-10, 12)
			ASL Install (Lane 3-7)
		All	Subject Matter Expertise
		1	SSCP Installation (Lane 1-8)
		2	ASL Installations
			Terminal Decommission
		2.5	Install New Terminal (2021 – 2022)
		1.5	6 Lane ASL Install (2020)
			Install New Terminal (2020)
		3	6 Lane ASL Install (2021)
			Terminal Decommission
		EMPL	Relocation

	SFO	1	ASL Install
Hoffman – Skanska	PDX	D/E	SSCP 8 Lane Relocation
		New North & South	20 Lane Installation & 18 Lane Decommission
Holt	LGA	B	CT-80 Relocation
		D	SSCP TSE Relocation
JABCO	MIA	D (FIS)	Decommission Smiths X-Ray (Lane 7)
LaGuardia Gateway Partners	LGA	B	Terminal Decommission (All)
Layton Construction	PVU	All	Terminal Renovation Equipment Relocation
Millenium Partners	JFK	6	Terminal Site Integrator (2020)
Meade-Hunt	CHS	Main	X-Ray Relocation (Lane 5)
QDC LLC	STS	Main	CP Equipment Relocation
RS&H	LFT	Main	CP Equipment Relocation
Sauer, Inc.	CSG	Main	SSCP TSE Relocation

OEMs

CUSTOMER	LOC	TERM	PROJECT
Analogic	ALB		Installation Support
	BUF		Installation Support
	BWI	Main	Shipping / Rigging of CT
	EWR	4	ConneCT Install (Lane 5)
	JFK	8	CT Install & Conveyor Upgrades
	LAX	4	ConneCT Install (Lane 5)
	MIA	FIS	ConneCT Install (Lane 7)
	OAK	Main	Shipping / Rigging of CT
	PHL	Main	Shipping / Rigging / Install
	SYR		Installation Support
	TPA		CT Upgrades
CEIA US	Misc.		2,000+ SSCP WTMD Services
L3 Communications	Misc.		50+ AIT Install Assists
Leidos	BWI	BAG	Baggage CT Relocate and Upgrade
	EWB	L1	CP Defederalization
	IAD	BAG	Baggage CT Relocate and Upgrade
	IND		Clearscan Install
	MIA	FIS	Delta Test Lane Install
	Rose Bowl	CA	60 Lane WTMD Install
	THQ	HQ	ASL Install Support
	TPA	C:CP2	Analogic Install & WTMD
	TSIF		CP Defederalization
MacDonald – Humfrey	ATL	South	CT & ASL Install & Upgrade
	LGA	B	14 ASL Installs
	Miami	PORT	ASL Installs
	MSP	1 S	4 ASL Lanes Installs
	PHL		Infield Reconfiguration (Lane 3-4)
Rohde & Schwarz	DEN	2	Decommission QPS201 AITs & Pack
	EWR	8	8 AIT Installs
	LAX	TBIT	AIT Install
	LGA	B	8 QPS201AIT Installs
		C	7 QPS201AIT Installs
	MIC	Main	1 QPS201AIT Install
Smiths Detection	LGA	B	Employee SSCP: AT2 Rigging
Vanderlande	LAS	3	ASL Install (Lane 4-6)
	TSIF	N/A	X-Ray Move

Attachment 3

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, RESCINDING RESOLUTION NO. 2020-85 AND ADOPTING THE UPDATED ECONOMIC DEVELOPMENT OPPORTUNITY FUND POLICY

THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. RECISION OF RESOLUTION. Resolution No. 2020-85 is hereby rescinded.

SECTION 2. That certain document entitled, "Economic Development Opportunity Fund Policy" is hereby adopted as the official economic development opportunity fund policy for the City of Merced.

SECTION 3. The City Manager and Finance Officer are hereby authorized and directed to comply with the Economic Development Opportunity Fund Policy effective immediately.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 20th day of June 2023, by the following vote:

AYES: 5 Council Members: BOYLE, ORNELAS, PEREZ, SERRATTO, SMITH

NOES: 1 Council Members: XIONG

ABSENT: 1 Council Members: DEANDA

ABSTAIN: 0 Council Members: NONE

APPROVED:

Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

6-14-2023

City Attorney Date

Economic Development Opportunity Fund

Name of fund.
There is created and established within the budget of the City of Merced a fund to be known as the "Economic Development Opportunity Fund."

Purpose of fund.
The purpose of the Economic Development Opportunity Fund is to support extraordinary economic development opportunities that create and retain employment as well as create significant capital investments. The resources in the Economic Development Opportunity Fund shall accumulate from year to year until available reserves equal $5,000,000.

Sources of resources.

(1) All money appropriated or allocated for inclusion in the fund, from whatever source.

(2) Subject to any pledge, contract or other obligation, all interest or other gains from investment of money from the fund.

(3) Any other money available and directed to be paid into the fund.

(4) The budget submission for each year shall include a recommendation for a General Fund contribution, which is calculated as 35% of the 45% excess of prior year audited unreserved General Fund balance over the 30% Set-Aside and 5% General Fund Contingency Reserve.
Example:

Fiscal Year 18-19 Audited unreserved fund balance at June 30	$4,500,000
Fiscal Year 20-21 Committed 5% GF Contingency Reserve	2,195,270
Fiscal Year 20-21 Additional Funding required for 35% GF Reserve Set-Aside	1,000,000
Excess over Committed GF Contingency Reserve	1,304,730
Amount Rounded	1,300,000
	45%
45% of Excess	585,000
	20%
20% to Economic Development Opportunity Fund	$ 117,000

Use of fund.

(1) Expenditures from this fund shall be used only for the following purposes:
   a. To retain and/or expand existing businesses located in the City
   b. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment

c. To diversify the local economy, encourage economic and commercial activity, including the range of goods and services available
d. To provide significant economic impact by attracting other businesses, jobs, or investment
e. To increase the tax base
f. To facilitate the development process and to achieve development on sites which would not otherwise be developed or that would be under developed without assistance
g. To offset increased costs of development (i.e. contaminated site clean-up) over and above the costs normally incurred in development
h. To fully utilize existing real estate, real property, existing or planned infrastructure, facility or capital improvements
i. To contribute to the implementation of other identifiable goals of the City

(2) All expenditures from this fund shall require prior city council approval, unless previously specifically authorized by the city council for expenditure in the annual budget.

Fund Manager.

The Director of Economic Development or designee shall administer the Economic Development Opportunity Fund within the financial management system, and shall serve as the fund manager.

q. Conversion of units from nonresidential to residential.
r. Operating subsidies, for a specified period, for permanent supportive housing not otherwise covered by other funding sources.
s. Efforts to acquire and rehabilitate foreclosed or vacant homes.

(2) All expenditures from this fund shall require prior city council approval, unless previously specifically authorized by the city council for expenditure in the annual budget.
(3) Grants or Low Interest Loans at the discretion of the City Council on a project-by-project basis.
(4) Non-City Administration and Program Implementation costs capped at 10% of proposed annual expenditures.

Fund Manager.
The Director of Development Services or designee shall administer the Affordable Housing Fund within the financial management system and shall serve as the fund manager.

ADMINISTRATIVE REPORT

File #: 26-515 Meeting Date: 6/15/2026

Report Prepared by: Jennifer Flachman, Senior Management Analyst

SUBJECT: Authorization to procure Community Outreach and Informational Mailers with AdMail for Printing and Postage Services and Division D for Digital Marketing, Approve Purchases with AdMail in a not to Exceed Amount of $46,994.53 and Approve Purchases with Division D in a not to Exceed Amount of $42,217.50

REPORT IN BRIEF

Considers approval of community outreach and informational mailers with AdMail for printing and postage services and Division D for digital marketing, waiving the competitive bidding process, and approving purchases with AdMail in an amount not to exceed $46,994.53 and approve purchases with Division D in an amount not to exceed $42,217.50.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the City's competitive bidding due to standardization as permitted by Merced Municipal Code Section 3.04.210; and,

B. Approving the purchase in a not to exceed amount of $46,994.53 with AdMail for printing and postage services; and.

C. Approving the purchase in a not to exceed amount of $42,217.50 with Division D for digital marketing; and,

D. Authorizing the Purchasing Supervisor to issue the Purchase Orders.

ALTERNATIVES

1. Approve, as recommended by the City Manager; or,
2. Deny; or,
3. Refer back to staff for further study.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

Fiscal Year 2025 - 2026 Budget.

DISCUSSION

The City of Merced continues to implement a comprehensive public engagement program to inform residents about municipal services, infrastructure needs, fiscal sustainability challenges, and community priorities. In support of these efforts, the City has partnered with the Lew Edwards Group (LEG) and FM3 Research to conduct public opinion research, stakeholder engagement, and community outreach activities consistent with City Council goals and priorities.

The City previously authorized and completed the first community mailer at a cost of $30,594.53 which was under the City Manager threshold. Staff is now requesting authorization for additional outreach activities consisting of a report-back mailer and targeted digital communications designed to provide residents with information regarding community feedback, City service priorities, infrastructure investments, and quality-of-life initiatives.

The report-back mailer, scheduled for distribution at the end of June 2026, will provide residents with a summary of feedback received through the City's public engagement efforts and direct residents to publicly available informational resources. Production, printing, and postage services for the mailer are estimated at $16,400 Combined with the $30,594.53 previously expended for the initial mailer, total expenditures of $46,994.50 with AdMail will exceed the City's $39,000 purchasing threshold, requiring City Council authorization.

In addition, staff is requesting authorization for a $42,217.50 digital outreach program recommended by the Lew Edwards Group. Consistent with industry best practices and previous outreach efforts, the program is intended to reinforce information provided through traditional mail by delivering short-form video and digital content across multiple online platforms to the same audience receiving the mail pieces. The campaign is designed to increase community awareness and direct residents to publicly available information resources regarding City services and priorities. The total cost of the digital outreach program exceeds the City's $39,000 purchasing threshold and therefore requires City Council authorization.

Staff further recommends that the City Council waive competitive bidding requirements for standardization of both the report-back mailer and digital outreach services. The Lew Edwards Group has developed and coordinated the City's outreach strategy and works with AdMail and the Division D to provide integrated messaging, audience targeting, production, and distribution services. Utilizing these established relationships will maintain continuity across communication platforms, ensure consistency in outreach materials, and avoid delays and inefficiencies associated with transitioning to alternative vendors.

Approval of the requested authorization will provide the necessary funding to implement the planned communications strategy and support continued public engagement efforts. These activities complement other outreach initiatives, including community meetings, digital communications, social media engagement, and public opinion research, helping ensure that residents have access to objective information regarding important City priorities and ongoing community engagement efforts.

Although the vendor estimates indicate that applicable sales tax is included, the two most recent invoices reflected sales tax charges more than the quoted amounts. Staff has included an additional allowance for sales tax in the estimated costs to account for any potential variance and ensure

sufficient funding authority is available.

IMPACT ON CITY RESOURCES

The Economic Development Office budgeted for an Economic Development Administrator for FY 25/26 in the General Fund. Due to the Economic Development Administrator not being hired until April 27, 2026, salary savings are available to cover the additional costs of $58,618. If Council approves, staff will use salary savings to pay for the printing, postage, and digital marketing for the digital community outreach and informational mailers, therefore, not additional appropriation is needed.

ATTACHMENTS

1. AdMail Project Estimate
2. Division D Project Estimate

Since 1973 AD-MAIL AD+PRINT
Proud to be a union printer
31640 Hayman St. - Hayward, CA 94544-7122
T (800) 273-6245
F (510) 400-9672

Estimate Acknowledgement
Quote #32402
Terms:Net 15 Days

Jennifer Flachman
City of Merced
City Manager's Office
678 West 18th St.
Merced, CA 95340

FlachmanJ@cityofmerced.org
Ph: (209) 385-6832

Date: 04/22/2026

Project

Merced-Mailer 4 9x12 Jumbo Card

Add Union Bug and Indicia then print 9x12 Jumbo Card on 9pt Coated. Flat
Presort Process supplied voter data, inkjet address, Deposit as Standard Rate, Deliver to USPS Plant.
Deliver/Ship Extras to Client

Description	Quantity	Setup	Rate	Tax	Per	Price
Project Management	1	$0.00	$90.00	0.00	Each	$90.00
CASS/Presort/Output	23,229	$0.00	$0.0065	0.00	Each	$150.99
Pre Press Services- Add Union Bug - Proof.	1	$0.00	$88.00	0.00	Each	$88.00
Mailer #4 - Jumbo Cards	23,500	$0.00	$148.26	287.44	Per 1000	$3,484.15
Ink Jet Jumbo Cards	23,229	$65.00	$0.040002	0.00	Each	$994.20
Setup	1	$0.00	$65.00	0.00	Each	$65.00
Delivery to USPS	1	$0.00	$215.00	0.00	Each	$215.00
Deliver/Ship Overages - Ship Overs to Client plus30 samples to LEG	1	$0.00	$30.00	0.00	Each	$30.00

Total Cost for Services w/ Applicable Sales Tax **$5,404.78**

Postage	Pieces	Rate	Postage
Std CR High Density Flat	23,229	$0.418	$9,709.72

Total Estimated Postage ***$9,709.72***

Total Estimated Project Cost **23,229** **Unit Price** **$0.651** **$15,114.50**

Thank you for the opportunity to quote on this project! Client changes or schedule delays could affect final pricing. This estimate is based upon the specifications and schedule supplied to us. Should your final specs or production schedule change, we will provide you with a revised estimate. Unless otherwise noted, this estimate is based on current material pricing.

Submitted By:
Brian Schott
Email: brian.schott@admail.com
(510) 477 - 6240

Accepted By: _____
Print Name: _____
Date: _____

Consulting Firm: The Lew Edwards Group
Client: City of Merced
Proposal Date: 6/5/2026

Contact
Email:

Advertising Representative Contact Information

Sales Representative: Lindsey Yager
Email: lyager@divisiond.com
Phone: 573-446-6135

Please note that budget may be reallocated between packages mid-flight to ensure full delivery.

DIVISION-D

Start Date - End Date	Package Name	Targeting Splits *(See Details Below Main Table)*	Device Targeting	Creative Unit	Estimated Impressions	CPM	Total Spend	Reach	Frequency
Mid/Late June launch, 2-3 week flight (Update with actual dates once confirmed)	Cross-Platform Standard Display	**CRM Data Targeting**	Cross-Device Inventory Above the Fold	300x250, 728x90, 300x600, 320x50 & 160x600	360,000	$12.50	$4,500.00	43,679	8.24
		Retargeting							
Mid/Late June launch, 2-3 week flight (Update with actual dates once confirmed)	High Impact Banners	**CRM Data Targeting**	Cross-Device Inventory Above the Fold	Adhesions: 300x250, 728x90, 300x600, 320x50 & 160x600	162,162	$18.50	$3,000.00	43,679	3.71
		Retargeting							
		CRM Data Targeting	Desktop & Tablet Inventory	Leaderboard: 970x250					
		Retargeting							
		CRM Data Targeting	Mobile & Tablet Inventory	Mobile Interstitials/Scrollers: 320x480, 300x250, 300x600					
		Retargeting							
Mid/Late June launch, 2-3 week flight (Update with actual dates once confirmed)	Online Video	**CRM Data Targeting**	Cross-Device Inventory Above the Fold	:15 or :30 Video	160,000	$25.00	$4,000.00	43,679	3.66
		Retargeting							
Mid/Late June launch, 2-3 week flight (Update with actual dates once confirmed)	Connected TV	**CRM Data Targeting**	Connected TV Inventory; (May Open to OTT as needed)	:15 or :30 Video	166,667	$48.00	$8,000.00	43,679	3.82
		Retargeting							
				Total	**848,829**		**$19,500.00**		
10/12/2026 - 11/3/2026	Cross-Platform Standard Display	**CRM Data Targeting**	Cross-Device Inventory Above the Fold	300x250, 728x90, 300x600, 320x50 & 160x600	360,000	$12.50	$4,500.00	43,679	8.24
		Retargeting							
10/12/2026 - 11/3/2026	High Impact Banners	**CRM Data Targeting**	Cross-Device Inventory Above the Fold	Adhesions: 300x250, 728x90, 300x600, 320x50 & 160x600	162,162	$18.50	$3,000.00	43,679	3.71
		Retargeting							
		CRM Data Targeting	Desktop & Tablet Inventory	Leaderboard: 970x250					
		Retargeting							
		CRM Data Targeting	Mobile & Tablet Inventory	Mobile Interstitials/Scrollers: 320x480, 300x250, 300x600					
		Retargeting							
10/12/2026 - 11/3/2026	Online Video	**CRM Data Targeting**	Cross-Device Inventory Above the Fold	:15 or :30 Video	160,000	$25.00	$4,000.00	43,679	3.66
		Retargeting							
10/12/2026 - 11/3/2026	Connected TV	**CRM Data Targeting**	Connected TV Inventory; (May Open to OTT as needed)	:15 or :30 Video	166,667	$48.00	$8,000.00	43,679	3.82
		Retargeting							
				Total	**848,829**		**$19,500.00**		
ADDED VALUE PACKAGE									
Mid/Late June launch, 2-3 week flight (Update with actual dates once confirmed) 10/12/2026 - 11/3/2026	Brand Safety/Account Management **Added Value**	Brand safety verification included. Viewability reporting available upon request throughout flight per notice prior to launch; Dedicated account management team to monitor and report based on client's desired frequency		various	Added Value	Added Value	$0.00		
Mid/Late June launch, 2-3 week flight (Update with actual dates once confirmed) 10/12/2026 - 11/3/2026	Creative Services **Added Value**	**Creative Team:** Ability to build out and resize standard banners (including HTML5), high impact units, native images and copy, social media ads and audio production as needed at no extra charge. Agency/Client given final approval. Two rounds of edits provided free of charge for display/high impact builds & one round of edits provided free of charge for audio production; additional edits will incur fee. **Division-D** retains right to creatives		various	Added Value	Added Value	$0.00		
				TOTAL	**1,697,658**		**$39,000.00**		

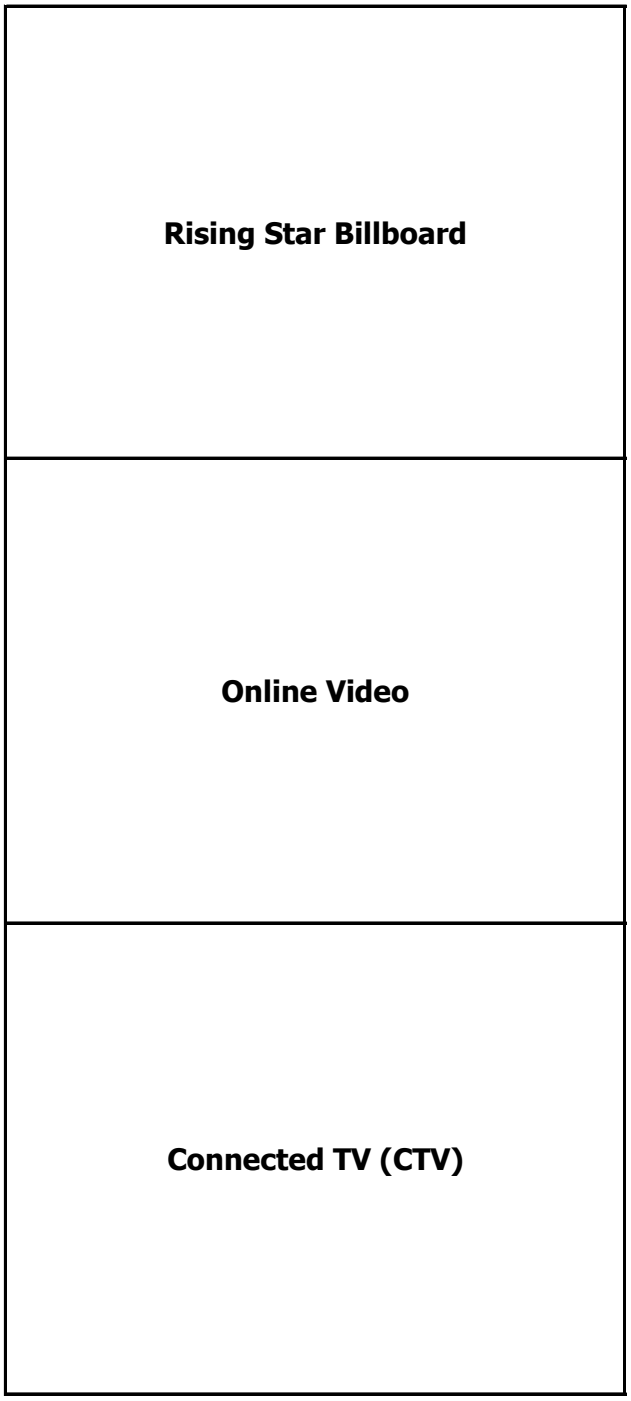
Targeting Details

Tactic	Description
CRM Data Targeting	Provided List
Retargeting	Retarget users with banner ads who have previously viewed CTV or Online Video Ads; Retargeting users who have previously engaged via click or impressions with ads

Terms and Conditions

This proposal is for negotiation purposes only and does not constitute a signed insertion order.
All quotes and impression levels are subject to change and based on current availability.
Positions offered are on a first come, first serve basis. In the event that inventory is sold out or pre-empted, a substitute will be provided.

Sc
Placement
Cross Platform Standard Banners
Cross-Platform Adhesion Banners
Mobile Interstitials & Scrollers


Rising Star Billboard
Online Video
Connected TV (CTV)

creenshots

Visual


WHEN
INNOVATION
WINS




profile
SANFORD
RECENT
FEATURED
NETFLIX
hulu

Creative Ad Specs: Display, Video, High Impact											
Package Name	**Ad Dimension**	**Text Requirements**	**Approved File Type**	**Asset Due Date**	**Max File Size**	**Looping Requirements**	**Animation Requirements**	**Max Frame Rate**	**User-Initiated Audio Approved?**	**3p Tracking Support?**	**Notes**
Cross-Platform Display Banners **Cross-Platform Adhesion Banners**	300x250, 728x90, 160x600, 320x50 and 300x600	N/A	All (JPG/ GIF, HTML/HTML5 - see tab 2 if utilizing HTML assets)	3 Business Days Prior to Launch	Up to 10 MB zip file	3 loops	15 seconds	24 fps	Yes	Tags: Yes* - Javascript only Impression Trackers: Yes Click Trackers: Yes	1 pixel black border is required on all sides *Tags generally accepted from Campaign Manager 360 (DCM), Sizmek and other leading ad servers. Consult your rep if providing tags from a less common ad server.
Rising Star Billboard	970x250	N/A	All - HTML/HTML5 - see tab 2 if utilizing HTML assets, Image, Flash	3 Business Days Prior to Launch	Up to 10 MB zip file	3 loops	30 seconds	24 fps	Yes	Tags: Yes* - Javascript only Impression Trackers: Yes Click Trackers: Yes	Needs Close Button that will collapse the billboard. Collapses to "Show Ad" text with size (88x31 image) or "Show Ad" text/icon with residual branding in 60x88px or 186x31px image. 1 pixel black border is required on all sides. Collapsed 88x31 image is not a requirement and unit can run as a standalone 970x250. *Tags generally accepted from Campaign Manager 360 (DCM), Sizmek and other leading ad servers. Consult your rep if providing tags from a less common ad server.
Online Video **(Pre-, Mid-, Post-Roll, and Outstream)**	1920x1080 (recommended) 1280x720 (minimum)	N/A	MP4, MXF4	3 Business Days Prior to Launch	200 MB	N/A	5 - 30 seconds recommended (120 seconds max)	29.97 fps	Yes	Yes	Can include 300x250 companion banner (GIF, PNG, JPG)
Mobile Interstitials & Scrollers	320x250, 320x480, 300x600	N/A	All (JPG/ GIF, HTML/HTML5 - see tab 2 if utilizing HTML assets)	3 Business Days Prior to Launch	Up to 10 MB zip file	3 loops		24 fps	Yes	Tags: Yes* - Javascript only Impression Trackers: Yes Click Trackers: Yes	1 pixel black border is required on all sides *Tags generally accepted from Campaign Manager 360 (DCM), Sizmek and other leading ad servers. Consult your rep if providing tags from a less common ad server.
Connected TV	1920x1080 minimum	N/A	MP4	3 Business Days Prior to Launch	800 MB	N/A	5 - 30 seconds recommended (120 seconds max)	29.97 fps	Yes	Yes	10Mbps minimum required, 18 Mbps strongly recommended Exact specifications may change if targeting specific publishers (e.g. Hulu, ESPN, etc.).

How to prepare HTML5 assets for Campaign Manager

This guide helps you prepare HTML5 assets to upload into Campaign Manager.

New to HTML5? See the About HTML5 creatives section below to learn about creatives that use HTML5.

Topics in this article:

- About HTML5 creatives
- How to prepare your HTML5 .zip
- HTML5 developer guidelines.

ABOUT HTML5 CREATIVES

Creatives that use HTML5:

1. Display creatives - non–rich media creatives that can use image or HTML5. Display creatives offer:
   - Click tag reporting on individual exits
   - Polite loading
2. Rich Media - All other HTML5 creatives use rich media elements, so they must be created in Studio (e.g. display expanding or display interstitial creatives). You can get HTML5 rich media creatives from Studio and set them up in Campaign Manager. This includes rich media display banner HTML5 creatives, which use rich media elements.

Creative setup resources:

- Display creative setup (Campaign Manager users only)
- Rich media build guide (Studio users)

ABOUT HTML5

- Compatibility: HTML5 creatives don't require third-party plugins or special file types. This makes them compatible with most mobile devices, including iOS.

PREPARE HTML5 ASSETS

To set up display creatives with HTML5, upload your HTML5 creative to Campaign Manager in the form of a .zip file. The .zip should consist of an HTML file plus any files referenced by the HTML file.

1. Create a folder.

What to include in your .zip file:

- HTML file: The primary asset of your HTML5 creative is the HTML file. This is the entry point for your creative. It must be a complete HTML document that includes at least one click tag and can load into an iFrame. Campaign Manager serves the iFrame along with your assets. See below for click tag help.

- Other files: Include any other files that are referenced by the HTML file. Do not include any files that are not referenced.

What not to include:

- No .zips within .zips: Do not include any .zip files within your HTML5 .zip file. However, if you have several separate HTML5 .zip files for several separate HTML5 creatives, you can zip these files together and batch upload them to Campaign Manager.

- No unreferenced files: As noted above, only include files if they referenced by the HTML file.

- No local or session storage: Campaign Manager does not accept HTML5 assets that use local storage or session storage.

- No % in the name: Do not include a percent symbol (%) in the names of any of the files in your asset.

- No backup assets: Do not include backup assets in your HTML5 .zip file *unless* they are referenced by the HTML file.

The trafficker must upload a separate backup image to Campaign Manager. This image is used if Campaign Manager cannot use your primary assets because they are not supported. Do not include this backup image with your HTML5 .zip file.

However, some HTML files may be coded to use their own backup assets when a browser can't handle all the features. In this case, you'll need to include a backup image in your .zip in *addition* to the file the trafficker must upload separately.

Supported file types and limits for your .zip file:

- Supported file types: HTML, HTM, JS, CSS, JPG, JPEG, GIF, PNG, JSON, XML, SVG, EOT, OTF, TTF, WOFF, WOFF2
- Maximum number of files per .zip: 100
- Maximum size: 10 MB

Sample HTML5 .zip file:

- Download a sample ZIP file

Help with .adz files

Campaign Manager also accepts HTML5 creatives in the form of an .adz file. Just treat the .adz file exactly as you would a .zip file. For your purposes, there is no difference between .adz and .zip.

- Compress the folder into a .zip file. Need help compressing folders? Try the Windows or Apple help centers.
- The trafficker can now upload this .zip file to Campaign Manager in Trafficking.

Learn more about Trafficking:

Why doesn't Campaign Manager allow JavaScript APIs for local storage or session storage?

To help protect user privacy, Campaign Manager does not accept HTML5 assets that use local storage or session storage. If your upload is rejected for this reason, work with your developer to remove the forbidden APIs. Then try uploading the asset again. Specifically, you cannot upload HTML5 assets with the following JavaScript APIs:

- indexedDB
- localStorage
- openDatabase
- sessionStorage

If your advertising goals depend on these APIs, try using Campaign Manager settings instead. For example, some advertisers use these APIs for ad targeting and frequency caps, but this isn't necessary: you can use Campaign Manager to set up many kinds of targeting, and to set frequency caps. Ask support for help implementing workarounds. (Just keep in mind that regardless of how you set up your asset, you should only attempt to capture data that meets the privacy requirements in your contract with Google Marketing Platform.)

What is local storage and session storage?

There are two kinds of HTML5 Web Storage. They are ways to store data on a browser. Local storage stores a file on the browser across browsing sessions. It remains on the browser permanently, unless the user clears the data.

Why isn't this type of storage allowed?

The stored file can potentially include code designed to capture Personally Identifiable Information (PII), track cross-session browser activity, or send other data to third parties that may violate the terms of your Google Marketing Platform contract. This kind of data collection is certainly not the only use of local and session storage, but it's one possible use, because the file can include any type of code.

DEVELOPER GUIDELINES

Resources: IAB & Studio

- IAB HTML5 guidelines

  We developed HTML5 creatives based on these guidelines, plus a number of our own enhancements.

- Studio build guide

  Use this guide to add video or expanding features to your HTML5 creative.

Dimensions

Unlike images or videos, HTML documents don't have dimensions on their own. For this reason, use the *size meta tag* to indicate the intended size for your creative. The size meta tag is an optional parameter in your HTML document. It's the best way to be sure your creative renders at the right dimensions.

- You can enter the dimensions as shown below:

```
<meta name="ad.size" content="width=300,height=250">
```

Click tags

- Click tags define landing pages for each exit on your creatives with HTML5 assets. An exit is any area that can be clicked that directs the browser to a landing page. Each click tag defines the landing page for a different exit.

- When an exit gets a click, the creative calls Campaign Manager for the landing page associated with that exit. You can set this landing page in your creative or your ad, depending on your needs.

- Campaign Manager detects click tags when you upload your assets. You can change the landing page your click tag uses anytime, even after you export tags. That's because the click tag is a standard variable, a placeholder for the landing page rather than a hardcoded value.

- There are some best practices for setting up your click tags since the ad-level overrides the creative-level settings in display creatives:
  - Make sure your creative uses the click tag variable as the click destination.
  - The click tag should be easy for the ad server to read—no minification or obfuscation, though you can use minifers in the rest of your code and in other files.

  - We do not recommend hard-coded URLs in your asset because that prevents Campaign Manager from tracking clicks and prevents traffickers from updating the URL. After upload, Campaign Manager will warn you if there are hardcoded URLs in the asset.

Sample click tag insertion

- Here's an example of a click tag inserted in an HTML document:

```
<html>
<head>
<meta name="ad.size" content="width=300,height=250">
<script type="text/javascript">
var clickTag = "http://www.google.com"; </script>
</head>
[The rest of your creative code goes here.] </html>
```

- Make sure your creative uses the click tag variable as the landing page URL. Make sure you replace 'www.google.com' with your actual click URL, it's used here as an example only.

```
<a href="javascript:window.open(window.clickTag)">
<img src="images/dclk.png" border=0>
</a>
```

Use Google Web Designer for exit events

- Google Web Designer's Tap Area component is fully compatible with Campaign Manager. No custom code is required.
  - Google Web Designer Help

To add a click tag using a Tap Area:

1. Be sure your ad has a button or other clear visual call-to-action element for the user to click or touch.
2. Drag the Tap Area component from the Interaction folder of the Components panel to the stage, and position it over the call to action.
3. Click the new event button in the Events panel.
4. In the event dialog, select the following options:

Target: The Tap Area Component (gwd-taparea_1)
Event: Tap Area > Touch/Click
Action: Google Ad > Exit ad

Note: A similar action, Exit Ad (overrides URL), doesn't allow you to modify the URL outside of the creative, such as within Studio or Campaign Manager, and should only be used for dynamic ads.

Receiver: gwd-ad
Configuration

- Metrics ID - A label (e.g., "CTA") to make reports easier to understand.
- URL - The exit URL.
- Collapse on exit - For expandable ads, check to collapse the ad when the user closes the ad.
- Pause media on exit - Check to stop video and audio playback when the user closes the ad.
- Collapsed page on exit - For expandable ads, the page to show when the user closes the ad.

SAMPLE FILES

Sample HTML document

- Here's an example of a complete HTML document for an HTML5 creative. The click tag and size meta tag are shown in bold.
- Because this creative is so simple, no other assets are needed. If this were your HTML5 creative, you'd compress it into either a .zip or .adz file and send it to your Campaign Manager trafficker.

Document:

```
<html>
 <head>
  <title>sample html page</title>
  <meta name="ad.size" content="width=300,height=250">
  <style>
   html, body {background-color: blue;}
   p { color:white; }
  </style>
  <script src="http://code.jquery.com/jquery-1.9.1.js"></script>
  <script>
   var clickTag = "http://www.google.org";
   function resizeWindow()
```

```
        {
          $('p').css({ 'width':'100%', 'text-align':'center' });
          var h1 = $('h1').height();
          var h = h1/2;
          var WinHeight = $(window).height();
          var w = WinHeight/2;
          var m = w - h;
          var WinWidth=$(window).width();
          $('p').css("margin-top",m + "px");
          $("p").text("Size="+WinWidth+"x"+WinHeight);
        }
        $(document).ready(function () {
          resizeWindow();
        });
        $(window).resize(function () {
          resizeWindow();
        });
       </script>
    </head>
   <body>
     <a href="javascript:window.open(window.clickTag)"><p>Page loading...</p></a> </body>
   </html>
```

HTML5 FILES WITH CLICK TAGS

These HTML5 files are used to dynamically change URLs and record clicks with the Campaign Manager ad servers.

Simple

- Calls a click tag upon a click.
  - Simple HTML5 file

Including Parameter

- Calls clickTag when the button is clicked. This example demonstrates passing a parameter to the destination URL (e.g., a zip code).
  - HTML5 file with parameter

Including a # sign example

- Coded to break up the tracking call to Campaign Manager and the landing page URL of the button. This needs to be done for any creative that clicks through to a destination URL that contains a pound sign (#).
  - HTML5 file with a pound sign

Multiple click tags

- Contains multiple click tags.
  - HTML5 file with multiple click tags

Loader

- .zip containing two .zip files, the parent file and the child file. The parent loads the child file.
    - HTML5 parent and child files

HTML5 files with image Floodlight tags

These are samples of HTML5 files that are used for recording user interactions in non–rich media creatives.

On click

- Calls an image Floodlight tag when the button is clicked.
    - HTML5 file calls image Floodlight on click

On load

- Calls an image Floodlight tag when the HTML5 is loaded.
    - HTML5 file calls image Floodlight on load

HTML5 files with dynamic Floodlight tags

These are samples of HTML5 files that are used for recording user interactions in non–rich media creatives, when images are not used.

On click

- Calls a dynamic Floodlight tag when the button is clicked.
    - HTML5 file calls dynamic Floodlight on click

On load

- Calls a dynamic Floodlight tag when the HTML5 is loaded.
    - HTML5 file calls dynamic Floodlight on load

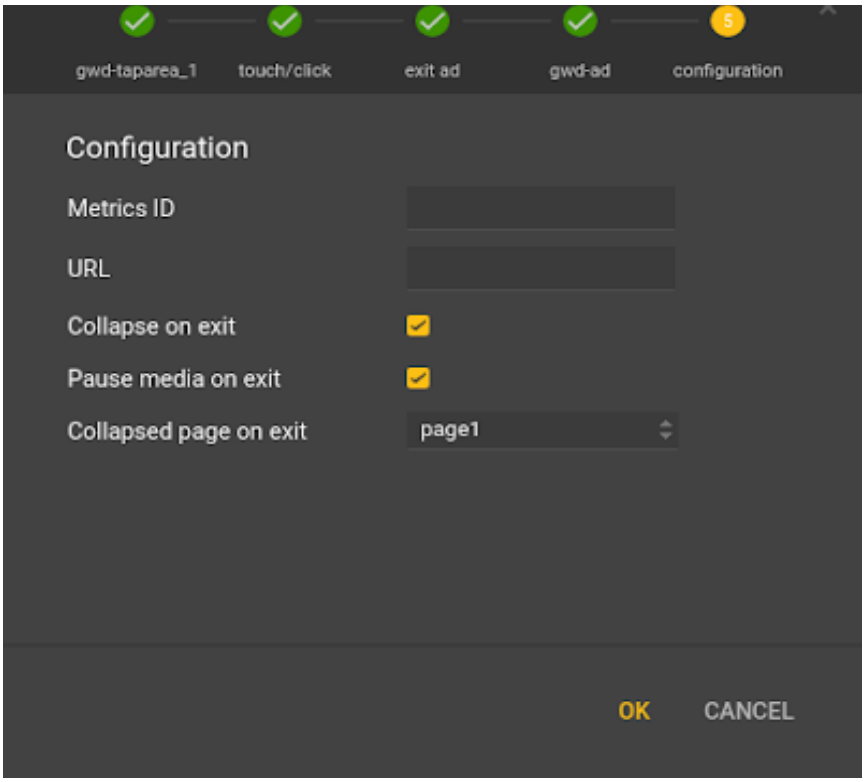
HTML5 files with special tracking

This is a sample of an HTML5 file that is used for recording user interactions in non-rich media creatives.

- HTML5 file with special tracking

1x1 tracking pixel

Calls a Campaign Manager 1x1 tracking pixel when it loads.


gwd-taparea_1
touch/click
exit ad
gwd-ad
5
configuration
Configuration
Metrics ID
URL
Collapse on exit
Pause media on exit
Collapsed page on exit
page1
OK
CANCEL

ADMINISTRATIVE REPORT

File #: 26-518 Meeting Date: 6/15/2026

Report Prepared by: Jennifer Flachman, Senior Management Analyst and Leah Brown, Senior Planner, Development Services Department

SUBJECT: Adoption of a Resolution Accepting a California Air Resources Board Community Planning and Capacity Building Grant for the Connect South Merced Safety and Mobility Planning Project, Appropriating $499,725.60 Grant Funds, and Authorizing the City Manager to Execute the Grant Agreement and Related Documents

REPORT IN BRIEF

Considers adopting a resolution accepting and appropriating $499,725.60 in grant funding from the California Air Resources Board Community Planning and Capacity Building (CARB) Grant Program for the Connect South Merced Safety and Mobility Planning Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2026-34,** a resolution of the City Council of the City of Merced, California, accepting a California Air Resources Board Community Planning and Capacity Building Grant for the Connect South Merced Safety and Mobility Planning Project and Authorizing the City Manager to Sign the Grant Agreement; and,

B. Accepting grant funds in the amount of $499,725.60 from the CARB Grant Program; and,

C. Increasing revenue in the amount of $499,725.60 and appropriating the same in Fund 3000-Development Services; and,

D. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed; and,

E. Authorizing the Finance Officer to make the necessary budget adjustments; and,

F. Authorizing the City Manager to execute all necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff, identify specific findings; or,
3. Deny; or,
4. Continue to a future City Council Meeting (date and time to be specified in Council motion).

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
This action is consistent with the City Council adopted Goals and Priorities, Infrastructure and Public Safety, Economic Development and Quality of Life.

DISCUSSION
The California Air Resources Board (CARB) Community Planning and Capacity Building Grant Program provides funding to support community-led planning efforts in disadvantaged and low-income communities throughout California. The program is part of California Climate Investments, a statewide initiative that invests Cap-and-Invest proceeds in projects that reduce greenhouse gas emissions, improve public health, increase transportation equity, and strengthen local communities.

The City of Merced submitted an application for the Connect South Merced Safety and Mobility Planning Project on February 10, 2026, as the lead applicant in partnership with Valley Onward and Merced Lao Family Community. The proposed project focuses on South Merced, an area that includes disadvantaged and low-income communities and faces challenges related to transportation safety, accessibility, connectivity, and access to essential services.

The Connect South Merced Safety and Mobility Planning Project was developed to create a community-driven framework for improving mobility, safety, and quality of life through extensive public engagement and data-driven planning. The project will engage residents, community-based organizations, and stakeholders to identify transportation barriers and community priorities and develop strategies that improve access to schools, employment centers, parks, healthcare facilities, transit services, and other key destinations.

Grant-funded activities are anticipated to include community outreach and engagement; transportation safety and mobility assessments; data collection and analysis; evaluation of pedestrian, bicycle, transit, and accessibility needs; development of equitable transportation and neighborhood connectivity strategies; and preparation of implementation-ready recommendations for future capital projects and funding opportunities. The grant also requires data collection, evaluation, and reporting throughout project implementation to measure outcomes and support future investments.

The grant also includes funding for a full-time Administrative Analyst position to help manage and coordinate the project. Creation of the position will be brought to the City Council for approval under a separate resolution at a future meeting. The position will be fully funded through the grant during the term and will not impact the General Fund.

CARB has awarded the City $499,725.60 for implementation of the planning project. The grant term is anticipated to begin in June 2026, with project activities scheduled for completion by October 2027 and all grant funds expended by January 31, 2028, in accordance with program requirements.

Acceptance of the grant will allow the City to advance planning efforts in South Merced without

relying on General Fund resources while strengthening partnerships with community organizations and residents. The resulting planning documents and recommendations will position the City to pursue future funding opportunities for transportation, safety, accessibility, and neighborhood improvement projects identified through the community engagement process.

IMPACT ON CITY RESOURCES

Receipt of the $499,725.60 grant award will allow the City to complete the Connect South Merced Safety and Mobility Planning Project without the use of other City funds. In addition, the grant includes funding for a full-time Administrative Analyst position to support project administration and coordination. Establishment of the position will be presented to the City Council for approval under a separate resolution at a future meeting. The position will be fully funded through the grant and will not impact the General Fund. Once the grant has expired the position would need to be funded by Development Services, other funding source or delete the position.

Staff recommends accepting grant funds from CARB and authorization for the City Manager to execute the grant agreement and related documents necessary to implement the project.

This item requires five affirmative votes for approval.

ATTACHMENTS

1. COM_CARB_Application_Form
2. CARB Grant Resolution 2026-34
3. Merced Award Offer Letter
4. City of Merced Letter of Acceptance
5. City of Merced CARB Narrative
6. City of Merced CARB Budget

Community Planning and Capacity Building Grants: 2025 Request for Applications

Appendix A: Application Form

Note: If you require this document in an alternate format or language, please contact Violet Martin at (279) 842-9962 or *violet.martin@arb.ca.gov*. TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

December 2, 2025

More information: *arb.ca.gov/pcb-rfa*

The California Air Resources Board (CARB) requires that applications be accurate, complete, and clearly written. If a project is selected for funding, the application will be incorporated into the grant agreement, and portions of it may be included directly in the body of the agreement. Applications are considered a commitment to carry out the proposed project and are not a starting point for negotiating the final scope.

Instructions

Complete the Application Template (Appendix A) to apply for Community Planning and Capacity Building funds. Refer to this Request for Applications (RFA) for additional details. All sections of the template must be completed, all statements requiring signature must be signed and dated, and all required components must be included for the application to be scored.

Lead Applicants must email their signed application, and all required components listed in the Application Checklist to *cleanmobility@arb.ca.gov* no later than **11:59 pm (Pacific Time) on February 10, 2026** (the Application Deadline). No oral, telephone, facsimile, mailed, or hand-delivered applications will be accepted. If the application is too large to send in one email, Lead Applicants may send it in multiple emails and must note the total number of emails submitted in the body of each email.

CARB will confirm receipt of each application within one business day. Lead Applicants are strongly encouraged to submit applications at least one day before the deadline to avoid delays due to technical difficulties. Applications received after the deadline will not be accepted or reviewed.

Free technical assistance is available from the PCB Administrator team to support potential Applicants, including first-time and Tribal Applicants. See the section Technical Assistance in the RFA for details on how to access support.

CARB will host Question & Answer sessions during the application window. See the RFA section Q&A Sessions for more information.

1. Cover Page

Project Name:	Connect South Merced: Equitable Safety and Mobility Planning
Organization Name:	City of Merced
Type of Organization:	Municipal Government
Contact Name and Title:	Jennifer Flachman
Person with Contract Signing Authority (if different from above):	Scott McBride City Manager
Mailing Address and Contact Information:	Street Address: 678 W 18th St
	City: Merced
	State: CA
	Zip Code: 95340
Phone:	(209) 385-6232
Email:	FlachmanJ@cityofmerced.gov
I have read and understood the terms and conditions of the Sample Grant Agreement.	☑

The undersigned declares that they are an official/agent of the responding Lead Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Name of Responsible Party:	Scott McBride
Title:	City Manager
Signature of Responsible Party:	

Third Party Certification (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Name of Third Party:	Jake Whitaker
Title:	Director of Grant Services
Signature of Third Party:	
Date:	2/10/2026
Amount Being Paid for Application Completion in Whole or Part:	The City of Merced retains the California Public Policy Group for grant writing services. Fees are not assessed on a per-application basis. The retainer is billed at a rate of $3,500 per month.
Source of Funding to Third Party:	City of Merced - General Fund

2. Application Checklist

Use this section to check that all required application components have been included and will be submitted to CARB. All components in the table below are required for the application to be scored.

Application Component (Appendix A)	**Included? Yes/No**
Application Form: Completed form, including signed Cover Page and Section 12 See *Appendix A: Application Form*	Yes
Letters of Commitment and Support: Letter of Commitment and Support from each Applicant *See Appendix A: Application Template, Attachment I, Letters of Commitment and Support*	Yes
Narrative Questions: Complete responses to questions 1-11 See *Appendix A: Application Template, Attachment II, Narrative Questions*	Yes
Scope and Timeline Attachment: Complete Scope and Timelines template using the fewest number of tasks necessary, with up to 5 subtasks per task. Do not modify Task 1. See *Appendix A: Application Template, Attachment III, Scope and Timeline*	Yes
Budget Template Attachment: Complete the Budget Template spreadsheet. See *Appendix A: Application Template, Attachment IV, Budget Template*	Yes
Project Community Map Attachment: GIS-compatible file (.shp, .kml, or .kmz)	Yes

3. Eligibility Requirements

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met. CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	**Eligibility Requirements**	**Yes/No**
Overall	Are all sections of the Application Template complete and does the application include all required components listed in the Application Checklist in the Application Template?	Yes
Overall	Was the application received by CARB at *cleanmobility@arb.ca.gov* by the Application Deadline?	Yes
Timeline	Will all CARB funds be spent by January 31, 2028? Will all project activities be complete by January 31, 2028?	Yes
Project Community	Did the application include a map showing the boundaries of the Project Community? Is more than 50% of the Project Community in disadvantaged or low-income community census tracts?	Yes
Applicants and Partnership Structure	Are all Applicants eligible?	Yes
Applicants and Partnership Structure	If the Lead Applicant is a Local Government, is one of the Sub-Applicants a Community-Based Organization? If the Lead Applicant is a Community-Based Organization, is one of the Sub-Applicants a Local Government or Tribal Government? (N/A for Tribal Governments that are Lead Applicants.)	Yes

Application Section	Eligibility Requirements	Yes/No
Applicants and Partnership Structure	Does the partnership structure include at least one Community Partner?	Yes
Budget	Is the total budget requested less than or equal to $500,000?	Yes
Budget	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	Yes
Budget	Is no more than 30% of the total requested funds set aside to cover indirect costs?	Yes
Data Collection, Evaluation, and Reporting	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	Yes

4. Application Narrative Responses (Attachment Required)

Narrative response file names:
City of Merced - CARB Narrative.docx

5. Letters of Commitment and Support (Attachment Required)

Provide a letter of commitment and support from each Applicant. Use the Letters of Commitment and Support Template (Attachment I) to ensure that all necessary topics are covered. Letters of commitment and support from Community Partners, as well as from entities that are necessary for planned projects to be implemented in the long- term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged.

This response will be used to score the partnership structure. (Maximum 500 characters)

Letters attached to application and file name(s):
City of Merced - Letters of Commitment.pdf

6. Scope and Timeline

Provide a scope and timeline using the Scope and Timeline Template (Attachment III). Follow the instructions in the template. The proposed scope and timeline should outline the tasks needed to complete the project and approximate start and end dates for each task and sub-task.

This response will be used to confirm that the project timeline meets eligibility requirements.

The Grant Term is expected to start by May 4, 2026. What is the expected timeline for project implementation? By what date will all CARB Grant Funds be spent?
The project is scheduled to be completed by 10/31/2027. All funds will be expended by 1/31/2028.
Scope and timeline file names:
City of Merced - CARB Scope and Timeline.docx

7. Budget

Provide a detailed budget using the Budget Template (Attachment IV). Follow the instructions in the template. The proposed budget should estimate all labor, material, equipment, construction, installation, and grant management costs associated with the proposed projects. Labor rates must account for overhead and fringe benefits.

Projected costs must account for any expectation of cost increases (e.g., cost of living increases, inflation).

This response will be used to confirm the eligibility of the budget and will be scored.

What is the overall project cost and how much of that cost may be able to be covered by other sources of funding rather than CARB funding (via a resource contribution).

Budget file names:
City of Merced - CARB Budget.xlsx

8. Data Collection, Evaluation, and Reporting:

Answer the question below. This response will be used to confirm eligibility of the application.

Do you agree with the following statement? All Applicants have read and understand the data collection, evaluation, and reporting requirements and, as the Lead Applicant, I agree that all Applicants shall comply with all data requirements listed in the RFA, including regularly collecting data on project activities; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB or the Project Administrator.	Yes

9. Project Community

Attach a map of the Project Community's boundaries to this application document. Work with the technical assistance providers to create this map in the required format (.shp, .kml, or .kmz file type). This map will be used to confirm that the Project Community meets eligibility requirements and will be used to score whether the Project Community is rural and whether the Project Community has received past planning funding from STEP, CMO, CMIS, or similar State programs.

Map file name:
South Merced Project Boundary.kmz

10. Applicants and Partnership Structure

Follow the instructions below. These responses will be used to confirm that the Applicants meet eligibility requirements.

Lead Applicant: Provide the name of the organization, organization type, and contact information of the Lead Applicant.

Lead Applicant information:
City of Merced

Sub-Applicants: List the name of the organization and organization type of each Sub-Applicant.

Sub-Applicant information:
Valley Onward, Merced Lao Family

Community Partners: List the Community Partners, including the name of the organization and organization type if applicable.

Community Partners information:

11. Declarations and Attestations

A. Conflict of Interest Declaration

All Lead Applicants must disclose, as an attachment to the application, any conflict of interest that could be perceived to impact any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement.

The Lead Applicant must immediately inform CARB of any current, ongoing, or pending direct or indirect interests that do or could pose an actual, apparent, or potential conflict of interest with any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. These may include, but are not limited to, financial arrangements with or interest(s) with product manufacturers, equipment suppliers or vendors, infrastructure installers, fuel manufacturers, fuel or electricity retailers, vehicle or equipment component manufactures, or related organizations as well as membership in or financial arrangements with community-based organizations or committees or subcommittees. CARB may consider the nature and extent of any actual, potential, perceived, or apparent conflict of interest, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the Lead Applicant based on such actual, potential, perceived, or apparent conflict of interest at CARB's sole discretion. Each Applicant must immediately advise CARB in writing of any potential new conflicts of interest.

By signing Section 11.E. Applicant Signatures, each Applicant represents, warrants, and agrees that all conflicts of interest, if any, have been fully disclosed to CARB in the submitted application; that they are in compliance with applicable state and federal conflict of interest laws at the time they submit this application and shall remain in compliance with all such laws during the RFA process, and, if selected, during the Grant Term; and that they will have no interest, and will not acquire any interest, direct or indirect, which will conflict with their ability to impartially perform under and complete the tasks described in this RFA.

B. Compliance with the Law Declaration

Each Applicant must disclose, as an attachment to the application, any claims against them of noncompliance with any United States Environmental Protection Agency (U.S. EPA), CARB, or California air district laws, including a Notice of Violation, Citation, or litigation alleging noncompliance, along with a copy of any of the government documents they have received alleging noncompliance. Applicants may explain the nature of the allegations and present any defenses.

If the Applicants have no such claims of noncompliance against any of them, each Applicant shall so attest in the application by signing Section 11.E. Applicant Signatures. By signing, each Applicant represents, warrants, and agrees that all claims of noncompliance, if any, have been disclosed to CARB in the submitted application.

CARB may consider the nature and extent of any alleged or proven noncompliance with U.S. EPA, CARB, or California air district law, or failure to disclose any alleged noncompliance with U.S. EPA, CARB, or California air district laws, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the application based on such noncompliance, at CARB's sole discretion.

C. Attestation of Readiness

By signing Section 11.E. Applicant Signatures, each Applicant accepts the terms and conditions of the Sample Grant Agreement (Appendix B) in the same form, and is ready, willing, and able to comply with all such terms and conditions.

D. Non-Collusion Declaration

By signing Section 11.E. Applicant Signatures, each Applicant represents, warrants, and agrees that the following is true:

The application was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The application is genuine and not collusive or a sham. Submittal of the application was not directly or indirectly induced by or solicited from any other applicant to put in a false or sham proposal. Each Applicant did not directly or indirectly collude, conspire, connive, or agree with any other applicant or anyone else to put in a sham application. Each Applicant did not in any manner

directly or indirectly seek by agreement, communication, or conference with anyone to fix the proposed fees or terms of the application or of any other application, or to fix any overhead, profit, or cost elements of the proposed fees or fee structure, or of that of any other applicant, or to secure any advantage against CARB or other applicants. All statements contained in the application are true and correct.

E. Applicant Signatures

Each Applicant (the Lead Applicant and each Sub-Applicant) must sign below. The undersigned declares that they are an official/agent of a responding Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in Sections 11.A, 11.B, 11.C, and 11.D above are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Lead Applicant Name:	City of Merced
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Scott McBride City Manager
Date of Signature:	2/10/26

Sub-Applicant Name:	Valley Onward
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Sol Rivas Executive Director
Date of Signature:	2-10-26

Sub-Applicant Name:	Merced Lao Family
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Paul Thao Executive Director
Date of Signature:	2/10/2026

Sub-Applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-Applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-Applicant Name:	

Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-Applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
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Sub-Applicant Name:	
Signature of Designated Authorized Representative:	

Name and Title of Authorized Representative:	
Date of Signature:	

Sub-Applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-Applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ACCEPTING A CALIFORNIA AIR RESOURCES BOARD COMMUNITY PLANNING AND CAPACITY BUILDING GRANT FOR THE CONNECT SOUTH MERCED SAFETY AND MOBILITY PLANNING PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT

WHEREAS, the City of Merced, as Lead Applicant, submitted a grant application on February 10, 2026, to the California Air Resources Board ("CARB") Community Planning and Capacity Building (Planning): 2025 Request for Applications for the Connect South Merced Safety and Mobility Planning Project, and,

WHEREAS, the California Air Resources Board awarded grant funding through its Community Planning and Capacity Building Grant Program for the Connect South Merced Safety and Mobility Planning Project; and,

WHEREAS, the Community Planning and Capacity Building Grant Program is administered by CARB's designated Statewide Planning and Capacity Building Administrator and focuses on increasing transportation equity through funding for planning activities as part of California Climate Investments, which uses Cap-and-Invest dollars to fund projects that reduce harmful emissions, protect public health, strengthen local economies, and support natural environments; and,

WHEREAS, the City of Merced agrees to comply with all Planning Grant Program requirements and the requirements stated in the grant agreement; accept grant funds from CARB through the Planning and Capacity Building Administrator; and allocate and authorize the amount of $499,725.60 committed as resource contributions for the project, as described in the grant application and stated in the grant agreement; and,

WHEREAS, the City of Merced agrees to work with the Planning and Capacity Building Administrator to amend the grant agreement when necessary and consistent with the grant agreement and Planning Grant Program requirements to adapt to project and community needs and lessons learned during grant implementation; and,

WHEREAS, the City of Merced desires to accept the grant funding and authorize the City Manager, or designee, to sign the forthcoming grant agreement and related documents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council hereby accepts grant funding in the amount of $499,725.60 from the California Air Resources Board Community Planning and Capacity Building Grant Program for the Connect South Merced Safety and Mobility Planning Project and

authorizes the City Manager, or designee, to sign the forthcoming grant agreement and any related documents necessary to receive and administer the grant funding.

SECTION 2. That the City Council authorizes the allocation and use of $499,725.60 in committed resource contributions for the project, consistent with the grant application and grant agreement requirements.

SECTION 3. That the City Council authorizes the City Manager, or designee, to work with the Planning and Capacity Building Administrator to amend the grant agreement as necessary and consistent with program requirements to address project implementation needs.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(signatures on next page)

APPROVED:
MATTHEW SERRATTO, MAYOR

_____
Mayor

ATTEST:

D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant / Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Craig Cornwell
CRAIG J. CORNWELL, City Attorney

May 4, 2026

Scott McBride
City Manager
City of Merced
678 W. 18th Street
Merced, CA 95340

Dear Scott McBride,

Thank you for submitting City of Merced's application for the California Air Resources Board's (CARB) Community Planning and Capacity Building: 2025 Request for Applications (RFA). CARB is pleased to inform you that your application, Connect South Merced: Equitable Safety and Mobility Planning, has been preliminarily selected for funding.

CARB is pleased to offer a Planning Grant award of up to $499,725.60 to support City of Merced's implementation of the proposed project.

Your project was selected through a competitive evaluation process based on the criteria outlined in the RFA, including alignment with program objectives, demonstrated community need, strength of partnerships, and readiness to carry out planning and capacity-building activities.

Program Administration

Planning Grants are administered by CARB's Statewide Planning and Capacity Building Administrator (PCB Administrator): Data for Social Good, in partnership with Momentum and the Institute for Sustainable Communities. The PCB Administrator is responsible for executing the grant agreements, reviewing and approving disbursements requests, disbursing funds in accordance with the RFA, and providing implementation support and technical assistance.

Grantees will work primarily with the PCB Administrator throughout the grant term, with CARB providing program oversight.

Next Steps

This award is conditional upon successful of post-award requirements and execution of a Grant Agreement.

CARB requests an official response to this preliminary award offer. Please submit a response letter on City of Merced letterhead using the attached template and email it to Violet Martin, *violet.martin@arb.ca.gov*, by May 15, 2026.

If accepting, please indicate whether governing board or council approval is required prior to executing the Grant Agreement with the PCB Administrator.

As part of your acceptance, please also include documentation confirming organizational eligibility, as applicable to your organization type. This may include:

- For Community-Based Organizations (CBOs): proof of current nonprofit status (e.g., IRS 501(c)(3) determination letter or equivalent)
- For Tribal Governments: documentation confirming Tribal government status (e.g., federally or state-recognized Tribe)

CARB will confirm receipt of your acceptance materials. Following acceptance, the PCB Administrator will provide onboarding materials, host an introductory meeting, and work with you to complete all remaining requirements to execute the Grant Agreement.

Post-Award Requirements

The following documentation and onboarding materials will be coordinated by the PCB Administrator after acceptance (templates will be provided):

- Completed Payee Data Record (form to be provided by CARB)
- Documentation of alignment with relevant planning priorities:
    - For local governments and CBOs: A letter from the regional planning agency identifying which strategies in the most recently adopted Sustainable Communities Strategy (SCS) the project will help implement
    - For Tribal Governments: No additional documentation is required. At the Tribe's discretion, applicants may provide documentation (e.g., letter or other confirmation) reflecting Tribal authorization or alignment with Tribal priorities
- Governing Board Resolution or equivalent formal authorization, authorizing the organization to:
    - Accept the grant funds
    - Comply with the terms of the Grant Agreement
    - Commit any required resource contributions
    - Allow for future grant amendments without additional board approval

Important Reminders

This award supports planning and capacity-building activities only; implementation activities are not eligible.

No agreement is in effect until the Grant Agreement is signed by both your authorizing signatory and the PCB Administrator. Therefore, any work completed prior to this time will not be compensated or reimbursed. Administrative efforts that occur after the issuance of this preliminary award letter and before the execution of the Grant Agreement can be counted toward the project's resource contributions.

Please do not publicly announce this preliminary award without coordination and advanced approval from CARB.

Congratulations on your selection. We look forward to working with your team to advance Connect South Merced: Equitable Safety and Mobility Planning and support community-led transportation efforts benefiting South Merced.

If you have any questions or need further clarification, please reach out to Violet at (279) 842-9962 or by email at *violet.martin@arb.ca.gov*.

Sincerely,

Nicholas Nairn-Birch

Nicholas Nairn-Birch
Clean Transportation Outreach Section Manager
Mobile Source Control Division
Nicholas.Nairn-Birch@arb.ca.gov

cc: Lisa Macumber, Branch Chief, Equity Mobility Incentives Branch
Violet Martin, Air Pollution Specialist, Mobile Source Control Division
Jennifer Flachman, City of Merced

Attachment

- Acceptance letter template

CITY OF MERCED

May 15, 2026

Violet Martin
Air Pollution Specialist
Mobile Source Control Division
1001 I Street
Sacramento, CA 95812
Violet.martin@arb.ca.gov

Subject: Letter of Acceptance – Connect South Merced Safety and Mobility Planning Project

Dear Ms. Martin,

On behalf of the City of Merced, I am pleased to accept the California Air Resources Board grant award of $499,725.60 to implement Connect South Merced Safety and Mobility Planning Project.

The City of Merced will require City Council approval prior to signing the forthcoming Grant Agreement and plans to seek approval at the June 1, 2026 City Council Meeting.

Advance Pay (Optional):
At this time, the City of Merced is still evaluating whether to request advance payment, consistent with the provisions outlined in the RFA and forthcoming Grant Agreement. We understand that this indication is not binding and may be updated at a later time during the grant agreement development process.

If you have additional questions or need further information, please contact Scott McBride at (209) 385-6818 or mcbrides@cityofmerced.gov.

Sincerely,

D. Scott McBride
City Manager
City of Merced

Narrative Questions

Instruction:
These grants are intended to advance transportation equity by supporting projects that identify community transportation needs, build local capacity, and develop actionable plans or partnerships to address inequities in access, safety, affordability, reliability, and environmental outcomes. Applicants do not need to have all project details finalized — the grant can support planning, partnership development, and early implementation of priority activities.
Character limits and page equivalents are provided to help you focus responses; reviewers value clarity, completeness, and alignment with equity goals more than exact word count.

Project Name: Connect South Merced

Question 1. Community Challenges and Priorities
Prompt: Describe the main transportation, access, or environmental challenges in your community that this project will help address. Why are these issues important to residents, and how do they relate to transportation equity? Focus on lived experiences, gaps in services, unsafe or costly travel, and populations most affected by inequities.

- Character Limit: 2,000 (about three-quarter page)
- Scoring Criteria: Project Vision & Community Need (25 points)

South Merced is a 7.39-square-mile community that was physically and economically isolated by the realignment of State Route 99 in the 1960's—redlining the neighborhood, concentrating environmental burdens, limiting access to safe transportation, and contributing to long-standing disinvestment for generations of residents.

South Merced is home to approximately 23,104 residents, many of whom are low-income, non-English speaking, and living in challenging environmental and transportation conditions. These conditions create barriers to mobility and participation in daily activities. California Healthy Places Index (HPI) reports low rates of personal vehicle ownership among South Merced residents, meaning many rely on walking, biking, or transit for daily travel. Despite this, South Merced has seen limited investment in active transportation and safety improvements.

The City's adopted Local Roadway Safety Plan (LRSP) identifies five corridors in South Merced's High Injury Network, with a concentration of serious crashes and fatalities. Conditions along these corridors reflect long-standing disinvestment, with gaps in sidewalk and bicycle infrastructure, unsafe or missing crossings, high vehicle speeds, and poor lighting, creating daily safety risks for residents, especially children, seniors, and people with disabilities. Improving transportation safety and access is critical to advance equity and improve daily life in South Merced.

Transportation inequities are compounded by high exposure to vehicle emissions and diesel pollution due to proximity to SR 99 and high traffic volumes. EPA EJScreen data places South

Merced in the 92nd percentile statewide for PM2.5 exposure, 75th percentile for diesel particulate matter, and shows traffic exposure exceeding 1.8 million vehicle-miles traveled per day. These conditions contribute to severe health impacts, including asthma, elevated heart disease, higher disability rates, and lower life expectancy than most of the state.

Question 2. Project Vision and Description

Prompt: What is your vision for this project? Describe the proposed activities and how they will identify or address community transportation needs, advance transportation equity, and develop organizational and community capacity. Consider workforce development, community resiliency, and economic opportunities for community members. You do not need to have every detail finalized; the grant may support planning, piloting, or partnership-building activities.

- Character Limit: 2,500 (about 1 page)
- Scoring Criteria: Project Vision & Community Need (25 points)

The City of Merced's vision is to advance community-led transportation safety planning in South Merced by building local capacity while developing actionable, community-informed planning concepts for priority corridors. This project is intentionally designed to build partnerships and community by educating residents and community partners on transportation planning processes and shaping corridor concepts, ensuring these neighborhoods are better equipped to shape transportation decisions over the long term.

The planning project will establish a South Merced Collaborative Governance Structure (CGS) to guide inclusive engagement and shared decision-making. In partnership with Valley Onward and Merced Lao Family, trusted community-based organizations serving South Merced, the City will conduct reach-in engagement designed to meet residents where they are. These reach-in activities will include pop-up events, outreach at apartment complexes, and engagement in trusted community spaces such as schools, parks, and faith-based locations. The planned strategies are intended to reduce barriers to participation and center voices often excluded from planning designs.

Community input gathered through reach-in engagement will inform CGS-guided corridor prioritization, using the City's adopted LRSP High Injury Network (HIN) as a foundation while allowing community members to validate and refine priorities. The CGS will then conduct community workshops and design charrettes, providing residents the opportunity to review, create, and refine conceptual safety and active transportation improvements for the selected priority corridors.

CARB funding will support community-driven planning and partnership-building activities, allowing the City to test new engagement approaches in a disinvested and disengaged area, build readiness for future implementation of multimodal safety improvements, strengthen community

understanding of mobility needs, and build durable partnerships by establishing a CGS that can support future planning and funding opportunities.

Question 3. Project Community

Prompt: Describe the community your project will benefit. Who lives, works, or goes to school there, and why was this community chosen? Include demographics, transportation access, and assets such as schools, transit stops, or Tribal housing. Tribal applicants may also describe governance structures or culturally guided priorities. Emphasize populations most affected by transportation inequities.

- Character Limit: 2,000 (about three-quarter page)
- Scoring Criteria: Project Vision & Community Need (25 points) and Communities of Focus (5 points)

South Merced, generally defined as the area south of 16th Street to the southern city limits, is home to a predominantly low-income and non-English speaking population. According to CalEnviroScreen, all five census tracts that make up South Merced qualify as disadvantaged communities. Approximately 60% of residents live in poverty, with a per capita income of $16,004, among the lowest in the state. 74% of residents are non-English speaking, primarily Spanish-speaking (65%), and 23% of households are limited-English-speaking. The community includes many families with children, seniors, and renter households, many of whom are especially affected by unsafe transportation conditions. These challenges are rooted in inequities shaped by historic disinvestment and infrastructure decisions that continue to affect access, safety, and environmental conditions.

Transportation access is central to daily life in South Merced. According to the California Healthy Places Index, many residents rely on walking, biking, and transit for everyday travel. 16th Street, Childs Avenue, and R, G, and V Streets serve as critical routes connecting residents to schools, parks, food distribution sites, transit, and community services. Each of these corridors is a part of the High Injury Network, creating significant safety risks for people traveling on them.

Despite these challenges, South Merced has many strong community assets that can support effective engagement. Schools, parks, churches, food access sites, and trusted community-based organizations are active throughout the area, including Valley Onward and Merced Lao Family, which have deep roots and experience engaging residents. A map of community assets in South Merced can be found here. While prior planning efforts have identified community needs, they often lacked sustained community decision-making power. There is a clear readiness for deeper, resident-led planning, supported by existing partnerships and community capacity.

Question 4. Engagement Approach

Prompt: How will your project include community voices — especially low-income residents, Tribal members, youth, elders, or other groups often excluded from transportation decisions? Describe

outreach, supports for participation (translation, participation incentives), and how decision-making power will rest with the community. Highlight equitable engagement practices that inform planning and project design.

- Character Limit: 2,000 (about three-quarter page)
- Scoring Criteria: Community Engagement & Equity (20 points)

Community engagement for this project will be coordinated through the CGS, which will include community members, trusted community organizations, and City partners. This structure ensures engagement is ongoing, community-driven, and rooted in trust.

The CGS will include a Coordination Council and a Community Steering Committee, supported by City staff and working groups as needed. Residents and trusted community partners will play a direct and meaningful role in shaping engagement strategies, prioritizing corridors, and guiding planning outcomes. Membership will reflect the cultural, linguistic, and socioeconomic characteristics of South Merced, with an emphasis on engaging low-income households, non-English speakers, renters, youth, and seniors who are often excluded from transportation decision-making. Clear feedback loops will be maintained by sharing engagement summaries and demonstrating how community input directly informs planning concepts and decisions.

The project will use reach-in engagement strategies that meet residents where they are and reduce barriers to participation. These strategies will include pop-up events at parks, food banks, and apartment complexes, as well as canvassing and tabling at trusted community locations. Engagement activities will focus on understanding daily travel experiences, safety concerns, and priorities along key corridors.

To support equitable participation, the project will provide Spanish interpretation and translated materials, and meetings will be held at accessible times and locations to accommodate for work schedules, caregiving responsibilities, and transit access. These supports are intended to ensure meaningful participation from residents who are often excluded from planning, including non-English speakers, renters, youth, elders, and low-income households. Valley Onward and Merced Lao Family, as co-applicants, will work with the City to facilitate these supports and ensure resident participation.

Question 5. Benefits to Priority Populations

Prompt: Who will benefit from this project, and how will it improve their daily lives or reduce transportation inequities? Describe how engagement activities intentionally involve residents often excluded from planning and decision-making. Include capacity-building outcomes, understanding of clean transportation options, and any early actions the grant may fund to support these benefits.

- Character Limit: 1,200 (about half page)
- Scoring Criteria: Community Engagement & Equity (20 points)

Primary beneficiaries are low-income South Merced residents, including Spanish-speaking households, renters, families with children, youth, and seniors, who face unsafe walking/biking conditions, limited transit access, and long-standing exclusion from transportation decisions.

The project will produce community-informed safety and active transportation concepts for priority corridors used daily to reach schools, parks, food sites, transit stops, and essential services. Engagement activities will be designed to intentionally include residents often left out of planning through reach-in outreach, language access, and accessible meeting times and locations.

Capacity-building is a direct benefit. Residents participating through outreach and the Collaborative Governance Structure will increase planning literacy and confidence to share lived experience, help set corridor priorities, and review/refine concepts. The resulting concepts and engagement documentation will strengthen readiness to pursue future implementation funding, improving the likelihood that subsequent investments reflect South Merced priorities.

Question 6. Partnership Structure

Prompt: Describe the roles and responsibilities of the Lead Applicant, Sub- applicants, and Community Partners, and how decision-making power will rest with the community. Explain why each partner is well-suited for their role, how equity is built into the structure, and how potential power imbalances will be addressed. If partnership structures are not yet fully formed, describe how the grant will support their development. Optional diagrams may be attached.

- Character Limit: 2,000 (about three-quarter page)
- Scoring Criteria: Partnership & Collaboration (20 points)

The City of Merced will serve as the Lead Applicant, responsible for fiscal management, coordination among partners, and technical planning support. The City will ensure project completion and alignment with adopted plans, while also supporting a community-led approach to decision-making.

Valley Onward will lead culturally responsive outreach using its established promotoras model, drawing on deep trust and long-standing relationships with South Merced residents. Valley Onward brings extensive experience engaging low-income, Spanish-speaking households around issues of health, safety, and active living. The City has partnered with Valley Onward on several planning projects in the past, leveraging their relationships with residents to engage community members in planning activities. Merced Lao Family will support outreach and engagement tailored to the City's large Hmong population, ensuring language access, cultural relevance, and trust-building across diverse populations in South Merced. Most recently, Merced Lao Family played an integral role in community engagement for the design of General Vang Pao Park—a public space designed to celebrate Merced's Hmong community.

Project decision-making will be anchored in the CGS, which will serve as the central forum for shared leadership and accountability. The CGS will consist of a Coordination Council, the Community Steering Committee, and a Community Outreach Working Group. Together, these bodies ensure that residents and trusted community partners hold meaningful influence over engagement design, corridor prioritization, and planning direction. The partnership structure is intentionally designed to address historical power imbalances by embedding community partners directly into planning and decision-making roles. A transparent governance framework will be developed for the CGS to clarify roles, responsibilities, decision-making processes, and communication protocols.

Question 7. Activities & Deliverables

Prompt: Summarize the key activities your project will carry out and expected outputs (reports, workshops, outreach materials, events). Use Appendix A: Attachment III, Scope and Timeline Template for detailed tasks and milestones. Include any early implementation or planning activities funded by the grant.

- Character Limit: 1,000 (about a third page)
- Scoring Criteria: Work Plan & Deliverables (15 points)

The project will implement planning and capacity-building activities to support community-led transportation safety planning in South Merced. Key activities include establishing the CGS to support inclusive, shared decision-making; conducting culturally responsive, reach-in community engagement; and facilitating community workshops to inform conceptual planning for priority active transportation and roadway safety corridors identified through the City's LRSP.

Engagement will be conducted with trusted community-based organizations and will include pop-up outreach at community gathering locations and accessible workshops with language support. Community input will be documented and synthesized to guide corridor prioritization and concept development.

Deliverables will include a written CGS governance framework, community engagement summaries, conceptual planning materials for two to three priority corridors, and a roadmap identifying next steps and potential funding opportunities.

Question 8. Grant Readiness

Prompt: How is your organization (and partners) prepared to manage this grant? Highlight experience, staffing, systems, and any relevant past projects. Describe potential challenges and how you plan to address them. Explain how you will use the grant to build capacity if some areas (staff, partnerships, or systems) need support.

- Character Limit: 1,200 (about half a page)
- Scoring Criteria: Grant Readiness (10 points)

CARB Community Planning and Capacity Building Grant activities will be overseen by Management Analyst Leah Brown, who has managed over $88 million in state and federal grants—including four Homekey awards. A full-time Administrative Analyst will be hired to support grant administration and coordination. The City has established financial controls, reporting systems, and grant compliance procedures to ensure timely deliverables, transparent accounting, and adherence to grant requirements.

Valley Onward and Merced Lao Family are well positioned to support implementation, bringing deep experiencing engaging low-income and linguistically isolated residents. Both organizations have long-standing relationships in South Merced and will help facilitate dialogue, strengthen participation, and elevate lived experience in planning processes.

The City recognizes potential challenges related to coordinating partners, sustaining meaningful participation, and building shared decision-making structures. CARB funding will support formal partner agreements, a clear governance framework, and capacity-building activities to strengthen coordination, clarify roles, and support equitable collaboration.

Question 9. Budget Narrative
Prompt: Provide a brief explanation of how you will use grant funds. Include priorities such as staff time, outreach, insurance, evaluation, and any early activities that need funding to advance capacity building and/or planning. Submit full details using Appendix A: Attachment IV, Budget Template.

- Character Limit: 1,000 (about a third page)
- Scoring Criteria: Budget & Resources (10 points)

An Administrative Analyst (1 FTE, $151,796) will manage project implementation, fiscal oversight, reporting, compliance, partner coordination, and evaluation activities.

Contractual services ($127,500) will support planning and corridor concept development, including technical analysis, mapping, design concepts, and preparation of planning documents.

Community engagement funds ($150,000) will support Valley Onward and Merced Lao Family to lead culturally and linguistically responsive outreach, including community meetings, home meetings, pop-up events, surveys, focus groups, translation, and leadership development. Funding will fund 5 Promatoras, 5 Community Liaisons, and 2 Project Managers for the CBO partners. Contractual services ($25,000) will support data collection, evaluation, and reporting in alignment with CARB requirements.

Indirect costs (10%) will support administrative functions, financial management, and organizational infrastructure for project implementation.

Question 10. Long-Term Sustainability

Prompt: How will the benefits of your project continue after the grant ends? Describe strategies for sustaining outcomes through partnerships, funding, community engagement, and capacity-building. If long-term plans are not yet fully formed, describe how the grant will support development of these strategies and ensure equitable transportation outcomes.

- Character Limit: 1,200 (about a third page)
- Scoring Criteria: Strengthens overall case

The benefits of this project are designed to continue well beyond the CARB grant term by strengthening community leadership, institutional readiness, and durable planning structures in South Merced. Central to this approach is the Collaborative Governance Structure (CGS), which is intentionally designed to continue beyond the life of the grant as a standing forum for shared decision-making and community-City collaboration.

The community-informed corridor concepts developed through this project will provide a strong foundation for future applications for implementation funding. By aligning concepts with community priorities and adopted plans, the project will improve readiness for competitive funding opportunities. Sustained engagement is another key outcome. Trusted community partners will remain active in South Merced, continuing to support resident leadership, communication, and participation in future planning and implementation efforts. More broadly, the project will build lasting community and institutional capacity, allowing residents and CGS members to gain experience participating in planning and decision-making.

Question 11. Project Summary for Public Sharing

Prompt: Provide a brief, plain-language summary of your project (max 1,000 characters). This may be shared publicly. Include:

- The community or population you will focus on
- The main transportation equity challenge or need
- The planning, capacity-building, or early implementation activities the grant will support
- The intended outcome or change by the end of the grant

Connect South Merced is a community-driven transportation planning project in South Merced, a historically disadvantaged area where many residents rely on walking, biking, and transit for daily travel. The project will focus on addressing multimodal transportation safety challenges along key neighborhood corridors used to access schools, parks, food sites, and other essential destinations.

Through partnerships with trusted community organizations, the project will support inclusive, culturally responsive engagement that centers residents who are often excluded from transportation decisions, including low-income households, Spanish-speaking residents, seniors, and youth. Community members will help prioritize corridors and shape planning concepts.

By the end of the grant, the project will produce community-informed safety and active transportation concepts and establish a Collaborative Governance Structure to support ongoing resident leadership and future implementation funding.

2025 Community Planning and Capacity Building Request for Applications

1. Budget details

Instructions: Fill out the budget information for each subtask in the table below. Green cells require data inputs. There should be no more than 5 subtasks per task. Subtasks should align with the your application's Scope of Work. If there are rows for subtasks that are not part of your application, please put a "0" in the green cells.
Budget details information must conform with the following:

- Estimates all labor, material, equipment, and grant management costs,
- Labor rates include overhead and fringe benefits,
- Accounts for expected cost increases (e.g., cost of living increases, inflation), and
- The sum of direct labor, direct costs, and indirect costs must equal the sum of CARB funds requested and resource contributions.

KEY: Color-coded fields	
Green	Required input field
Yellow	Optional input field
Gray	Calculated field / locked cell

Project Name: Connect South Merced

	Task/subtask name	Direct labor costs (plus expenses)	Direct costs, non-labor	Indirect costs, non-labor	Notes: Describe costs, include hourly rate for labor	CARB funds requested	Resource contributions (optional)	Notes: Describe resource contributions	Total project cost *CARB funds requested + resource contribution*
Task 1									
Task Name -->	Grant implementation								
(no subtasks)		$ 75,898.00	$ -	$ 7,589.80	Admin Analyst calculated at a fully burdened rate of $36.48 over the two year grant period.	$ 83,487.80			$ 83,487.80
Subtotals		$ 75,898.00	$ -	$ 7,589.80		$ 83,487.80	$ -		$ 83,487.80
Task 2	*Text input below.*								
Task Name -->	Establish South Merced Collaborative Governance Structure								
Subtask 2.1	Establish the South Merced Collaborative Governance Structure	$ 7,589.80	$ -	$ 758.98	Admin Analyst @ $36.48/hour	$ 8,348.78			$ 8,348.78
Subtask 2.2	Recruit and convene Collaborative Governance Structure members	$ 22,769.40	$ -	$ 2,276.94	Admin Analyst @ $36.48/hour	$ 25,046.34			$ 25,046.34
Subtask 2.3	Establish governance and operating framework	$ 7,589.80	$ -	$ 758.98	Admin Analyst @ $36.48/hour	$ 8,348.78			$ 8,348.78
Subtask 2.4	Support capacity building and leadership development	$ 30,359.20	$ -	$ 3,035.92	Admin Analyst @ $36.48/hour	$ 33,395.12			$ 33,395.12
Subtask 2.5	Position the Collaborative Governance Structure for long-term sustainability	$ 7,589.80	$ -	$ 758.98	Admin Analyst @ $36.48/hour	$ 8,348.78			$ 8,348.78
Subtotals		$ 75,898.00	$ -	$ 7,589.80		$ 83,487.80	$ -		$ 83,487.80
Task 3	*Text input below.*								
Task Name -->	Community Engagement and Corridor Prioritization								
Subtask 3.1	Refine outreach and engagement strategy	$ 7,500.00	$ -	$ 750.00	Community engagement budget developed with CBO partners w/ total amount of $150,000 budgeted.	$ 8,250.00			$ 8,250.00
Subtask 3.2	Conduct reach-in community engagement activities	$ 80,000.00	$ -	$ 8,000.00	See above	$ 88,000.00			$ 88,000.00
Subtask 3.3	Conduct community workshops and review corridor concepts	$ 25,000.00	$ -	$ 2,500.00	See above	$ 27,500.00			$ 27,500.00
Subtask 3.4	Document community input and priorities	$ 17,500.00	$ -	$ 1,750.00	See above	$ 19,250.00			$ 19,250.00
Subtask 3.5	Ongoing community feedback and communication	$ 20,000.00	$ -	$ 2,000.00	See above	$ 22,000.00			$ 22,000.00
Subtotals		$ 150,000.00	$ -	$ 15,000.00		$ 165,000.00	$ -		$ 165,000.00
Task 4	*Text input below.*								
Task Name -->	Conceptual Planning for Priority Safety Corridors								
Subtask 4.1	Corridor analysis and existing conditions review	$ -	$ 20,000.00	$ 2,000.00	Based on contractor estimate.	$ 22,000.00			$ 22,000.00
Subtask 4.2	Develop conceptual design alternatives for 2 - 3 priority corridors identified through community engagement	$ -	$ 40,000.00	$ 4,000.00	Based on contractor estimate.	$ 44,000.00			$ 44,000.00
Subtask 4.3	Refine concepts through community input	$ -	$ 17,500.00	$ 1,750.00	Based on contractor estimate.	$ 19,250.00			$ 19,250.00

Subtask 4.4	Prioritize projects and phasing strategies	$ -	$ 20,000.00	$ 2,000.00	Based on contractor estimate.	$ 22,000.00			$ 22,000.00
Subtask 4.5	Final planning deliverables	$ -	$ 30,000.00	$ 3,000.00	Based on contractor estimate.	$ 33,000.00			$ 33,000.00
Subtotals		$ -	$ 127,500.00	$ 12,750.00		$ 140,250.00	$ -		$ 140,250.00
Task 5	*Text input below.*								
Task Name -->	Data Collection, Evaluation, and Reporting								
Subtask 5.1	Procure evaluation consultant	$ -	$ -	$ -	Based on contractor estimate	$ -			$ -
Subtask 5.2	Develop/maintain Data Collection & Evaluation Plan	$ -	$ 5,000.00	$ 500.00	Based on contractor estimate	$ 5,500.00			$ 5,500.00
Subtask 5.3	Collect & manage project data	$ -	$ 5,000.00	$ 500.00	Based on contractor estimate	$ 5,500.00			$ 5,500.00
Subtask 5.4	Evaluate outcomes & report findings	$ -	$ 15,000.00	$ 1,500.00	Based on contractor estimate	$ 16,500.00			$ 16,500.00
Subtask 5.5						$ -			$ -
Subtotals		$ -	$ 25,000.00	$ 2,500.00		$ 27,500.00	$ -		$ 27,500.00
Task 6	*Text input below.*								
Task Name -->									
Subtask 6.1						$ -			$ -
Subtask 6.2						$ -			$ -
Subtask 6.3						$ -			$ -
Subtask 6.4						$ -			$ -
Subtask 6.5						$ -			$ -
Subtotals		$ -	$ -	$ -		$ -	$ -		$ -
Task 7	*Text input below.*								
Task Name -->									
Subtask 7.1						$ -			$ -
Subtask 7.2						$ -			$ -
Subtask 7.3						$ -			$ -
Subtask 7.4						$ -			$ -
Subtask 7.5						$ -			$ -
Subtotals		$ -	$ -	$ -		$ -	$ -		$ -
Task 8	*Text input below.*								
Task Name -->									
Subtask 8.1						$ -			$ -
Subtask 8.2						$ -			$ -
Subtask 8.3						$ -			$ -
Subtask 8.4						$ -			$ -
Subtask 8.5						$ -			$ -
Subtotals		$ -	$ -	$ -		$ -	$ -		$ -
Task 9	*Text input below.*								
Task Name -->									
Subtask 9.1						$ -			$ -
Subtask 9.2						$ -			$ -
Subtask 9.3						$ -			$ -
Subtask 9.4						$ -			$ -
Subtask 9.5						$ -			$ -
Subtotals		$ -	$ -	$ -		$ -	$ -		$ -
Task 10	*Text input below.*								
Task Name -->									
Subtask 10.1						$ -			$ -
Subtask 10.2						$ -			$ -
Subtask 10.3						$ -			$ -
Subtask 10.4						$ -			$ -
Subtask 10.5						$ -			$ -
Subtotals		$ -	$ -	$ -		$ -	$ -		$ -
Total Project Budget		**$ 301,796.00**	**$ 152,500.00**	**$ 45,429.60**		**$ 499,725.60**	**$ -**		**$ 499,725.60**

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-207 Meeting Date: 6/15/2026

Report Prepared by: Christopher Jensen, Director, Parks & Community Services

SUBJECT: Consider the Recreation & Parks Commission Recommendation to Award the Use of Stephen Leonard Youth Center to Merced Community College Through a Five-Year Lease Agreement

REPORT IN BRIEF
Considers the Recreation & Parks Commission recommendation to lease Stephen Leonard Youth Center to Merced Community College through a five-year agreement with a potential to extend another five years.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving a five year Lease Agreement with Merced Community College for use of Stephen Leonard Youth Center with the option to extend an additional five years; and,

B. Authorizing the City Manager to execute necessary documents.

ALTERNATIVES
1. Approve, as recommend by Staff; or,
2. Approve, subject to other than recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

AUTHORITY
Section 200 of the City of Merced Charter.

CITY COUNCIL PRIORITIES
As provided for in the 2025-2026- FISCAL STABILITY, consider options to add new revenue sources and cost recovery strategies. Leasing City owned properties while expanding community services across Merced.

DISCUSSION
Background

The City of Merced Parks & Community Services Department invited qualified organizations, service

providers, and community-focused partners to submit a Request for Interest (RFI) to lease and operate programs and services at the Stephen Leonard Youth Center for youth and their families.

The RFI was open for approximately 1 month. The City was particularly interested in youth development, educational support, family services, workforce development, health and wellness programs, cultural programming, and other community-serving uses that enhance access and promote positive outcomes.

Subcommittee Recommendation

The Recreation and Parks Commission appointed a subcommittee of three members to review the proposals in detail with staff, ranking them through a forced ranking model leading to a top 3 for consideration by the Recreation and Parks Commission in March. At the March 23rd Commission meeting the Subcommittee presented the following Ranking for their consideration:

1. **Merced Community College**- teen and adult education, workforce development, family supports and College for Kids for children.
    a. Strengths- Vision for use of center, financial sustainability, organizational experience, capacity to activate entire park, College for Kids summer classes.
    b. Concerns- potential financial barriers for some in community to participate.

2. **Youth Leadership Institute**- History of successful teen center operation in Merced, teen healing, navigation, linkages, and civic engagement & leadership.
    a. Strengths- History and relationship with teens in the area, focus on quality of life through parks, reconnecting youth to community and giving opportunities to change environment.
    b. Concerns- limited to teen and transitional age groups.

3. **Dr. Jennifer M Jones Foundation**- tutoring, housing stability, mentorship, career readiness and workshops.
    a. Strengths- history of working with individuals and families in high stress situations, afterschool support focused on financial and educational literacy, housing stability, family support workshops.
    b. Concern- May not have direct link currently with immediate community, need to divert funding from other sources to cover operations.

4. **Community Commons Collaborative**- Resource hub of seven organizations, multilingual programs, arts and crafts, safety education, sobriety support, legal assistance, opioid education.
    a. Strengths- Resident focus, wide range of unique services/programs, multilingual.
    b. Concern- Collaborative not actively established, programs may be so unique they could limit who uses services.

5. **Gods Love Outreach Ministries (GLOM)**- after school activities, workforce readiness, life skill training, family engagement, culturally responsive enrichment.
    a. Strength- hours of operation (afternoon and evening), experience operating programs in

south Merced, good neighbor practices to reduce any conflict with general community.
b. Concerns- age limitations for participation (older teens).

6. **CalLinks**- community hub, afterschool youth center, community anchor events.
   a. Strengths- understanding of school/neighborhood conditions, monthly family nights, youth showcases and afterschool programming.
   b. Concerns- limited scope of youth (justice involved, transitional age, young parents).

After public comment from various proposers the Recreation Commission declined to move forward with the Sub Committee ranking and instead made a motion to extend their decision for another month and allow all applicants to present their proposals to the entire Commission in April.

Recreation and Parks Commission Recommendation

Applicants were allowed to submit presentations to be shared with the Commissioners on April 27th. All but one applicant submitted materials for Commissioners review and were given the opportunity to present to the Commission in person at the Commission meeting on April 27th. The one proposer who withdrew from the process was Dr. Jennifer Jones Foundation whose representative expressed support for all other applicants and shared their interest in collaborating with whomever was awardee the lease.

Each proposer presented their materials to the Commission and the Commission asked some clarifying information from various proposers before making their recommendations.

After initial deliberation Commissioners made suggestions for their top candidates. The initial top choices included:

- Commissioner Halloway- CalLINKS
- Commissioner Smith- GLOM
- Commissioner Bauer- Merced Community College
- Commissioner Lewis- Merced Community College
- Commissioner Abong- CalLINKS

In order to break the tie between CalLINKS and Merced Community College as the top ranked applicant, Commissioners were asked who they would like to move forward with as the top applicant.

Commissioners voted 3-2 to advance Merced Community College as the top ranked applicant.

CalLINKS and GLOM were mentioned as recommended alternates should the Lease Agreement with Merced Community College not be awarded.

A motion was made by Commissioner Abong and seconded by Commissioner Lewis to advance Merced Community College as the Lessee for Stephen Leonard Youth Center with CalLINKS and GLOM as alternates. The motion was adopted by Commission through a unanimous vote of 5-0.

Lease Agreement Terms and Conditions

The proposed Lease Agreement would begin once signatures are secured and remain in place until June 30th 2031. The Lessee will report to the Recreation and Parks Commission on a quarterly basis to ensure that use of the facility is maintained in alignment with the scope of work proposed by the applicant. Services will include a variety of offerings including children's activities in the summer, adult education and linkages to workforce development and community events. The proposed Lessee has submitted a request for several building improvements to expand on the work carried out by the City of Merced to ensure the facility is in working order.

At the conclusion of the initial 5- year agreement the Lessee will have the ability to request an extension of up to an additional 5 years. If requested, the proposal will be revisited with the Recreation and Parks Commission as well as City Council to ensure the extension is in alignment with goals and priorities at that time.

The Lessee will cover all operating costs including utilities for the facility and the cost of any tenant improvements. Exterior damage or City supplied furnishings that require replacement will be repaired or replaced at the City's expense unless determined to be as a result of the Lessee.

In lieu of rent for the facility Merced Community College agrees to provide low cost and accessible services to the community through their services at Stephen Leonard Youth Center. Merced Community College will employ a community survey to residents to ensure services offered align with community goals, needs and expectations. These in-kind services will provide a public benefit through youth services, education, and workforce development in a variety of programs.

IMPACT ON CITY RESOURCES

No impact on City resources at this time.

ATTACHMENTS

1. Request For Interest for Stephen Leonard Youth Center
2. Forced Ranking Tool provided to Subcommittee
3. Proposal by Merced Community College
4. City of Merced Lease Agreement with Merced Community College
5. Proof of Insurance

REQUEST FOR INTEREST

Programming for Families and Youth at Stephen Leonard Youth Center



640 T Street, Stephen Leonard Park – Merced

Issued by: City of Merced Parks & Community Services
Opening Date: January 23, 2026
Closing Date: February 20, 2026

BACKGROUND ON REQUEST FOR INTEREST

1. Purpose of Request for Interest

The City of Merced Parks & Community Services Department invites qualified organizations, service providers, and community-focused partners to submit a Request for Interest (RFI) to lease and operate programs and services at the Stephen Leonard Youth Center for youth and their families.

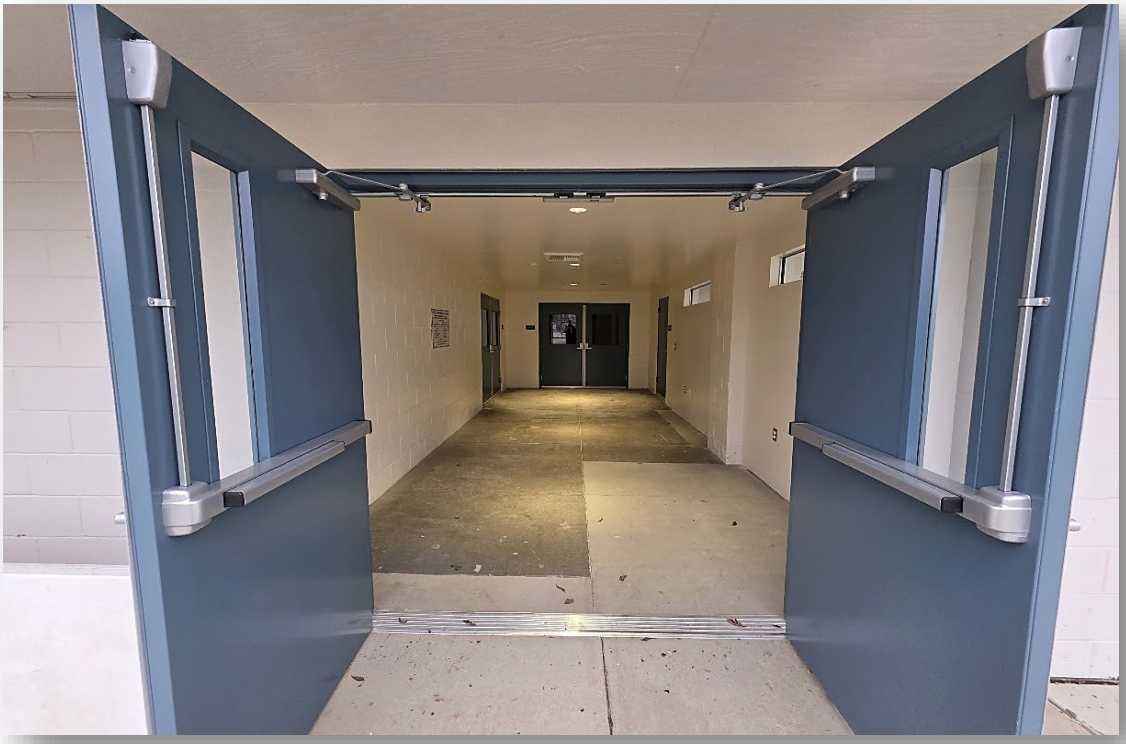
2. Facility Overview

The Stephen Leonard Youth Center is a recently improved community facility offering flexible indoor space including a conference room, potential for two small offices, restroom facilities, a serving kitchen (non-commercial), and a large multi-purpose room with a new room divider. Recent upgrades include the addition of a foyer, a new HVAC system, new window coverings, updated restroom amenities, fresh paint and new lighting.

The facility is a longstanding feature of Stephen Leonard Park and is accompanied by a splash pad, basketball court, small skate park, playground and open green space. The Center is directly across from Sheehy Elementary School.

IMAGES OF NEWLY RENOVATED SPACES

Interior Foyer



Interior Multi-Purpose Room



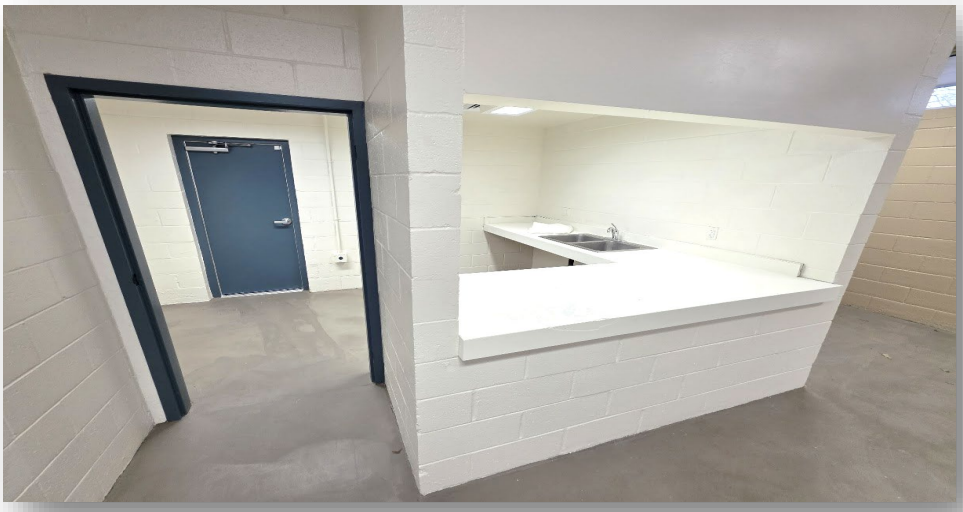
Interior Divider to Separate two Multi-Purpose Areas



Conference Room / Office Space/ Serving Kitchen







3. Desired Uses & Programming

The City is particularly interested in youth development, educational support, family services, workforce development, health and wellness programs, cultural programming, and other community-serving uses that enhance access and promote positive outcomes.

4. Lease Framework & Financial Responsibilities

The proposed lease term is five (5) years, with the option to extend one additional five-year term based on performance and alignment with City and community needs.

The City will cover external and major building repairs. The lessee will be responsible for utilities, operational costs, and any tenant improvements subject to City approval. Utility expenses range but run an average of $300-$700 per month, depending on usage. The Lessee will have the opportunity to rent the facility for potential revenue. Insurance coverages required would include $1,000,000 in General Liability and $2,000,000 for Bodily Injury.

All activities must be approved by City of Merced Parks & Community Services. Lessee will complete quarterly reports for the Recreation & Parks Commission to ensure transparent use of the facility. Facility inspections will be carried out on a quarterly basis by Parks & Community Services to ensure the facility is in good repair and activities are in line with those approved ahead of time. Explicit terms and conditions will be detailed in the Lease Agreement upon selection of an Operator/Service Provider.

5. Submittal Requirements

Proposals should include organizational information, including a list of board members or administration that oversees operations, history of the organization, and a detailed overview of the proposed use and programming of the facility, such as:

- Population(s) to be served
- Days and hours of operation
- Goals and Objectives for program participants
- Experience operating similar facilities
- Description of financial capacity to cover facility-related costs
- Alignment with known or anticipated community needs and interests
- Any anticipated tenant improvements

6. Evaluation & Next Steps

Proposals will be reviewed by City staff to ensure proposals are complete, presented to the Recreation & Parks Commission for review on February 23, 2026, and finally advanced to the City Council in March 2026 for a final decision.
Application Review Process & Timeline:

- Staff Review – February 2026
- Recreation & Parks Commission – February 2026
- City Council – March 2026

7. Submission Instructions

Responses must be received **no later than February 20, 2026 at 12:00pm**. Submissions will only be accepted in PDF format, via email to JensenC@cityofmerced.gov .

For additional information, please call Parks & Community Services at (209) 385-6855, Monday through Friday, between 9:00a.m.-5:00p.m.

City of Merced Parks & Community Services

Stephen Leonard Youth Center – Proposal Evaluation Toolkit

Purpose & Process Overview

This tool is designed to help Subcommittee Members and Commissioners evaluate proposals using a structured forced-ranking approach. Instead of scoring proposals individually, each proposal is compared directly against others to determine overall strength, community impact, and long-term success. This ensures clear, defensible decisions aligned with City priorities outlines in the Request For Interest.

Part 1. Proposal Review- Each Proposal will be reviewed as a group with each Committee Member using the Review Guide prompts to inform their position.

Part 2. Forced Ranking- The first proposal will start out as number 1 followed by a direct comparison to the second. Each proposal afterword will be considered in relation to the rank of each prior until a final ranking of proposals is developed.

Part 3. Final Alignment Check- Before confirming complete ranking it is important to take a last check of the alignment of each proposal and there ranking. There may be times when proposers must back out and having confidence in the rest of the ranking will allow a confident replacement by the next highest ranked proposer.

Your roll as Committee members is to provide your Commission the ranked candidates for consideration. Commission will deliberate and prepare their ranked top 3 proposals for City Councils consideration and formal final approval.

This Committee will present their ranking to the rest of the Commission on Monday, March 23rd 2026.

PART 1: REVIEW GUIDE (prompts to inform your ranking)

Use these prompts for discussion after each proposal is presented. These align directly with our RFI priorities.

Key Questions to Ask for EVERY Proposal

1. Community Impact & Alignment

- Does this serve youth and families in a meaningful way?
- Does it address real needs (education, wellness, workforce, etc.)?
- Will this create positive, visible outcomes in the community?

2. Program Strength & Clarity

- Is the program clearly defined (who, what, when, how)?
- Are hours, structure, and outcomes realistic?
- Does it feel organized and ready to launch?

3. Experience & Ability to Deliver

- Has this organization successfully done this before?
- Do they appear capable of managing a City facility?

4. Financial & Operational Stability

- Can they realistically sustain operations (utilities, staffing, programming)?
- Any red flags or risks?

5. Facility Activation & Fit

- Will this proposal activate the building consistently?
- Does it complement the park, school, and neighborhood?
- Will the space be well-utilized?

PART 2: LIVE FORCED RANKING PROCESS

Round 1 – Proposal #1

Automatically becomes: → Rank #1 (only option so far)

Round 2 – Proposal #2

Which proposal better serves the Youth Center overall?

- Proposal #1 stays #1
- Proposal #2 becomes #1

Round 3 – Proposal #3

Is Proposal #3 better than our current #1?

If YES → it becomes #1, shift others down

If NO → compare to #2

Is it better than #2?

Repeat for ALL Remaining Proposals

Start at the top and work down: better than #1? then #2, etc.

Final Rank

1 Merced Community College

2 Youth Leadership Institute

3 Dr. Jennifer M Jones Foundation

4 Community Commons Collaborative

5 God's Love Outreach Ministries (GLOM)

6. CalLinks

PART 3: FINAL ALIGNMENT CHECK (VERY IMPORTANT)

- Does our #1 proposal clearly deliver the strongest community impact and activation of this facility?
- Are we confident this ranking reflects long-term success, not just the best presentation?
- Is there anything we need to reconsider before finalizing?



Request for Interest (RFI) Submission

Programming for Families and Youth at Stephen Leonard Youth Center

Submitted by:

Merced Community College District

Education. Workforce. Family Support.

MERCED COLLEGE

Request for Interest (RFI) Submission
Programming for Families and Youth at Stephen Leonard Youth Center
Submitted by: Merced Community College District

EDUCATION. WORKFORCE. FAMILY SUPPORT.

Executive Summary:

Merced Community College District proposes to operate the Stephen Leonard Youth Center as a community-based education, workforce, and family support facility serving South Merced. The proposed use aligns with the City of Merced's priorities related to youth development, educational support, workforce readiness, and community-serving programs, while activating an existing public facility through a long-term public agency partnership.

The Youth Center is envisioned as a neighborhood access point connecting youth, families, and adult learners to educational programming, workforce preparation, and student support services. Anticipated programming includes youth enrichment and family services, credit and noncredit education, workforce readiness training, adult educational advising, community enrichment activities, access to bachelor's degree pathways and Promise programs, and on-site support such as financial aid and basic needs referrals. The Center would operate primarily during weekday afternoons and evenings, with select weekend programming.

Merced College has already demonstrated its investment in this project. To ensure that programming in the facility is shaped by the needs and desires of the community, Merced College has committed $26,500 to conduct a third-party community survey of South Merced residents. Additionally, while the College is prepared to allocate funds to the improvement and ongoing maintenance of the facility to create and maintain a welcoming and learning -centered environment, the College has also proactively applied for $1.5 million in direct congressional funding to further enhance the facility as this project serves the broader needs of the South Merced Community.

The proposed partnership between the City of Merced and Merced Community College District represents a unique opportunity to activate the Stephen Leonard Youth Center as more than a facility—transforming it into a vibrant, trusted neighborhood hub for learning, opportunity, and connection. By leveraging Merced College's proven capacity, public accountability, and community-centered approach, this collaboration would deliver meaningful educational, workforce, and family-support services directly where they are most needed.

Goals and Objectives for Program Participants:

The programming and services offered at the Stephen Leonard Youth Center are intended to support positive educational, workforce, and community outcomes for residents of South Merced. The Center will serve as a consistent and trusted access point that helps participants move forward along education and career pathways.

Key goals and objectives for program participants include:

- Expanding access to education, workforce training, and support services within the South Merced community
- Supporting youth development, academic engagement, early college and career awareness
- Increasing successful enrollment, persistence, and navigation of educational pathways for adult learners
- Strengthening family connections to educational, workforce, and basic needs resources
- Providing a welcoming and supportive environment that encourages continued participation and long-term success

These goals reflect Merced College's mission to transform lives through education and workforce development and align with the City of Merced's priorities for youth development, family support, and community well-being.

Community-Responsive Core Programming

Merced College proposes to operate the Stephen Leonard Youth Center as a community- centered education and opportunity hub that expands access to learning, workforce pathways, and family support services for residents of South Merced. The Center would serve as a welcoming and consistent neighborhood presence that connects youth, families, and adult learners to education and support services in a setting that is accessible, familiar, and integrated into daily community life.

To be most responsive to the needs of the South Merced community, the College has already entered into an agreement with True North Research to survey residents of South Merced (zip code 95341). The primary purpose of the proposed survey is to gauge community interest in the proposed Center, as well as the types of classes and programs that could be offered, to help align the Center's offerings with community needs. The College will launch the 8-week survey upon learning if we are successful in our bid to lease the facility. Appendix B

While the survey results will guide program development, we envision the use to include, but not be limited to, the following programming:



Education & Workforce Pathways

- Credit & noncredit classes
- Career exploration & job readiness
- Resume, interview & digital skills workshops
- Connections to workforce training pathways



Adult Education & Advising

- College application & enrollment assistance
- Academic and career advising
- In-person & online learning support
- Navigation of educational pathways



Supportive Learning Environment

- Computer & laptop access
- Study and collaboration spaces
- Virtual appointment areas
- On-site support referrals



Community Enrichment

- Workshops & community learning events
- Cultural and enrichment activities



Bachelor's Degree & Promise Access

- Pathways to baccalaureate through ASU Local and UC Merced Promise programs
- Access to Promise Housing for students



Added Value Benefits

- Investment in an existing public facility
- Access to financial aid & basic needs support
- Access to Student Health services
- Trusted neighborhood resource

Core Programming Details:

Youth Development and Family Services

Youth focused programming will include academic enrichment, college and career awareness activities, and structured learning opportunities designed to support school aged children and adolescents. Family focused workshops and activities will support engagement, learning, and connection to educational and community resources. (See **Appendix A** for mock-up images of the space under Merced College's care.)

In 2026, the College for Kids program will celebrate its 50th year serving the youth of our community. We hope to kick-off the College for Kids program at the facility at Stephen Leonard in the summer of 2026 with a 50th anniversary celebration welcoming neighborhood

families to the facility. The proximity to the park features (splash pad, playground and Sheehy Elementary School) make College for Kids an ideal fit for the space.

Workforce Development

The Center will provide career and workforce related programming focused on career exploration, job readiness, and skill development. Activities may include workshops on resume preparation, interview skills, digital literacy, and connections to education and training pathways aligned with regional workforce needs.

Student Support and Basic Needs

Merced College will offer access to student support services at the Center, including financial aid assistance, academic advising, online tutoring, and basic needs support. The Center will also serve as a connection point for additional services through scheduled outreach and appointments, ensuring students and families can access the resources necessary to support persistence and success.

Technology Access and Study Space

The Center will provide access to computers and laptops to support coursework, job search activities, and online services. Designated areas will be available for individual study, small group work, and virtual appointments, offering a safe and supportive environment for learning and productivity.

The proposed use directly aligns with the City of Merced's interest in youth development, educational support, family services, workforce development, and other community serving uses that enhance access and promote positive outcomes.

This proposed use reflects Merced College's commitment to expanding access through community-based locations and directly advances the District's Educational Master Plan strategy to establish a brick and mortar presence in South Merced. Through this partnership, the City and Merced College would activate an existing public facility as a visible and trusted access point for education, workforce preparation, and youth and family support.

Populations to be Served:

The proposed use of the Stephen Leonard Youth Center is intended to serve residents of South Merced and surrounding neighborhoods, with a focus on youth, families, and adult learners who face barriers to accessing education, workforce training, and support services. The Center will be open and accessible to community members across a wide range of ages and life stages.

Primary populations to be served include school aged youth and adolescents, families seeking educational and enrichment opportunities, and adults pursuing workforce preparation, skill development, or re-entry into education. The Center will also serve individuals who are new to higher education, including first generation college students and community members who may not otherwise engage with traditional campus-based services.

Programming and services will be designed to be inclusive, welcoming, and culturally responsive, reflecting the diversity of the South Merced community. By providing a neighborhood access point within Stephen Leonard Park, the Center will reduce barriers related to transportation, scheduling, and awareness of available resources, while strengthening connections between residents and education, workforce, and support pathways.

Days and Hours of Operation:

The Center is anticipated to operate primarily during afternoon and evening hours on weekdays to support school aged youth and working families. Weekend hours will be utilized for select programming, workshops, and community activities as appropriate. Final days and hours of operation will be established in coordination with the City and may be adjusted over time based on community participation, program demand, and operational considerations.

Merced College will ensure that the Center maintains predictable and reliable hours of operation so that community members can plan for and depend on access to services. Scheduling will be designed to balance structured programming with open access periods for study, advising, and community engagement.

Organizational Overview:

Merced Community College District is a public community college district and local public agency serving the City of Merced and the surrounding region. Established in 1962, the District's mission is grounded in access, equity, workforce preparation, and community engagement. Merced College focuses on student success and is known by the success of its students, transforming lives through education and workforce development.

Throughout its history, Merced College has partnered closely with cities, school districts, employers, and community organizations to deliver education and support services directly into neighborhoods. This community-based approach reflects the College's commitment to equitable access, continuous improvement, and strengthening educational and economic outcomes for the region.

Merced College delivers instruction and services across multiple locations and formats, including in person, online, and hybrid courses in Merced and Los Banos. The College also operates programs in community based and shared use facilities, provides educational services within correctional and juvenile settings in Merced County, and maintains a Business Resource Center in downtown Merced. Through Merced College on the Road, the College participates in more than 100 community events each year to connect residents with education, workforce, and support resources.

In addition to instruction, Merced College offers a broad range of student support and community focused services, including academic advising, tutoring, basic needs assistance, counseling, and workforce and career guidance. The College operates youth and family focused initiatives such as College for Kids and partners with local high schools through College and Career Access Pathways, providing students with opportunities to earn college credit through courses offered on campus, online, and at their school sites.

Merced College has demonstrated experience operating programs in shared public facilities and routinely provides evening and weekend services to meet the needs of working families. Governed by an elected Board of Trustees and led by the Superintendent President and executive leadership team, the College brings the administrative capacity, fiscal oversight, and public accountability necessary to responsibly operate community-based programs and facilities in partnership with the City of Merced. **Appendix B**

The College has an established framework for community partnership and shared facility use that demonstrates its ability to collaborate effectively with local organizations. Community groups regularly utilize College facilities including athletic practice fields, theater spaces, classrooms, and meeting rooms. The College maintains a formal facility reservation process that allows community organizations to request

space for educational, cultural, and service-oriented programming. In addition, several community-based partners operate regularly on campus, including CalFresh outreach, Valley Crisis Center, California Mini-Corps, the Veterans Administration, and other public and nonprofit agencies. This existing infrastructure reflects Merced College's commitment to serving as a community hub and positions the College to integrate family and youth-serving organizations into the Stephen Leonard Youth Center through coordinated day-use partnerships and shared programming. **Appendix G** contains letters of support from community partners that reflect this ongoing partnership.

Ready to Lauch: Demonstrated Commitment and Readiness:

Merced College has already taken deliberate and meaningful steps to advance the activation of the Stephen Leonard Youth Center and to demonstrate long term commitment to serving South Merced. The proposed use of the facility builds on planning, investment, and strategic actions already underway rather than a conceptual or exploratory effort.

Merced College has initiated a community needs assessment focused on South Merced residents to better understand local priorities, barriers, and interests related to education, workforce development, and youth and family services. The District has already committed $26,500 in local funds to engage a third party research firm to design and administer the survey. Results from this effort will inform program design, scheduling, and service delivery at the Youth Center to ensure alignment with community identified needs. **Appendix C**

The College has submitted a federal funding request in the amount of $1.5 million through Senator Alex Padilla's FY27 Congressionally Directed Spending process to support the activation of the South Merced education and workforce development presence at Stephen Leonard Park. This request reflects Merced College's intent to invest in infrastructure, technology, and program readiness to support sustained community-based services at the site. Below is a chart of the proposed use of funds, and the entire request is presented as **Appendix D.**

Category	Description / Line Items	Amount ($)
Facility Furnishings & Learning Environment	Modular tables/chairs; study pods; soft seating; ADA furniture; whiteboards; storage; reception; conference furnishings; outdoor furnishings	375000
Instructional & Presentation Technology	Projectors; interactive displays; monitors; audio systems; document cameras; presentation carts; video conferencing equipment	250000
IT Infrastructure & Connectivity	Enterprise Wi-Fi; switches; cabling; servers; cybersecurity; backup power; network monitoring	275000
Laptops, Devices & Technology Access	Laptop carts; student laptops; staff devices; tablets; printers/scanners; peripherals; software licenses	300000
Offices, Advising & Workforce Support Equipment	Office furniture; filing systems; phone/VoIP; intake kiosks; privacy and sound equipment; collaboration tools	125000
Basic Needs & Student Support Infrastructure	Food storage; shelving; technology lockers; hygiene fixtures; digital signage; case management software	125000
Installation, Setup & Initial Activation	Installation; configuration; delivery; assembly; staff training; warranties	50000
TOTAL		**1500000**

This project directly aligns with Merced College's Educational Master Plan and identified as a Strategic Implementation Goal. The plan emphasizes investing in new and innovative outreach strategies, targeting new populations, and establishing a brick-and-mortar presence in South Merced to expand access and grow the student population. The Stephen Leonard Youth Center represents a key opportunity to advance this strategy in partnership with the City.

Merced College has also committed staff capacity and administrative oversight to support ongoing operations, coordination, and compliance for the facility. This includes staffing to manage daily operations, deliver programming, and meet City reporting and inspection requirements. Through these combined efforts, the College demonstrates readiness to operate the Stephen Leonard Youth Center as a stable, well managed, and community centered resource. **Appendix E**

Fiscal Viability and Facility Maintenance and Improvement:

Merced College ended the 2024-2025 fiscal year with positive net income of $1,987,572 and a fund balance of 18.06% ($18,674,604). The revenue projection in the 2025-2026 adopted budget is $116,134,290. Merced College exceeds the liability insurance coverages required as part of this RFI.

Merced College's budget information - including income, balances and expenditures – is available publicly on our website here. All budget documents and presentations are also publicly available in the Board of Trustees meeting minutes and agendas. A copy of the 2025-26 Final Budget Board of Trustees Presentation is included in **Appendix F**.

Experience Operating Similar Facilities:

Merced College has extensive experience operating instructional and support services across multiple sites, including campus-based locations, off site instructional spaces, and shared use community facilities. The College routinely delivers education, workforce training, and student support services in settings designed to serve diverse populations and meet community specific needs.

In addition to its main campus locations in Merced and Los Banos, Merced College operates programs in community-based facilities, maintains a Business Resource Center in downtown Merced, and provides educational services within correctional and juvenile settings throughout Merced County. These operations require coordination across agencies, adherence to safety and compliance requirements, and consistent staffing and oversight.

Merced College's experience managing multiple locations includes scheduling, supervision, facility coordination, reporting, and compliance with public agency standards. This operational experience positions the College to effectively manage the Stephen Leonard Youth Center in partnership with the City of Merced and to ensure the facility is used responsibly, maintained appropriately, and aligned with approved programming.

Closing Statement:

Merced College appreciates the opportunity to submit this Request for Interest and to be considered as a partner in the activation of the Stephen Leonard Youth Center. The College views this opportunity as a long-term partnership with the City of Merced to expand access to education, workforce pathways, and family support services within South Merced.

Through intentional programming, responsive community engagement, and sustained investment, the Youth Center can become a visible symbol of the City's commitment to youth development, educational access, and neighborhood vitality in South Merced. This partnership offers an immediate and practical way to enhance existing park assets while creating long-term pathways that support student success, workforce readiness, and family stability.

Approval of this proposal would enable the City and Merced College to move forward with a shared vision—one that activates public space, strengthens community trust, and expands opportunity for generations of South Merced residents.

Appendix A

AI-Generated Mockups


MERCED COLLEGE
at STEPHEN LEONARD YOUTH CENTER
MERCED COLLEGE
WELCOME TO THE
STEPHEN LEONARD YOUTH CENTER
– HOURS –
MONDAY – FRIDAY
1:00 PM - 8:00 PM
SATURDAY – SUNDAY
1:00 AM - 3:00 PM
PROGRAMS OFFERED
MERCED COLLEGE


MERCED
COLLEGE
MERCED
COLLEGE


MERCED
COLLEGE
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Appendix B:

Merced College Leadership Organizational Chart

MERCED COLLEGE

Office of the Superintendent/President
Organizational Chart

Board of Trustees


Mario Mendoza
Area 1


Ernie Ochoa
Area 2


Carmen Ramirez
Area 3


Sue Chappell
Area 4


Joe Gutierrez
Area 5


Kory Benson
Area 6


John Pedrozo
Area 7


Dr. Chris Vitelli
Superintendent/President


Kim Patterson
Office Assistant (Reception Desk)


Krystal Pollinger
Executive Assistant


Samantha Maraspini
Administrative Assistant (Confidential)


Joe Allison
Assistant Superintendent/
Vice President of
Administrative Services


Dr. Mike McCandless
Assistant Superintendent/
Vice President of
Student Services


Dr. Dee Sigismond
Acting Assistant Superintendent/
Vice President of
Instruction


Kelly Avila
Vice President of
Human Resources


Arlis Bortner
Vice President of
Information
Technology Services


Jill Cunningham
Vice President of
External Relations

Appendix C:

Survey Proposal/True North

Community Survey

Proposal & Letter of Agreement

Prepared for

Merced College







December 2025

TrueNorth Research
1592 N Coast Highway 101
Encinitas CA 92024
760.632.9900 www.tn-research.com

Research Proposal

True North Research, Inc. (True North) is pleased to be Merced College's (College) research partner for the upcoming community survey. Our conversations to date, as well as our past experience conducting research for the College, have been quite helpful to our understanding of your objectives and needs with respect to the proposed research. We have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail—or if other issues have arisen that should be factored into the study—please feel free to contact us (760.632.9900) and we'll be happy to revise this estimate.

BACKGROUND Since 1962, Merced College has empowered students through education and workforce training. The College's offerings include robust degree and certificate programs, fast-track career and technical education programs, accelerated curriculum, high profile transfer opportunities, and nationally-recognized workforce development and training programs. With campuses in Merced and Los Banos, Merced College serves more than 18,600 students on an annual basis.

As part of its vision to better serve the educational needs of all communities in its jurisdiction, Merced College is considering establishing a new Educational Center in South Merced that would increase residents' access to a variety of courses and programs, including non-credit courses and certificated workforce programs. The primary purpose of the proposed survey is to gauge community interest in the proposed Center, as well as the types of classes and programs that could be offered, to help align the Center's offerings with community needs.

SCOPE OF WORK The scope of services that True North will perform for the College includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the College to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified random sample of residents in the study area (ZIP Code 95341).
- Develop a draft questionnaire for the College's review and make revisions as needed until all parties approve of the instrument. Estimated length is 12-15 minutes.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the survey into Spanish.
- Web program the finalized survey instrument to allow respondents to participate online at a secure, password-protected survey site.
- CATI (Computer Assisted Telephone Interviewing) program the same survey instrument to ensure accurate and reliable data collection for respondents who prefer to participate by telephone.
- Recruit voters to participate in the survey using a combination of email, text, and telephone calls.
- Complete *at least* 250 quality interviews according to the sampling plan and a strict interviewing protocol. If we are able to deliver more than 250 interviews, all additional interviews will be provided to the College at no additional cost.

- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as graphics showing how the answers varied by subgroups of residents. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Prepare an electronic copy of the final report to allow the College to reproduce the report as needed.
- Prepare a Powerpoint summary of the survey findings and present the results to the College via Zoom, MSTeams, or similar remote platform.
- Be available to consult with the College and answer questions after the survey is complete.

COSTS True North's fixed-fee cost estimate to design and conduct the survey as described in this proposal is $26,500. This cost is inclusive—there will be no additional charges associated with the study.

TIME LINE True North will work with Merced College to develop a project schedule and time line that meets the College's needs. In general, we recommend allowing eight (8) weeks from project initiation to the delivery of the full report, although we can accelerate this schedule if needed.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the opinions, perceptions, priorities and behaviors of their constituents and residents. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas including performance measurement, planning, budgeting, passing revenue measures, and developing effective public engagement/communications strategies. To date, True North has designed and conducted more than 1,500 statistically reliable surveys for public agencies, including more than 400 surveys for community colleges and K-12 districts in California.

In addition to recent research for Merced College, we have assisted a range of higher education clients with their survey research needs, including College of the Desert, Gavilan College, Grossmont-Cuyamaca Community College District, Long Beach City College, MiraCosta College, Monterey Peninsula College, Pasadena City College, Rancho Santiago Community College District, San Bernardino Community College District, Santa Barbara City College, Yosemite Community College District, Soka University, California State University Sacramento, and UCLA.

PROJECT MANAGER True North's President (Timothy McLarney, Ph.D.) will serve as the Project Manager for the proposed survey. He will be the College's day-to-day contact for all matters related to the study and will lead all design, analysis, reporting, and presentation tasks. Approximately 75% of the research tasks will be performed directly by Dr. McLarney.

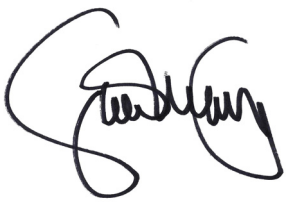
Dr. McLarney has more than 25 years of experience in survey methodology, statistics, public opinion analysis, and providing data-driven strategic advice to public agencies. His work to date has provided California school districts, colleges, universities, cities, counties, special jurisdictions, transportation planning agencies, councils of government, and political campaigns with research to address their often complex marketing, planning, performance measurement, and tax measure needs. During his career, Dr. McLarney has occupied a lead role in over 1,500 research studies.

Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His research has been published in peer-reviewed journals and has earned him honors including the Sage Fellowship (Cornell University), Mellon Fellowship (Cornell University, and the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases. Dr. McLarney earned his Ph.D. and M.A. in Government from Cornell University with an emphasis in survey methodology, sampling theory, data science, and public opinion analysis, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

Letter of Agreement

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and Merced College for the services described previously. In fulfillment of this agreement, True North will perform the services described in the *Scope of Work* on page 1. True North will invoice the full amount of the contract upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,



Timothy McLarney, Ph.D.
President
True North Research
1592 N Coast Highway 101
Encinitas CA 92024

Agreed to and accepted by:

Kelly Avila
Vice President, Human Resources
Merced Community College District
3600 M Street
Merced, California 95348

BUSINESS TERMS Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees — Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

Notices — Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

Confidentiality — True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

Acting as Agent — In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.

Merger	The merger or consolidation of the client into or with any other entity shall not terminate or otherwise modify this Agreement.
Ownership of Materials	In producing finished products, it is expressly understood that ownership of all materials purchased by True North Research to complete the materials to be produced passes to its clients at the time of purchase and prior to any use by True North Research.
Independent Contractor	This Agreement shall not render True North Research an employee, partner, agent of, or joint venturer for the client for federal, state or local tax purposes, or for any other purpose.
Amendment Provision	This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of California, and may be amended only in writing signed by both parties.
Successors	Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.
Termination	The contract may be terminated by mutual consent of both parties, or by 10 days notice by either party. If the agreement is terminated, True North Research will bill the client for all work completed to date (including subcontractors' work).
Attorneys' Fees	Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.
Governing Law	Any agreement between True North and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted in the Municipal or Superior Court of the County of San Diego.

Appendix D:

Senator Alex Padilla FY27 Transportation, Housing, and Urban Development Congressionally Directed Spending Request

Senator Padilla FY27 Transportation, Housing, and Urban Development Congressionally Directed Spending Form (South Merced)

Name & Contact Info	Mailing Address	Permanent Address
Xavier Warren Mobile: 4342281077 xwarren@congressionalpartners.com	200 Massachusetts Avenue NW Floor 7 Washington DC 20001	200 Massachusetts Avenue NW Floor 7 Washington DC 20001

Section 1. Requestor Information

1. **Requesting Entity**

   Merced Community College District

2. **Requesting Individual(s)**

   Alfredo Mendoza, Director of Grants Development

3. **Priority Number: #X of Y**
   Multiple requests from the same entity must be ranked in priority order across all appropriations bills.

   1

4. **Project Name**

   South Merced Education and Workforce Development Center

5. **Grantee Legal Name**

   Merced Community College District

6. **Requesting Entity Address**

   3600 M Street
   Merced, CA 95348

7. **Employer Identification Number (EIN)**

   77-0362218

8. **Grantee Point of Contact - Name**

   Alfredo Mendoza, Director of Grants Development

9. **Grantee Point of Contact - Phone**

   209-381-6578

10. **Grantee Point of Contact - Email**

    alfredo.mendoza@mccd.edu

11. **Which Sen. Padilla State Field Office does this project request fall under?**

    Fresno Office

12. **Which county is this project located in?**

    Merced

Section 2. Project Information

1. Within which account in the Transportation, Housing, and Urban Development bill are you applying for funding?

Community Development Fund for Economic Development Initiatives (EDI)

2. Amount Requested

$1,500,000

3. Total Project Cost

$

4. What percentage of the project will this funding cover?

100% of facilities activation costs

5. Brief Summary of Project

Located at Stephen Leonard Park in South Merced, this project will create a community-centered education and workforce development hub that brings college access, job training, support services and community enrichment initiatives directly into a high-need neighborhood. The investment will strengthen workforce readiness, reduce access barriers, and support long-term economic mobility for residents of South Merced and the surrounding region.

6. Description of Project

The South Merced Education and Workforce Development Center is a proposed project that would establish a permanent, community-embedded education and workforce access site at the currently vacant building at Stephen Leonard Park, located in one of Merced's most economically distressed and historically underserved neighborhoods. In partnership with the City of Merced, the project would repurpose an existing public facility within the park into a functional, technology-enabled space designed to bring college access, workforce training, and student support services directly into the community.

The purpose of the project is to reduce long-standing barriers to higher education and workforce participation for South Merced residents by providing a welcoming, accessible environment equipped for learning, advising, and career development. Residents in this area face challenges related to transportation, income instability, limited access to postsecondary education, and workforce displacement. Locating educational infrastructure within the neighborhood would expand access and create a consistent point of connection to college and workforce pathways.

If funded, the Center would include flexible instructional and community-use spaces furnished with tables, study pods, and projection equipment to support workshops, short-term training, group instruction, and community meetings. Dedicated office space would allow for on-site academic advising, enrollment assistance, career counseling, and coordination with workforce and community partners. The facility would be equipped with laptop carts, laptops, wireless internet, and instructional technology to ensure residents have access to the digital tools required for education, training, and job search activities.

In addition to education and workforce programming, the Center would integrate basic needs support and resource navigation, recognizing that economic stability is foundational to student success. The space would allow for connection to food assistance, technology access, referrals to housing or social services, and other wraparound supports that reduce barriers to persistence and participation.

The proposed project would serve residents of South Merced and surrounding neighborhoods, with a focus on low- and moderate-income individuals, first-generation college students, adult learners, and individuals seeking workforce re-entry or skill development. Once operational, the Center's capacity will serve hundreds of students and their families annually through a combination of scheduled programming, open-access study and technology use, and community-based outreach activities, including College for Kids – an enrichment program for youth ideally suited for the facility's setting in Stephen Leonard Park adjacent to Margaret Sheehy Elementary School.

Project success would be measured through participation and utilization data; engagement in community, education and workforce programming; transitions into college or training pathways; and continued use of advising, technology, and support services. Longer-term indicators may include credential attainment, employment outcomes, and persistence in education or training, depending on the services and programs implemented.

Federal funding in the amount of $1.5 million would support the planning, adaptive reuse, and activation of the existing facility. Eligible uses include interior improvements, furnishings, instructional and office equipment, technology infrastructure, laptops and related devices, and initial program startup costs. Leveraging an existing public facility allows federal investment to be used efficiently while laying the foundation for sustained community impact.

1. **Detailed budget breakdown of how the requested federal funding will be spent (i.e., $ -x- for salaries; $ -x- for programming; $ -x- for equipment; etc.).** Please be specific when describing the activities and expenditures. The most

common issue in determining if a project is eligible for funding is a lack of specific information on what the funding will be used for.

Category	Description / Line Items	Amount ($)
Facility Furnishings & Learning Environment	Modular tables/chairs; study pods; soft seating; ADA furniture; whiteboards; storage; reception; conference furnishings; outdoor furnishings	375000
Instructional & Presentation Technology	Projectors; interactive displays; monitors; audio systems; document cameras; presentation carts; video conferencing equipment	250000
IT Infrastructure & Connectivity	Enterprise Wi-Fi; switches; cabling; servers; cybersecurity; backup power; network monitoring	275000
Laptops, Devices & Technology Access	Laptop carts; student laptops; staff devices; tablets; printers/scanners; peripherals; software licenses	300000
Offices, Advising & Workforce Support Equipment	Office furniture; filing systems; phone/VoIP; intake kiosks; privacy and sound equipment; collaboration tools	125000
Basic Needs & Student Support Infrastructure	Food storage; shelving; technology lockers; hygiene fixtures; digital signage; case management software	125000
Installation, Setup & Initial Activation	Installation; configuration; delivery; assembly; staff training; warranties	50000
TOTAL		**1500000**

All requested funds are one-time, allowable costs directly tied to project implementation and activation. The budget prioritizes efficiency through adaptive reuse of an existing public facility while ensuring the Center is fully equipped to deliver education, workforce, and student support services to South Merced residents.

2. The status of planning and environmental review work.

   Preliminary space assessments and planning concepts have been developed to inform scope and feasibility. The College has also launched a needs assessment survey of community members in South Merced gauge the specific, programmatic-level interests of the community. That survey will be conducted in January 2026. As this is an existing City of Merced facility that has recently undergone renovation to support new programs, we do not anticipate the need for environmental review.

7. Has the organization or any potential sub-grantees been subject to sanction or litigation by State, Local, or Federal governments in the past five years? If so, please provide details.

No

7.1 Provide details on litigation/sanctions

N/A

8. Project Website

Section 3. Support and Funding History

1. **Is this project being submitted to any other Offices?**

2. **Is this project being submitted to your member(s) in the House of Representatives?**

No

2.1 If yes, which member(s)?

N/A

3. Letters or Resolutions Submitted in Support of Project

At the end of the application you will be asked to submit PDF versions of at least two (and up to five) letters or resolutions of support from a local and regional elected official or government entity representing the area where the project is located. Please write out the names of each individual or entity here. This should only be the names of the individuals and entities whose letters are directly uploaded through this portal.

For letters, please provide the title and name of the individual who authored and signed the letter.
For resolutions, please provide the governing body or organization which passed the resolution.

Please format as: State Senator Jane Doe, Cityville Mayor John Doe, Los Angeles County Supervisor Jane Doe, City of Cityville Council Resolution, etc.

4. List Any Other Elected Officials, Government Entities, or (Non-Government) Organizations Partnering in or supporting the project. This should only include individuals or entities that are NOT captured in the previous question about letters and resolutions of support. Please format as: State Senator Jane Doe, City of Cityville, Community Organization, etc.

5. Has this project previously been submitted by Senator Padilla or another member of congress to the Appropriations Committee?

No

5.1 Please specify which member(s) submitted the project and in which fiscal years
Ex. Padilla - FY 23. Padilla, Feinstein - FY 22.

6. Has this project previously been awarded funds through Congressionally Directed Spending?

No

6.1 Describe previous funding and why project is requesting Congressionally Directed Spending again? Please include the amount of funding, fiscal year funding was awarded, and which member(s) of congress submitted the project.

N/A

Section 4. Transportation, Housing, and Urban Development Specific Questions

This section has specific questions that you must answer based on the account within in the THUD Bill you are applying for (this is the account you selected in Question 1 of the Project Information Section). **For questions about other accounts please put N/A or select No.**

---

1. Economic Development Initiatives (EDIs) - National Objectives

For EDI requests you **MUST** include relevant data on how activities or projects address at least one of the three National Objectives of the broader CDBG program. HUD defines the national objectives of CBDG as:

- Benefiting low- and moderate-income persons or communities;
- Preventing or eliminating slums or blight; or
- Addressing community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available. **Please use data from HUD as much as possible to justify your project's eligibility.** If you are justifying the project's benefits to low- and moderate-income (LMI) persons or communities, please review this HUD resource: https://www.hudexchange.info/programs/cdbg/cdbg-low-moderate-income-data/

Use the "Map Application" tool to provide the necessary data points demonstrating the LMI benefit:
https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd

Merced College and Merced County have the following designations:

- Hispanic-Serving Institution
- Economically distressed by the Economic Development Administration,
- Medically Underserved Area by the Health Resources and Services Administration,
- Rural by the Health Resources and Services Administration
- Rural by the Department of Agriculture.

Therefore, the individuals to benefit from this project are medically underserved and live in a rural area with significant economic challenges.

2. Highways (HIP) or Transit (TIG) - STIP or TIP ID Number

Provide the STIP or TIP ID number for the project (if the project is already on a STIP or TIP).
If your project is not on the STIP or TIP, you may alternatively provide a letter from Caltrans confirming that: (1) the project is eligible for Federal-aid highway funding under title 23, United States Code; (2) Caltrans is willing to carry out the project if funding is enacted; and (3) Caltrans will include the project on the STIP or TIP once funding for the project is enacted.

N/A

3. **Highways (HIP) or Transit (TIG) - STIP or TIP - Website URL** Provide the URL directly to the STIP or TIP that includes this project.

   N/A

4. **Transit (TIG) - Provide the name of the transit agency recipient or subrecipient**

   N/A

5. **Airports (AIP) and FAA Facilities and Equipment (F&E) - NPIAS code for the airport**

   N/A

6. **Airports (AIP) and FAA Facilities and Equipment (F&E) - Does project meet federal cost share requirements?** For large and medium primary hub airports, funding can cover 75 percent of eligible costs (or 80 percent for noise program implementation).
   For small primary, reliever, and general aviation airports, funding can cover a range of 90-95 percent of eligible costs, based on statutory requirements.

   No

Section 5. Contact Information

1. **Best Point of Contact Name**
   The individual in California or Washington representative and/or firm, if applicable, that Senator Padilla's staff can contact with questions about this project application.

   Alfredo Mendoza

2. **Best Point of Contact Affiliation**

   Director of Grants Development

3. **Best Point of Contact Office Phone Number**

   209-381-6578

4. **Best Point of Contact Out of Office/Mobile Phone**

   209-658-8997

5. **Best Point of Contact Email**

   alfredo.mendoza@mccd.edu

Appendix E:

Staffing Framework for Merced College South Merced Center

Staffing Framework and Annual Investment Summary

I. Proposed Staffing Model (High-Level Overview)

Merced College envisions a structured staffing model designed to ensure effective site management, high-quality student support, community engagement, and operational accountability. The draft framework (below) emphasizes leadership oversight, direct service delivery, enrollment growth, financial aid access, safety, and consistent daily operations. This framework is currently conceptual in nature and, in application, will support the findings of the community interest survey.

Proposed Staffing Framework

Manager of Outreach (1.0 FTE – Management)
Student Support Coordinator (1.0 FTE)
Enrollment and Retention Specialist (1.0 FTE – Classified)
Financial Aid Classified Professional (1.0 FTE – Classified)
Part-Time Counselor (0.5 FTE)
Student Services Assistant (1.0 FTE – Classified)
Security Guard (1.0 FTE)
Student Workers (2 Part-Time)

II. Estimated Annual Staffing Investment

Position	Est. Salary	Est. Benefits	Total Annual Cost
Manager of Outreach	$130,000	$55,000	$185,000
Student Support Coordinator	$85,000	$40,000	$125,000
Enrollment & Retention Specialist	$80,000	$38,000	$118,000
Financial Aid Professional	$75,000	$36,000	$111,000
Part-Time Counselor (0.5 FTE)	$65,000	$25,000	$90,000
Student Services Assistant	$60,000	$32,000	$92,000
Security Guard	$55,000	$25,000	$80,000
Student Workers (2 PT)	$30,000	—	$30,000

III. Total Estimated Annual Investment

The total estimated annual institutional investment for operation of the Stephen Leonard Youth Center is approximately $950,000 per year. This investment reflects Merced College's commitment to establishing a stable, professionally managed, and community-centered education and workforce presence in South Merced, aligned with the College's Educational Master Plan and the City of Merced's priorities.

Appendix F

2025-26 Merced College Final Budget Board of Trustees Presentation

Merced Community College District
2025-26 Final Budget
Board of Trustees Meeting
September 9, 2025

Presented by:

Joe Allison, Vice President of Administrative Services

Andre Urquidez, Director of Business & Fiscal Services

CONTENT



2024-25 Year-End Closing



2025-26 Final Budget

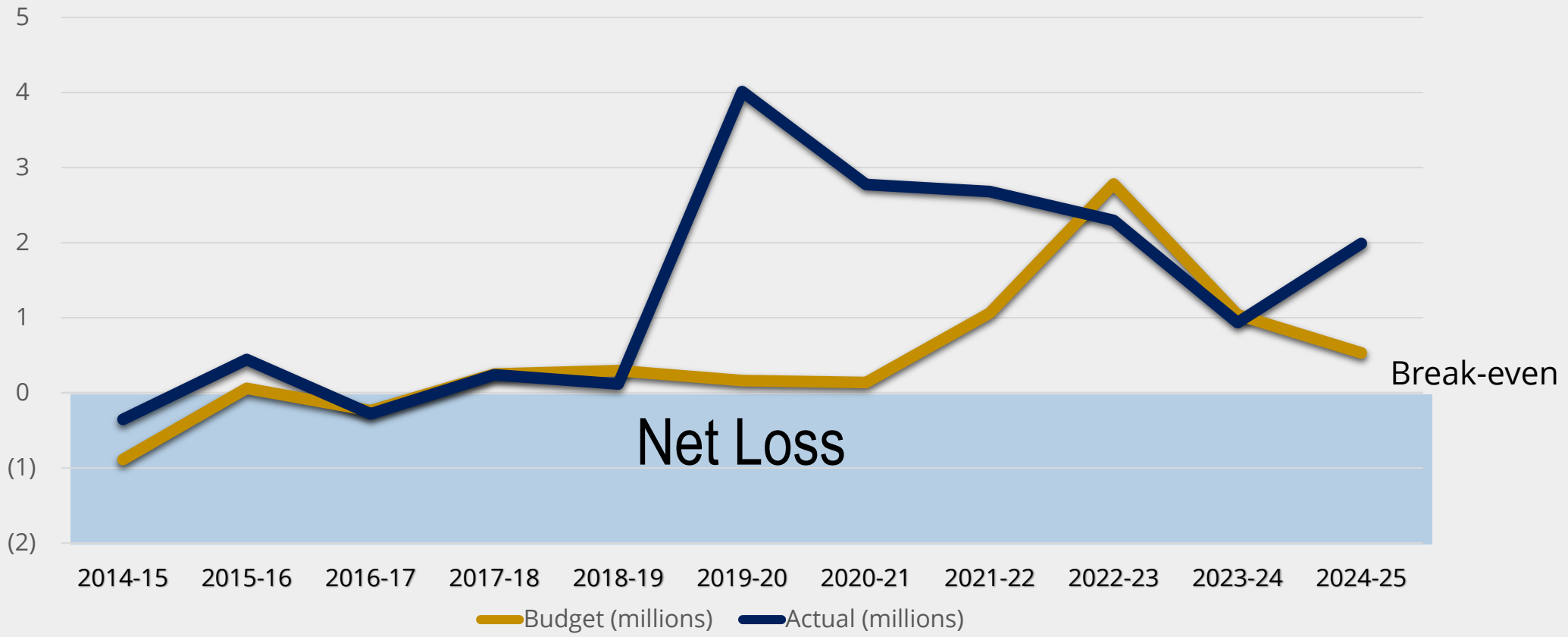


Questions?

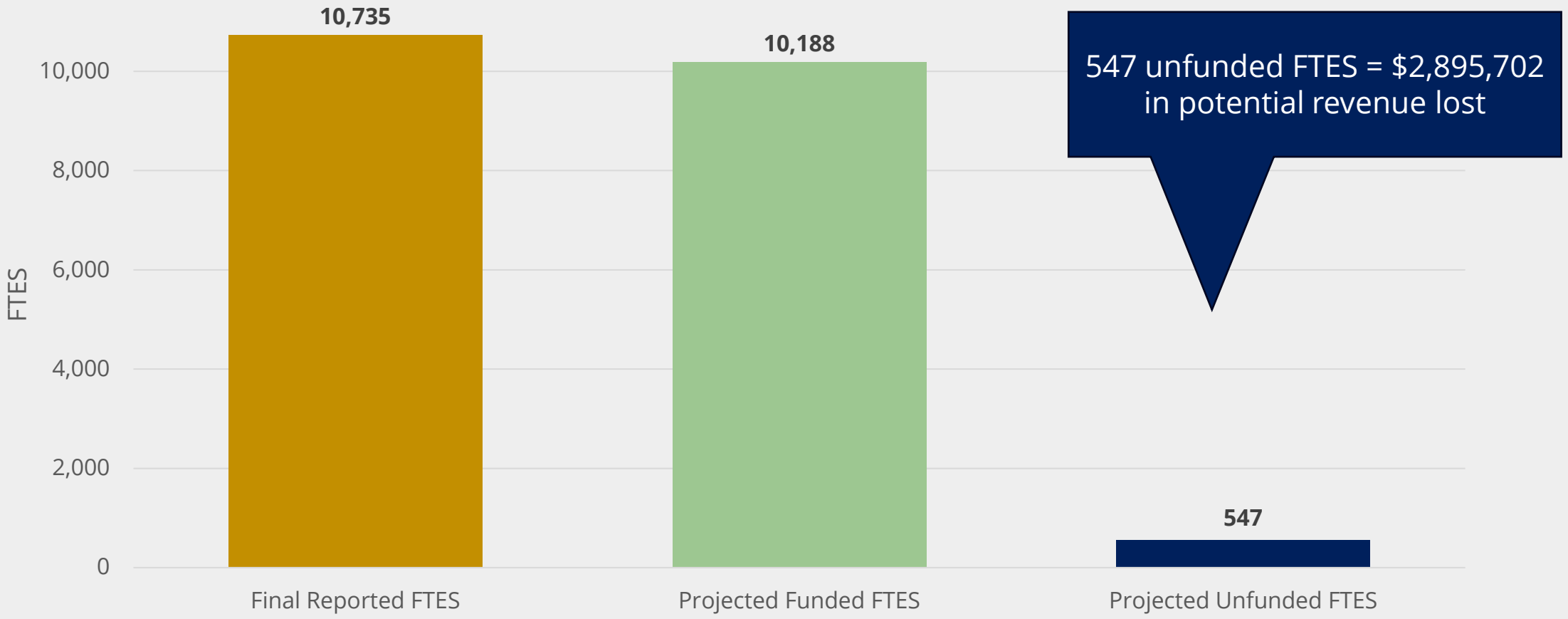
2024-25 Actuals

- Another year of positive net income:
  - Adopted Budget Estimate: $532,680
  - 3rd Quarter Projections: $1,564,067
  - Actual Year-End Close: $1,987,572
- Fund Balance $18,674,604 or 18.06% of expenditures
- **Projected Total Computational Revenue (TCR) of $97M becomes our new Student-Centered Funding Formula (SCFF) Hold Harmless funding level**

Net Income Budget to Actual



2024-25 FTES Year-End Summary

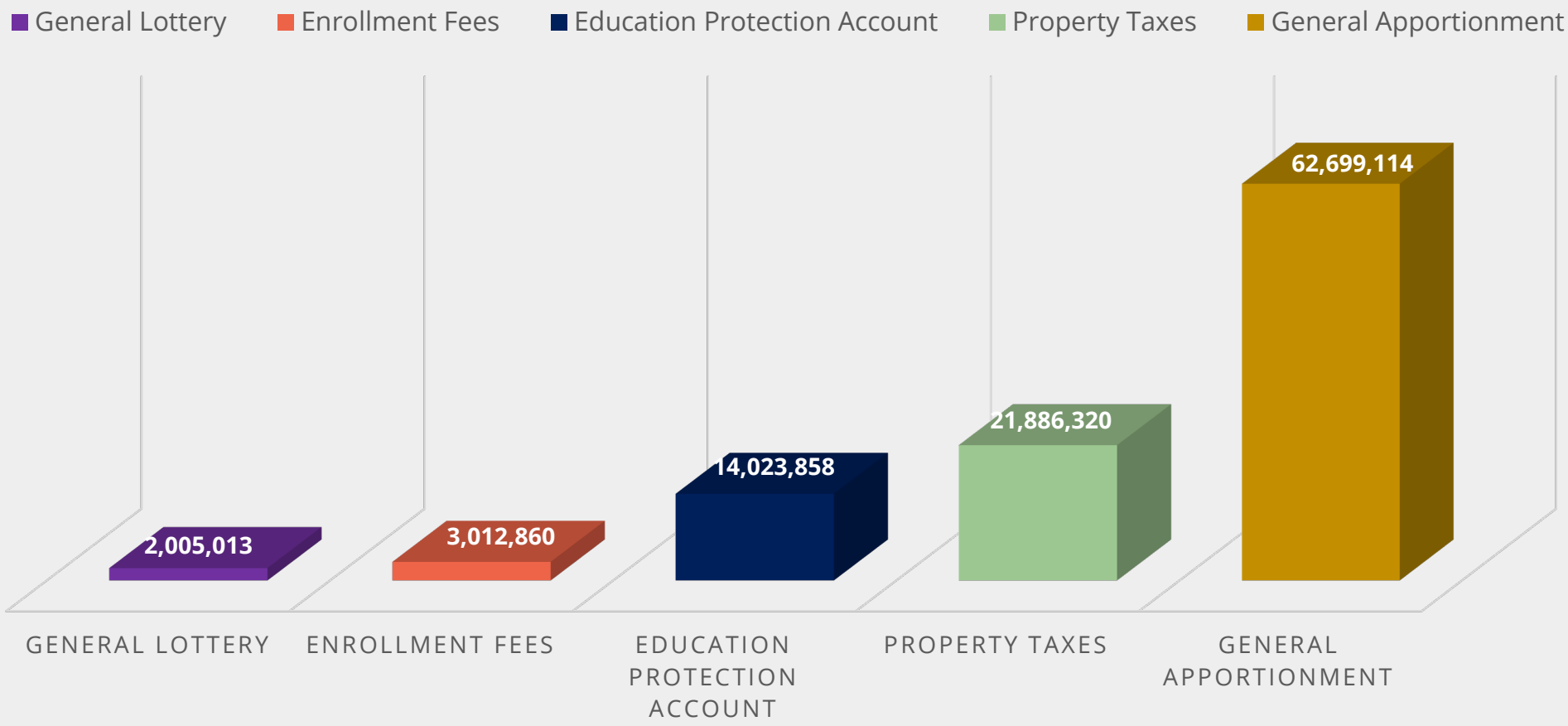


2025-26 Final Budget Presentation

Final Budget Revenue Assumptions

- Under the Student Centered Funding Formula (SCFF), the State's Total Computational Revenue (TCR) for the District is projected at $103 million.
- A deficit factor of 1.5% or $1.5M is included.
- Cost of Living Adjustment (COLA) of 2.3% is included.
- Education Protection Account (EPA) funding is projected at $14M.
- Nonresident fee increased from $305 to $320 per unit.

Major Funding Categories



Employee Retention Credit (ERC)

Merced College received a Federal Employee Retention Credit (ERC) as part of the CARES Act (2020) for retaining employees during the COVID-19 pandemic. Our District Auditors filed for the credit on our behalf.

ERC Tax Credit	$6.7M
Filing Fee	($740K)
Total Net ERC	$6M

These funds are included as part of the $15.4M set-aside contribution towards the Music-Art-Theater Complex

Final Budget Revenue Projections

	2023-24 Actual	2024-25 Actual	2025-26 Final
Federal	$ 28,275	$ 34,615	$ 6,075,567
State	$ 72,887,861	$ 78,595,575	$ 80,928,155
Local	$ 25,300,194	$ 25,979,819	$ 28,047,785
Other/Transfers In	$ 555,141	$ 752,195	$ 1,082,782
Total Revenue	**$ 98,771,471**	**$105,362,204**	**$ 116,134,290**

Final Budget Expenditure Assumptions

- The District expects to be in compliance with Fall 2025 Full-Time Faculty Obligation Number (FON) of 182.7 FTEF.
- Adjustments for step/column and longevity increases: $1.1M
- Vacation payouts to classified and management employees who separate from the District are included at $195k
- Medical - Benefit rates for active employees increased by 11% or $1.4M; SISC medical benefit rates for retirees increased by $261k
- Retirement- STRS contribution rate remained the same as 2024-25 at 19.10%; PERS contribution rate decreased from 27.05% to 26.81%
- Projects salary & benefit of savings of $3.75M

Final Budget Expenditure Assumptions cont.

- Lifecycle Technology funding of $300k – replacement of District technology equipment
- Provides $200k in contingency funding for unanticipated costs that arise during the fiscal year
- Includes funding for budget and staffing augmentations, and one-time resource allocation items
- Other Outgo/Transfers Out for 2024-25 and 2025-26 includes General Fund contributions to the Music-Arts-Theater capital project:
  - 2024-25 - $8.3M
  - 2025-26 - $7.1M (includes $6M from ERC)

Final Budget Expenditure Assumptions Cont.

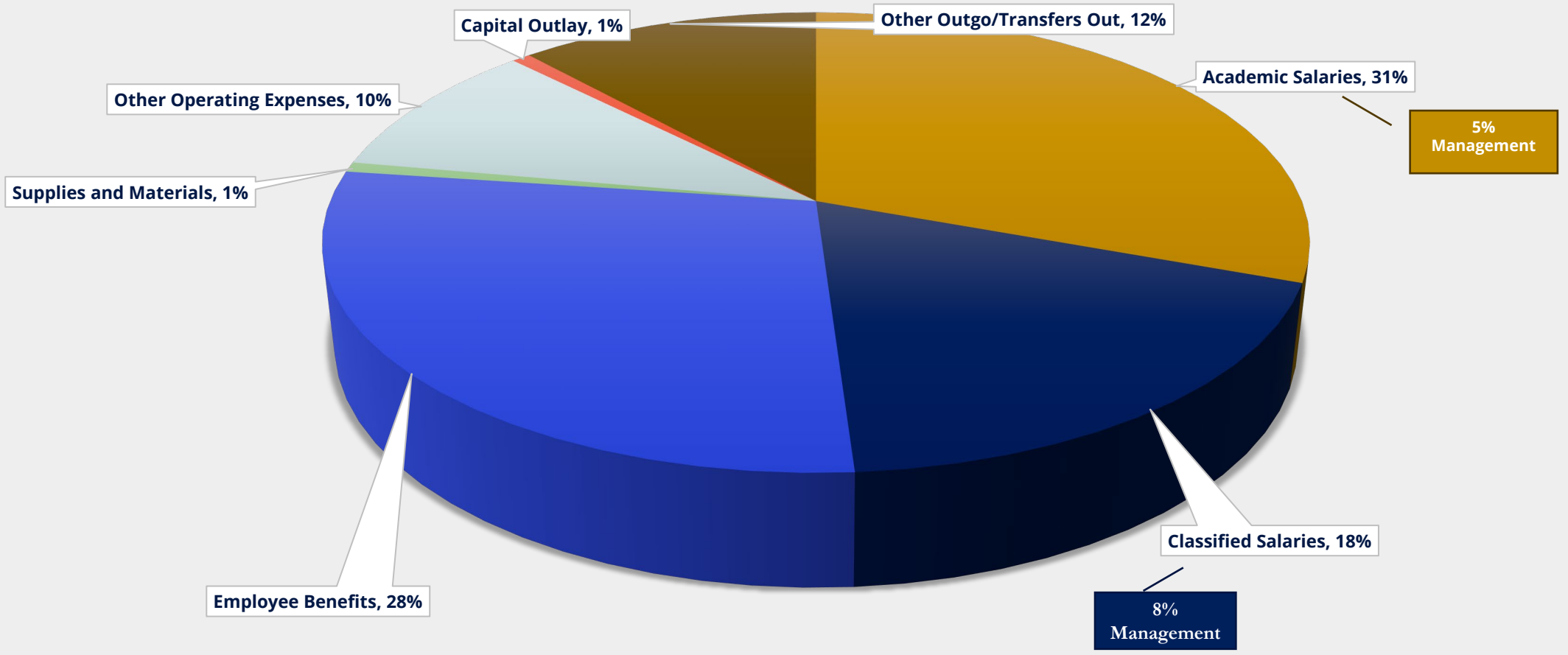
Additional Staffing Positions

Accounting Technician II – Student Fees	Human Resource Technician – Human Resources
Administrative Assistant II – Enterprise & Academic Partnerships	Laboratory Technician (Part-time) – Rising Scholars
Administrative Assistant II (Part-time to Full-time) – Facilities	Laboratory Technician (Part-time) – Science
Event and Program Specialist – Events & Operations	Student Support Coordinator – Student Services
Experiential Vehicle & Welcome Center Manager – Student Services	Trade Specialist - Maintenance
Grounds Coordinator – Grounds Operations	Warehouse Delivery Technician (Part-time to Full-time) – Purchasing

Final Budget Expenditure Projections

	2023-24 Actual	2024-25 Actual	2025-26 Final
Academic Salaries	$ 30,983,057	$ 32,716,248	$ 34,877,678
Classified Salaries	16,925,729	18,753,621	20,904,544
Employee Benefits	28,000,702	29,267,480	32,148,009
Supplies and Materials	721,559	827,539	796,597
Other Operating Expenses	8,238,197	8,107,205	11,083,298
Capital Outlay	987,113	788,852	819,705
Other Outgo/Transfers Out	11,978,988	12,913,686	13,316,786
Total Expenditures	**$97,835,344**	**$103,374,631**	**$113,946,617**

2025-26 Expenditure Budget



Net Income / Fund Balance

	2023-24 Actual	2024-25 Actual	2025-26 Final
Net Income (Loss)	$ 936,127	$ 1,987,572	$ 2,187,673
Beginning Balance	$ 15,750,905	$ 16,687,032	$ 18,674,604
Prior Year Adjustments	-	-	-
Adjusted Beginning Balance	$ 15,750,905	$ 16,687,032	$ 18,674,604
Ending Balance	$ 16,687,032	$ 18,674,604	$ 20,862,277
Percentage Of Expenditures	17.06%	18.06%	18.31%

Final Budget Reserve Assumptions

- Provides a Board Reserve of 16.67% of anticipated expenditures $18,994,901
- 2024-25 ending balance: $18,674,604 or 18.06%
- Projected 2025-26 net income of $2,187,673 resulting in an ending balance of $20,862,277 or 18.31%
- Also included in the Fund Balance Reserves are carryover amounts for encumbrances and instructional material fees.

Major Components of Projected 2025-26 Ending Balance

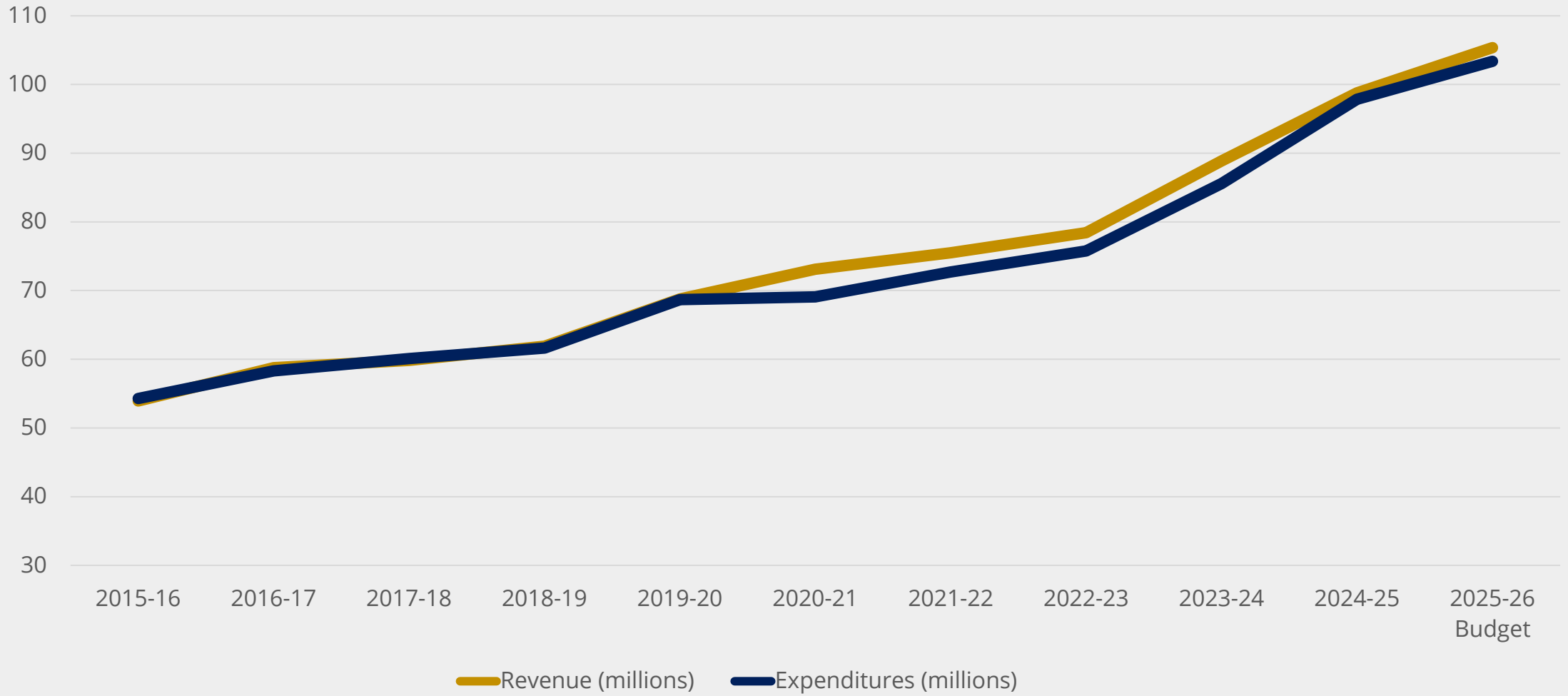
Reserve for Contingency @ 16.67%	$ 18,994,901
Set Aside for Additional Reserve/Carryover	1,867,376
Projected 2025-26 Ending Balance	$ 20,862,277

Planning for Capital Projects

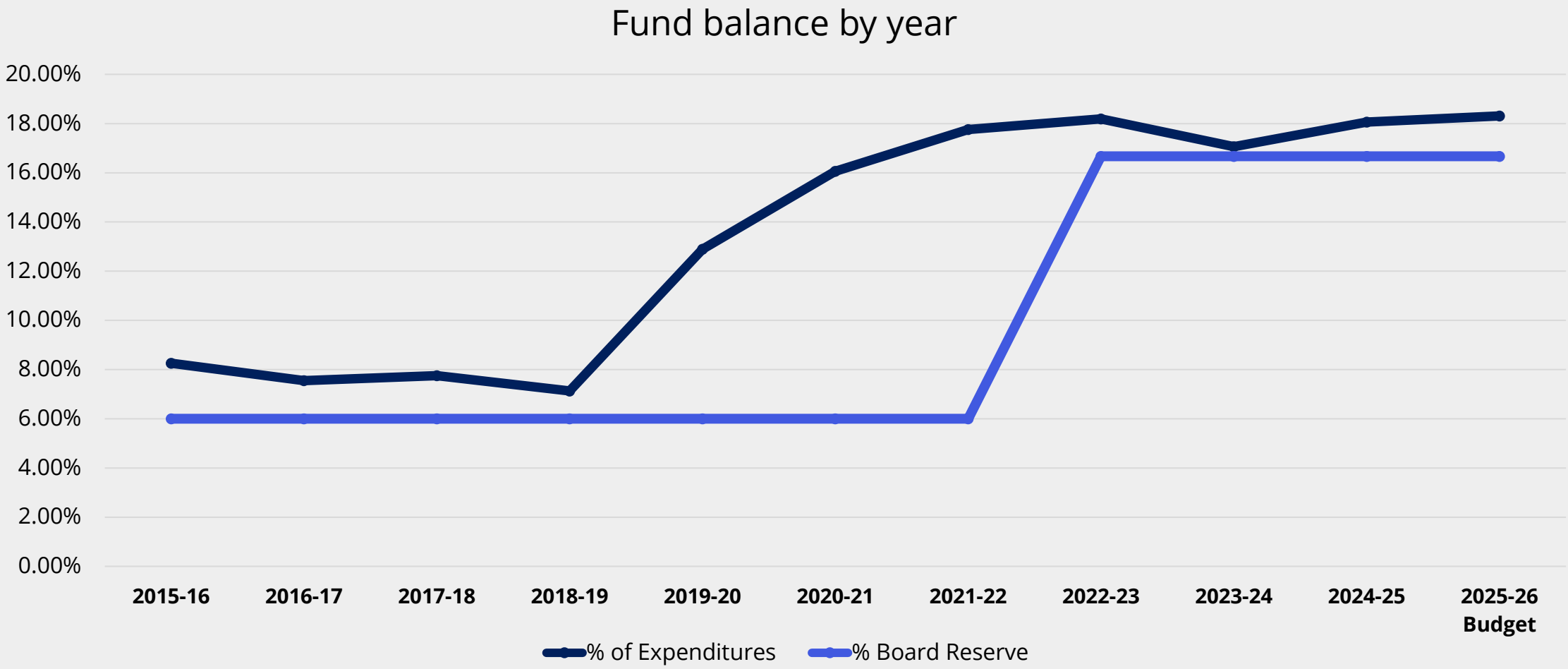
Music-Arts-Theater Complex	
• Total Project Cost	$48M
• Total District Portion	$24M
• Less: **District set aside in Capital Projects**	**($16M)**
• **Total funding needed**	**$8M**
Gym-Pool Complex*	
• Total Project Cost	$51M
• Total District Portion	$15M
• Less: District set aside in Capital Projects	$0
• **Total funding needed**	**$15M**
Total District Funding Needed	**$23M**

*Contingent on approval of state funding

Multi-Year Revenue/Expenditures



Fund Balance Comparison





Appendix G

Community Partner Letters of Support

Central Valley
Opportunity Fund
A Central Valley Community Foundation Fund

February 19, 2026
Central Valley Opportunity Fund
725 W 18th Street
Merced, CA 95340

Re: Support for Merced College – Stephen Leonard Youth Center RFI Submission

Dear City of Merced Review Committee and Council Members,

On behalf of the Central Valley Opportunity Fund**,** I am pleased to express our strong support for Merced College's proposal to activate and operate programming at the Stephen Leonard Youth Center in South Merced. The Central Valley Opportunity Fund prioritizes investments in youth development, with a focus on expanding educational access, strengthening career readiness, and creating clear pathways to long-term economic mobility for young people in our community.

Merced College's proposed South Merced Education and Workforce Center represents a thoughtful and forward-looking investment in youth and families. By providing on-site enrollment assistance, academic counseling, financial aid guidance, workforce training, and instructional programming, the College is positioning young people to successfully transition from education into meaningful career opportunities.

Establishing a sustained Merced College presence at Stephen Leonard Park will meaningfully expand access to higher education and workforce pathways for youth and young adults while reducing the practical and informational barriers that often limit opportunity. It will strengthen alignment between youth development, academic achievement, and workforce preparation, creating a seamless pathway from aspiration to attainment. Just as importantly, it will serve as a trusted and welcoming community hub where young people and families can access critical resources close to home.

This initiative strongly aligns with the Central Valley Opportunity Fund's commitment to supporting programs that equip youth with the guidance, skills, and structured support needed to thrive academically and economically. Merced College has demonstrated a longstanding commitment to equity, student success, and authentic community engagement. We are confident in the College's capacity to steward this space in partnership with the City and local stakeholders in a manner that is both responsive and impactful.

We respectfully encourage the City of Merced to support Merced College's proposal and to recognize the meaningful, long-term impact this investment will have on the youth and families of South Merced.

If selected, the Central Valley Opportunity Fund looks forward to continued collaboration to ensure this space serves as a dynamic, youth-centered resource that advances opportunity for the next generation.

Sincerely,
Kim Garner
Director of Philanthropic Initiatives
Central Valley Opportunity Fund

Docusign Envelope ID: 919D934A-E6E1-4419-B446-B49F1DFD66F9

NAACP
Merced County Branch

February 19, 2026
NAACP Merced County Branch
PO BOX 1107, Merced, CA 95341

Re: Support for Merced College – Stephen Leonard Youth Center RFI Submission

Dear City of Merced Review Committee and Council Members,

On behalf of NAACP Merced County Branch, I am writing to express our strong support for Merced College's proposal to activate and operate programming at the Stephen Leonard Youth Center in South Merced. Our organization is deeply committed to strengthening opportunity, access, and community advancement within South Merced. We recognize the importance of increasing access to higher education, workforce training, and student support services in neighborhoods where barriers to educational attainment and economic mobility persist.

Merced College's proposed South Merced Education and Workforce Center represents a thoughtful and strategic investment in the community. The plan to provide on-site enrollment assistance, academic counseling, financial aid support, workforce training, and instructional programming aligns with the needs of families, youth, adult learners, and working residents in the area.

We believe that establishing a sustained Merced College presence at Stephen Leonard Park will:

- Expand access to higher education and career pathways.
- Reduce logistical and informational barriers for local residents.
- Strengthen connections between education, workforce development, and community services.
- Create a trusted and welcoming hub for families in South Merced.

Merced College has demonstrated a longstanding commitment to equity, community engagement, and student success. We are confident that the College has the experience, infrastructure, and institutional capacity to successfully operate the Youth Center in partnership with the City and community stakeholders.

We respectfully encourage the City of Merced to support Merced College's proposal and to consider the significant long-term impact this initiative will have on South Merced residents.

If selected, NAACP Merced County Branch looks forward to continued collaboration to ensure this space serves as a dynamic, community-centered resource.

Sincerely, DocuSigned by: Allen Brooks 736AD02D6FF94ED...

President Allen Brooks / NAACP Merced County Branch
209-883-6226
Mercednaacp1047@gmail.com

LEASE AGREEMENT

THIS LEASE AGREEMENT made effective this _____ day of _____ 2026, by and between the City of Merced, a California Charter Municipal Corporation ("Lessor"), and the Merced Community College District ("Lessee").

WHEREAS, the Lessor is the owner of the Stephen Leonard Youth Center Building, located at 640 T Street in the City of Merced, County of Merced, State of California, containing approximately 4,300 square feet of building area (the "Facility"), described more fully in Exhibit A; and,

WHEREAS, the Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein the Facility, together with all improvements thereon and appurtenances thereto, and subject to the conditions set forth below, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS

A. Building. "Building" is defined as that certain building and surrounding improvements known as the Stephen Leonard Youth Center Building located at 640 T Street, Merced, California.

2. TERM. The term of this Lease shall be five (5) years, shall commence upon the day first above written and end on June 30, 2031, unless sooner terminated pursuant to any provisions hereof. Lessee may have one (1) option to renew and extend the term of this Lease for a five (5) year term. Should Lessee wish to exercise this option to renew and extend this Lease, Lessee shall provide Lessor written notice of their desire to renew no later than ninety (90) calendar days prior to the expiration of this Lease. Lessor will make its decision to allow or disallow the Lease renewal within sixty (60) calendar days following receipt of written notice from Lessee.

3. RENT. In lieu of rent, Lessee shall provide services contained in Exhibit B in the facility. Lessee shall pay to Lessor as rent for use of the Facility the services as defined in Exhibit B. This Lease is net of taxes, utilities, and insurance that shall be paid by the Lessee.

4. USE. During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as a public Merced Community College District. Lessee shall not permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Facility or any part thereof.

5. REPORTING. Lessee will attend monthly roundtable discussions to report any upcoming events and/or facility needs. Lessee will provide quarterly reports as attached in Exhibit C to the Recreation and Parks Commission.

6. REPAIRS, MAINTENANCE, AND UTILITIES.

A. Lessor shall provide and pay for maintenance and repair of the exterior area of the Facility, including, but not limited to, the exterior roof, mechanical units, and exterior side walls; provided that Lessee shall not be responsible for maintenance or repair attributable to structural defects of the Facility, nor shall Lessee be responsible to make roof or mechanical units repairs in excess of $5,000.00 in any given calendar year. Should roof or mechanical units repairs be required that are not attributable to a structural defect and which cost in excess of $5,000.00, Lessee and Lessor agree to negotiate an equitable allocation of said expense.

B. The Lessee shall pay the total cost of the water, sewer, electricity and other utility services for the exterior and interior area of the Facility.

C. The Lessee shall provide, perform, and pay for maintenance, repair, and janitorial services for the Facility. The Lessee shall pay the total cost of telephone, communication services, all utility, and digital connectivity services used at the Facility.

7. ALTERATIONS AND IMPROVEMENTS. Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

A. No alterations or improvements made by Lessee shall in any way impair the structural stability of the building or diminish the value of the property.

B. All alterations or improvements (except for interior painting and hanging of pictures or similar objects) shall be first approved in writing by the Lessor but said approval shall not be unreasonably withheld by Lessor.

C. Lessee shall keep the Facility and every part of the building free and clear of any mechanics' liens or materialmen' s liens arising out of the construction of any such alterations or improvements.

D. Alterations and improvements made to the Facility by Lessee with Lessor's prior written approval shall, at Lessor's election communicated to Lessee in writing at the time of approval, either:

i. become the property of Lessor upon expiration or termination and be surrendered with the Facility; or

ii. be removed by Lessee prior to termination, with Lessee restoring the affected area to its prior condition, reasonable wear and tear excepted.

If Lessor fails to specify its election at the time of approving the improvement, such improvement shall become the property of Lessor upon termination without any obligation of removal by Lessee. Lessee-funded improvements shall not be removed without Lessor's prior written consent if removal would damage the structural integrity or functionality of the Facility.

E. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility at any time.

8. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter the Facility at all reasonable times and upon reasonable notice for the purpose of inspecting the Facility, and shall permit

Lessor, at any time within sixty (60) days prior to the expiration of this Lease to place upon the Facility any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the Facility to inspect the Facility at reasonable times.

9. HAZARDOUS MATERIALS. Lessee shall not use, store, or dispose of any hazardous substances upon the Facility, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance, or toxic materials defined or regulated under any law or regulations.

10. MECHANICS LIENS. The Lessor and Lessee agree to keep the Facility from any and all claims of claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the benefits of the Facility and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. DAMAGE/DESTRUCTION. If the Facility is damaged or destroyed in whole or in part by fire other casualty, Lessor shall repair and restore the Facility to a good tenantable condition. All rent shall wholly abate in case the entire Facility is untenantable or shall abate pro rata for the portion rendered untenantable in case a part only in untenantable, until the Facility is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not in default in any required performance if delay in performance results from, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond Lessor's reasonable control. If Lessor shall not commence such repair or restoration within thirty (30) days after such damage or destruction shall occur or if repair or restoration will require more than one hundred twenty (120) days to complete, Lessor or Lessee may thereafter, at its option, terminate this Lease by giving written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this Section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Facility in the event of damage or destruction of said property.

12. FIRE INSURANCE. Lessee shall maintain, during the term of this Lease and any renewal hereof, coverage against loss or damage to the Facility in the amount of not less than ninety (90) percent of its full insurable value, against perils included within the classifications of fire, extended coverage, vandalism, malicious mischief, and special extended perils.

13. INSURANCE. Lessee, at its sole cost, shall maintain the following insurance policies and coverage during the entire term of this Lease, with companies qualified and approved to do business in California with an AM Best Rating of A- VII or higher as acceptable to City:

A. Commercial General Liability. Lessee shall maintain commercial general liability coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) general aggregate, and One Million Dollars ($1,000,000) products and completed operations aggregate for bodily injury including death, and property damage. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate should be doubled.

The insurance shall:

i. Insure against all liability of Lessee and its authorized representative arising out of or in connection with Lessee's use or occupancy of the Facility.

ii. Insure performance by Lessee of the indemnity provisions of Section 26.

iii. Provide that Lessor and its officers, officials, and employees be named as an additional insured using endorsements at least as broad as ISO CG 20 10 or CG 20 206, and for construction scopes, CG 20 37.

iv. Allow and be endorsed primary insurance and not seek contribution from the Lessor's coverage.

v. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the Lessor and its officers, officials, and employees.

vi. Contain an endorsement requiring thirty (30) days written notice from the insurance company to Lessor before cancellation or change in coverage, scope, or amount of any policy. If a carrier will not provide the required notice of cancellation, the Lessee shall provide written notice to the Lessor of a cancellation no later than ten (10) business days before cancellation.

vii. Coverage shall state that Lessee'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.

B. Automobile Liability. Lessee shall maintain automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage from CA 00 01 (or equivalent) with a limit of not less than One Million Dollars ($1,000,000) each accident. If Lessee's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided.

The insurance shall:

i. Provide and be endorsed that the Lessor and its officers, officials, and employees are named as additional insureds.

ii. Provide and be endorsed to include a waiver of subrogation in favor of the Lessor and its officers, officials, and employees.

iii. Contain an endorsement requiring thirty (30) days written notice from the insurance company to Lessor before cancellation or change in coverage, scope, or amount of any policy. If a carrier will not provide the required notice of cancellation, the Lessee shall provide written notice to the Lessor of a cancellation no later than ten (10) business days before cancellation.

C. Workers' Compensation and Employer's Liability. Lessee shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Lessee. The Statutory Workers' Compensation Insurance and Employer's Liability

Insurance shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Lessee may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of Lessor.

The insurance shall:

i. Provided and be endorsed to waive all rights of subrogation against Lessor and its officers, officials, and employees.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the Lessor upon written verification that Lessee does not have any employees.

D. All Coverages.

i. 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 insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Lessee.

ii. The Lessee shall furnish a certificate of insurance evidencing and endorsements of the aforesaid coverage before occupancy of the Facility.

iii. Any proposed revision to coverage limits shall be provided to Lessee in writing no less than ninety (90) days prior to the proposed effective date. Lessee's coverage obligations may be satisfied through participation in a Joint Powers Authority (JPA) self-insurance or pooled risk program.

14. SIGNS. Any and all signs or advertisements of any nature extending into, on, or located over the Facility, shall conform to all City of Merced, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld, as to location, graphics type, content, architectural or engineering standards.

15. TAXES. The terms of this Lease may result in the creation of a possessory interest. If such possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment, or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments, or fees to become delinquent and as such to become a lien against the Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Facility.

16. TERMINATION OF LEASE.

A. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on ninety (90) days written notice to Lessor.

B. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

i. If the Lessee is in default or breach of this Lease, as specified in Section 19 of this Lease or as otherwise provided by law; or,

ii. Upon one hundred and eighty (180) days' notice without cause.

17. RIGHTS AFTER TERMINATION. In the event of termination for default or unsatisfactory performance by the Lessee, the Lessor shall have the right (unless otherwise specified in the termination notice), at once and without further notice to the Lessee, or surety, to enter and take possession of the Facility occupied by the Lessee, and expel, oust and remove any and all parties who may occupy any portion of the Facility covered by this Lease, and any and all goods and chattels belonging to the Lessee or his associates which may be found in or upon same, without being liable for prosecution or to any claim for damages therefor. Upon such termination by the Lessor, all rights, powers and privileges of the Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by Lessee under this Lease and shall make no claims of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act incident thereto.

18. COMPLIANCE WITH LAWS. During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and City statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Facility as a Multicultural Arts Facility.

19. DEFAULTS/REMEDIES.

LESSEE: The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

A. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continuous for a period of twenty (20) calendar days after written notice thereof from Lessor to Lessee.

B. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection a., above,

where the failure continues for a period of thirty (30) calendar days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) calendar days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such sure within the thirty (30) day period and thereafter diligently completes the cure.

C. The appointment of a receiver or the making of any general assignment, or general arrangement for the benefit of creditors.

D. The filing of a petition in bankruptcy by or against Lessee.

E. The judicial declaration of Lessee as bankrupt.

F. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within thirty (30) calendar days.

G. The attachment, execution, or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within thirty (30) calendar days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate, and possession of the Facility shall immediately return to Lessor.

If Lessee breaches this Lease or is in default, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

i. The worth at the time of award of the unpaid rent which has been earned at the time of termination;

ii. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of

such rental loss that Lessee proved could have been unreasonably avoided;

iii. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and

iv. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease, or which in the ordinary course of things would likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the legal rate. The worth at the time of award of the amount referred to in paragraph (iii) of this Subsection is computed by discounting such amount at the legal rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of Lessor to equitable relief where such relief is appropriate.

Nothing in this Lease affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the

property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this Section.

Nothing in this Section affects the right of the Lessor to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage as provided in Section 26 of this Lease.

20. DEFAULTS/REMEDIES.

LESSOR: shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently complete performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above elect to terminate this Lease upon giving thirty (30) days written notice to Lessor of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. The foregoing shall be Lessee's sole remedy in the event of a breach by Lessor.

21. CONDEMNATION. If all of the Facility or any portion thereof is taken under the power of eminent domain, solely under the threat of the exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically

terminate as of the date the condemning authority takes title possession, whichever occurs first.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixture or removable personal property.

22. WAIVER. In the event that either Lessor or Lessee shall at any time or times waive any breach of this Lease by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Lease, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

23. BINDING EFFECT. This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors, and assigns.

24. ASSUMPTION OF NEW OWNER. If the City of Merced transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

25. SURRENDER. Lessee agrees to take good care of the Facility and to commit no waste and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, in as good condition as at the commencement of this Lease, normal and wear tear, unavoidable accidents and damage by casualty excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

26. INDEMNITY. Lessee shall indemnify, protect, defend, save and hold Lessor, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of

Lessee or Lessee's officers, employees, volunteers, and agents during performance of this Lease, or from any violation of any federal, state, or municipal law or ordinance, but only to the extent caused by the willful misconduct, negligent acts, or omissions of Lessee or its employees, subcontractors, agents, students, invitees, or representatives. Lessee shall not be obligated to indemnify, defend, or hold harmless Lessor for any claim, damage, loss, liability, cost, or expense arising from or relating to the negligence, active negligence, sole negligence, gross negligence, or willful misconduct of Lessor or its officers, employees, volunteers, agents, contractors, or representatives. It is understood that the duty of Lessee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Lessor of insurance certificates and endorsements required under this Lease does not relieve Lessee from liability under this indemnification and hold harmless clause. By execution of this Lease, Lessee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

27. COVENANTS AGAINST DISCRIMINATION. The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any deed or deeds shall contain the following covenants.

> "There shall be no discrimination against or segregation of any person or group of persons on account of race, color creed, national origin, religion, sex, disability, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased."

28. NOTICES. All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor:

City of Merced
Attn: City Clerk
678 West 18th Street
Merced, California 95340

Copy to:

Parks and Community Services
City of Merced
678 West 18th Street
Merced, California 95340

City Attorney
City of Merced
678 West 18th Street
Merced, California 95340

Lessee:

Merced Community College District
3600 M Street Main Street
Merced, California 95348

29. ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

30. VENUE. This Lease and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Lease shall be held exclusively in a state court in the County of Merced

31. ATTACHMENTS, HEADINGS, TERMS. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscoring's contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the

specific sections. The work or words enclosed in quotation marks shall be construed as defined terms for purposes of this Lease. The terms "Lessor" and Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

32. ATTORNEY'S FEES. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by losing party as fixed by the Court.

33. EXECUTION AND DELIVERY. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

34. RELATIONSHIP OF PARTIES. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

35. TIME OF ESSENCE. Time and specific performance are each of the essence of this Lease.

36. AUTHORITY TO EXECUTE. The person or persons executing this Lease on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Lease on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

37. COUNTERPARTS. This Lease may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

///

///

///

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

LESSOR
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6/2/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

LESSEE:
MERCED COMMUNITY COLLEGE DISTRICT

BY: Joe Allison
Signature

Joe Allison
Typed Name

Its: Vice President, Administrative Services
Title

TAXPAYER I.D. No.: 77-0362218

ADDRESS: 3600 M Street
Merced, CA 95348

TELEPHONE: 209-384-6108

EMAIL: allison.j@mccd.edu

MC4577 City Merced Lease Leonard Youth Ctr Signature page

Final Audit Report 2026-06-04

Created:	2026-06-03
By:	Denise Butler (denise.butler@mccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFSIKhswBd1Qmzd19vymGFLINbivTxct2

"MC4577 City Merced Lease Leonard Youth Ctr Signature page" History

Document created by Denise Butler (denise.butler@mccd.edu)
2026-06-03 - 11:55:08 PM GMT- IP address: 198.189.251.26

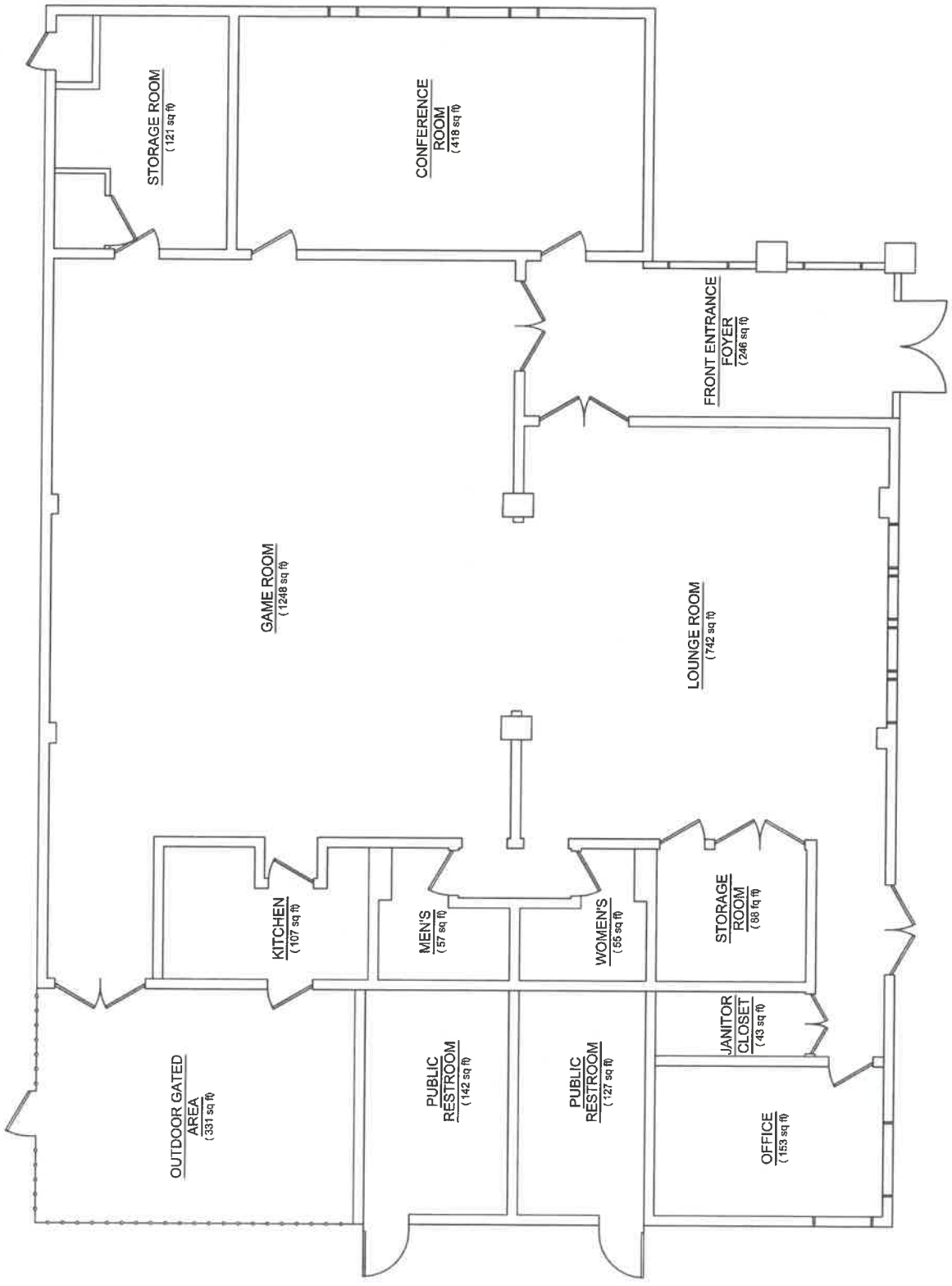
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Document e-signed by Joe Allison (allison.j@mccd.edu)
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Agreement completed.
2026-06-04 - 0:46:47 AM GMT

Adobe Acrobat Sign



City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

STEPHEN LEONARD

DR. BY:	
DATE:	
CH. BY:	
DATE:	
File No.	
SCALE:	

EXHIBIT A

EXHIBIT B

Programming for Families and Youth at Stephen Leonard Youth Center

Merced College

Education. Workforce. Family Support.

Presenters: VP Kelly Avila and Dean Joe Serena

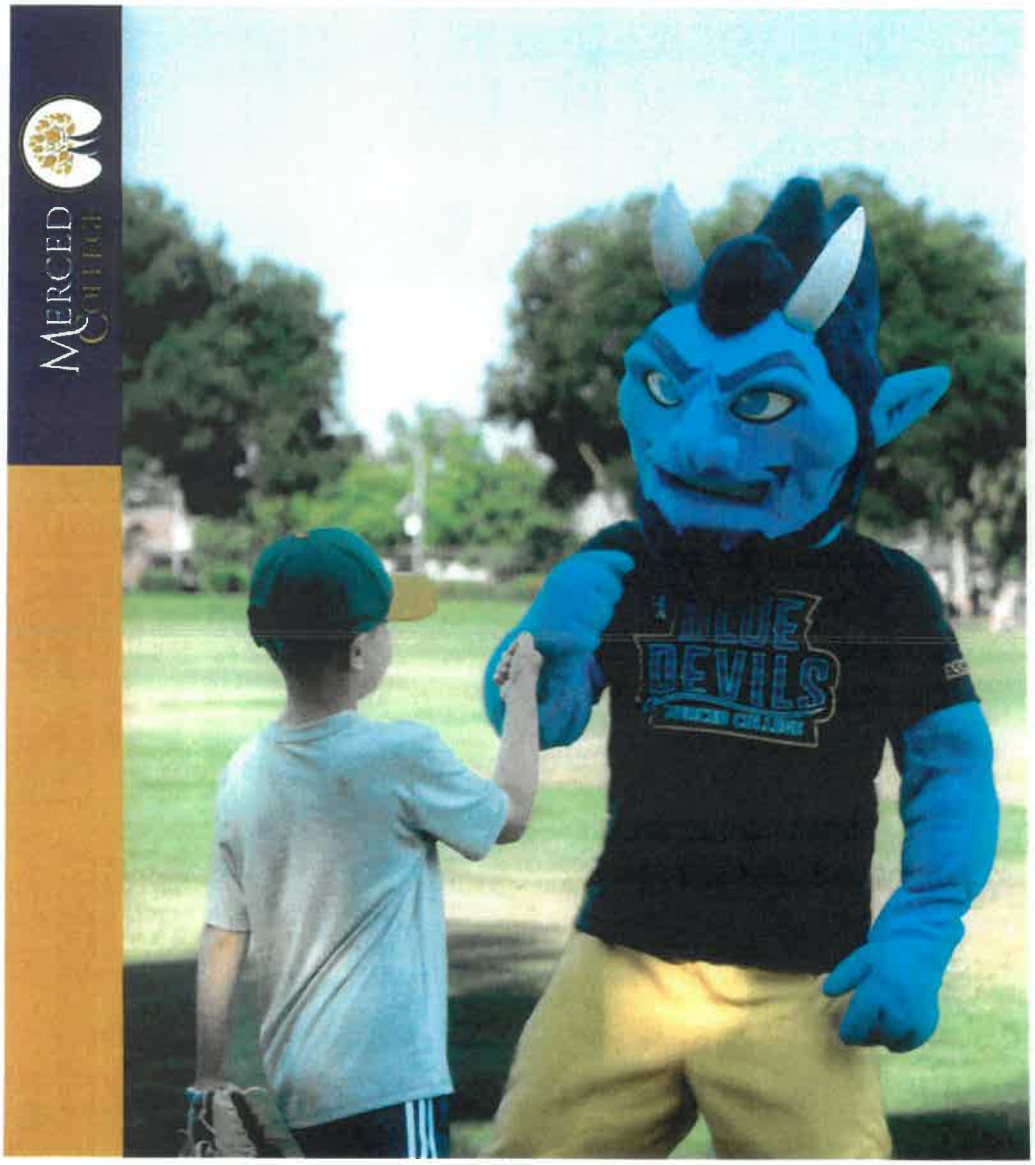
EXHIBIT B

Merced College Answers The Commission's Call

The City of Merced Parks & Community Services Department invites qualified organizations, service providers, and community-focused partners to submit a Request for Interest (RFI) to lease and operate programs and services at the Stephen Leonard Youth Center for youth and their families.

The City is particularly interested in youth development, educational support, family services, workforce development, health and wellness programs, cultural programming, and other community-serving uses that enhance access and promote positive outcomes.

Merced College is a highly-qualified organization with extensive experience operating facilities and the financial capacity to enhance the facility and grow its reach within South Merced for many years to come.



Goals and Objectives

- **Expanding access to education**, workforce training, and support services within the South Merced community
- **Supporting youth development**, academic engagement, early college and career awareness
- **Increasing successful** enrollment, persistence, and navigation of educational pathways for adult learners
- **Strengthening family connections** to educational, workforce, and basic needs resources
- **Providing a welcoming and supportive environment** that encourages continued participation and long-term success

MERCED COLLEGE

Programming Opportunities

Education & Workforce Pathways

- Credit & noncredit classes
- Career exploration & job readiness
- Resume, interview & digital skills workshops
- Connections to workforce training pathways

Adult Education & Advising

- College application & enrollment assistance
- Academic and career advising
- In-person & online learning support
- Navigation of educational pathways

Supportive Learning Environment

- Computer & laptop access
- Study and collaboration spaces
- Virtual appointment areas
- On-site support referrals

Community Enrichment

- Workshops & community learning events
- Cultural and enrichment activities

Bachelor's Degree & Promise Access

- Pathways to baccalaureate through ASU Local and UC Merced Promise programs
- Access to Promise Housing for students

Added Value Benefits

- Investment in an existing public facility
- Access to financial aid & basic needs support
- Access to Student Health services
- Trusted neighborhood resource

MERCED COLLEGE

Ready to Lauch: Steps to Successful Startup



Community Survey: $26,500 committed to engage a third- party research firm to survey zip code 95341



Strengthening Community Partnerships: Central Valley Opportunity Fund, NAACP, Hispanic Chamber of Commerce, Workforce Development Board, Merced City School District



Expanded Funding: MC has applied for direct congressional funding of $1.5m to enhance the project

MERCED COLLEGE

Summer 2026 Kick-Off!

Stewards of the Youth Center





MERCED COLLEGE

Stewards of the Youth Center





City of Merced Parks & Community Services- Youth Center Activity Report

Organization Name	
Organizational Mission	
Activity Report Quarter 1 (7/1- 9/30)- Due by 10/15 Quarter 2 (10/1- 12/31)- Due by 1/15 Quarter 3 (1/31- 3/31)- Due by 4/15 Quarter 4 (4/1- 6/31)- Due by 7/15	Quarter 1 ☐ Quarter 2 ☐ Quarter 3 ☐ Quarter 4 ☐

Youth Center in Operation	27th & K	McCombs	McNamara Park	Stephen Leonard
	☐	☐	☐	☐

Cost or Required In-kind for Participation (Indicate- daily, weekly, monthly, or annually)	
After School Membership	Special Camps

Participants Served Afterschool (unduplicated)	
At the Youth Center	
Outside of Youth Center but in City of Merced (List Location(s) served)	

Duration Program/Center was Open this Period		
Days Open for Programming	Hours Per Day	Total Hours
Special Events/ Camp Hours		
Total Hours Open for Service in the Reporting Period		

Participants Served through Special Events/Camps	
At the Youth Center	
Outside of Youth Center	

Total Number of Service Contacts	
Number of youth x times they were served	

Demographic Information of Youth Served Afterschool (number of youth in each category if available)

Ages	Preschool age (0-5)		School Age (6-17)		Young Adults (18-24)	
Ethnicity	African American	Asian	Hispanic	White	Mixed	Other/ Unknown
Zip Code of Participants	95340	95341	95344	95348	Other/ Unknown	

Staff Structure to Support Program	
Employed Staff	
Interns	
Volunteers	

Success Narrative- please describe any progress your program has experienced over the reporting period. This could include experiences with member recruitment, facility needs, partnerships formed, funding streams acquired, the addition of key staff or volunteers, or success stories of program participants. This narrative should be reflective of the data presented on page 1.

Barrier Narrative- please describe any barriers or modifications required over the reporting period. This can include any partnerships or funding lost, the loss of key staff or volunteers, or additional internal or external complications. This narrative should be reflective of the data presented on page 1.

Program Photos- Please ensure that any photographs used are authorized by a photo release approving the use of the participants image in program materials such as this report.

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY): 6/24/2025

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 177

JOINT POWERS AUTHORITY (JPA)

Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Reshan Cooray
PHONE: (562) 404-8029 cooray@ascip.org

JPA MEMBER

Merced Community College District
3600 M Street
Merced CA 95348

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY		MOC #177	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT PER OCCURRENCE	$ $5,000,000
✓ OCCURRENCE					AGGREGATE	$ none
✓ Personal Injury						$
✓ Errors & Omission						$
✓ Employment Practices						$
AUTOMOBILE LIABILITY		MOC #177	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT PER OCCURRENCE	$ $5,000,000
✓ AUTOMOTIVE PHYSICAL DAMAGE					ACTUAL CASH VALUE	$
✓ COMPREHENSIVE / COLLISION						$
✓ ANY AUTO						$
✓ Owned Auto						$
✓ Hired Auto						$
PROPERTY		MOC #177	7/1/2025	7/1/2026	REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
✓ BUILDING / CONTENTS						$ $500,000,000
✓ FIRE, THEFT, RENTAL INTERRUPTION						$
						$
						$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	MOC #177	7/1/2025	7/1/2026	EACH ACCIDENT	$ $2,000,000
✓ WC STATUTORY LIMITS					PER EMPLOYEE	$ $2,000,000
					POLICY LIMIT	$ $2,000,000
OTHER		MOC #177	7/1/2025	7/1/2026	SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
✓ EMPLOYEE DISHONESTY (CRIME)						$ $5,000,000
						$
						$
						$

ADDITIONAL REMARKS:

As respects to Proof of Coverage

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.

AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code. Rev 5-97

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY): 6/4/2026

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 177

JOINT POWERS AUTHORITY (JPA)

Alliance of Schools for Cooperative Insurance Programs
12610 Park Plaza Drive
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Reshan Cooray
PHONE: (562) 404-8029 cooray@ascip.org

JPA MEMBER

Merced Community College District
3600 M Street
Merced CA 95348

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY						
☑ OCCURRENCE	✓	MOC #177	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT PER OCCURRENCE	$ $5,000,000
☑ Personal Injury					AGGREGATE	$ none
☑ Errors & Omission						$
☑ Employment Practices						$
						$
AUTOMOBILE LIABILITY						
☑ AUTOMOTIVE PHYSICAL DAMAGE		MOC #177	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT PER OCCURRENCE	$ $5,000,000
☑ COMPREHENSIVE / COLLISION					ACTUAL CASH VALUE	$
☑ ANY AUTO						$
☑ Owned Auto						$
☑ Hired Auto						$
						$
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
☑ BUILDING / CONTENTS		MOC #177	7/1/2025	7/1/2026		$ $500,000,000
☑ FIRE, THEFT, RENTAL INTERRUPTION						$
☐						$
☐						$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				EACH ACCIDENT	$ $2,000,000
☑ WC STATUTORY LIMITS		MOC #177	7/1/2025	7/1/2026	PER EMPLOYEE	$ $2,000,000
					POLICY LIMIT	$ $2,000,000
OTHER					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
☐ EMPLOYEE DISHONESTY (CRIME)						$
☐						$
☐						$
☐						$

ADDITIONAL REMARKS:

As respects to Operations of Merced Community College District at the Stephen Leonard Youth Center located at 640 T Street, Merced, CA in accordance with the Lease Agreement

CERTIFICATE HOLDER

City of Merced
678 W. 18th Street
Merced CA 95340

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.

AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code. Rev 5-97

Additional Covered Party Endorsement

District: Merced Community College District	**Endorsement No.** 90918996

Additional Covered Party:	**Description of Operations, Vehicle, or Property:**
City of Merced its officers, officials, and employees	As respects to Operations of Merced Community College District at the Stephen Leonard Youth Center located at 640 T Street, Merced, CA in accordance with the Lease Agreement

Coverage Period: **Effective:** 7/1/2025 **Expires 12:01 a.m.:** 7/1/2026

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is $5,000,000 per occurrence for liability. Such insurance as afforded by this policy shall be primary, and any insurance carried by the Additional Covered Party named above shall be in excess and non-contributory.

Authorized Representative: _____

Date Issued: 6/4/2026

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97

Waiver of Subrogation Endorsement

District: Merced Community College District	**Endorsement No.** 90918996

Name of Person or Organization:	**Description of Operations:**
City of Merced its officers, officials, and employees	As respects to Operations of Merced Community College District at the Stephen Leonard Youth Center located at 640 T Street, Merced, CA in accordance with the Lease Agreement

Coverage Period: **Effective:** 7/1/2025 **Expires 12:01 a.m.:** 7/1/2026

ASCIP has the right to pursue subrogation recoveries from any party liable for an injury, in whole or in part, in accordance with the provisions contained in the ASCIP Memorandum of Coverage (MOC). ASCIP will not enforce its right against any person or organization named above, while under a written contract between the District and that person or organization that requires ASCIP to waive its right of subrogation on a Workers' Compensation or Employers' Liability claim.

Authorized Representative:

Date Issued: 6/4/2026

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/16

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-521 Meeting Date: 6/15/2026

Report Prepared by: Joe Cardoso, P.L.S., City Surveyor, Engineering Department

SUBJECT: Request to Authorize the City Manager to Execute Contract Change Order No. 4 with American Paving Co. for the Additional Construction of the Third Phase of Development at Community Park 42 (CP-42), in an Amount not to Exceed $1,107,754.63 for Additional Work on Community Park 42 (CP-42)

REPORT IN BRIEF

Staff request authorization to waive the competitive bidding requirements for CP-42 for the construction of the third phase of development at CP-42, and request Council approve Contract Change Order No. 4 for an additional field, field markings, goal posts, landscaping, irrigation system, soil amendments, additional parking lot, additional sidewalk and contract quantity adjustments in the amount of $1,107,754.63.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the City's competitive bidding requirement as permitted by Merced Municipal Code Section 3.04.210; and,

B. Approving Contract Change Order No. 4 with American Paving Co. in the amount of $1,107,754.63 for the additional work; and,

C. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions other than recommended by staff (identify specific findings and or/ conditions amended to be addressed in the motion); or,
3. Deny.

AUTHORITY

Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts, and City of Merced Charter Section 3.04.210 - Exemptions from Competitive Bidding.

CITY COUNCIL PRIORITIES

As provided for in the 2025-26 Adopted Budget.

DISCUSSION

Background

During the December 6, 2021, Public Hearing, City Council adopted the American Rescue Plan Act (ARPA) Strategic Investment Plan that included an allocation of $5,000,000 to fund the Community Park 42 Regional Sports Facility. The allocation of ARPA funds was approved by City Council on April 18, 2022.

On May 2, 2022, City Council accepted and appropriated grant funds in the amount of $177,952.00 from State of California - Natural Resources Agency Department for the development of one restrooms at Community Park-42. The grant requires matching funds in the amount of $44,488.00 from the City of Merced.

On April 17, 2023, City Council approved a Memorandum of Understanding (MOU) Between the City of Merced and the Merced County Office of Education (MCOE) to Accept $650,000 to Install a Futsal Court at Community Park 42 Regional Sports Facility and Award Bid the base bid to American Paving Co. for the Community Park 42, Project Number CP220061, in the Amount of $5,800,580.70.

As part of the adopted City Manager 23-24 budget City Council allocated an additional $3,350,000 of ARPA funds to the project to allow the construction of Change Order 2 and additional work.

On May 6, 2024, City Council allocated $1,051,020 to the project to cover items such as field lights (Musco), turf and hydroseed the additional soccer fields, and additional work.

The awarded contract with American Paving Company included all work proposed as Phase 1 of the project, two soccer fields, a section of parking lot, a futsal court, two tennis and pickleball courts, sand volleyball courts, and some connecting walkways.

On September 5, 2023, City Council approved Contract Change Order No. 1 in the amount of $1,365,524.40 for the award of the following bid schedules:

- Bid Schedule B - extra sidewalks and concrete work, picnic tables, landscaping, and site grading.
- Bid Schedule C - electrical feeder to the shade structure, picnic tables, and the 50’x100’ shade structure.
- Bid Schedule D - additions sidewalk and flatwork, picnic tables, electrical feeder to the shade structure, and excluded the 30’x30’ shade structure due to budgetary reasons.
- Bid Schedule F - adding lights to the parking lot and surrounding areas.

On January 2, 2024, City Council approved Contract Change Order No. 2 in the amount of $1,532,539.00 for the award of the following bid schedules and extra work as described in Contract Change Order No. 2 includes, soil import, grading, electrical, basketball courts, irrigation, and other work as describe in Contract Changer No. 2.

On August 5, 2024, City Council approved Change Order No. 3 in the amount of $1,628,682.12 to add to the overall project which includes items such as Musco field lights, additional fencing, field markers, benches, soccer goals, soils preparation, turf hydroseeds, shrubs, trees, landscape maintenance, and other work as described in Change Order No. 3.

On May 4, 2026, City Council approved the purchase of the second precast concrete restroom near the pickleball and basketball courts in the amount of $129,355.90. This restroom is currently being built and is scheduled to be delivered in late summer.

Funding

In 2023, City Council entered into a Memorandum of Understanding with the County of Merced, Merced Union High School District, and the Merced County Office of Education to collaborate on the development of CP-42 and the operation of the Regional Sports Complex. Merced County obligated $1.5 million dollars in ARPA funding and Merced Union High School District has obligated roughly 38 acres of land immediately to the north of the City parcel (CP42 south) currently under construction.

The MOU outlined City responsibilities of annexation, conceptual design & operational proforma, along with Annexation and Environmental Review. In an effort to maximize funding as much as possible the City still has approximately $1,161,383 available from the County's contribution of ARPA funding in Project CP250062 - Community Park 42 North. In reviewing potential options for use of the available funding, the pending Partners have agreed to utilize $250,000 on CP42 North Engineering, and the remaining $911,383 on further developments of CP42 South to ensure immediate potential for generating revenues.

CP220061 has $155,794 available in Public Facility Financing Plan (PFFP) funding, and $65,173 available in Park Reserve funding. Combining the available funding from both projects (CP220061 and CP250062), the total available funding is $1,132,350.

Change Order

Change Order No. 4 is necessary to complete the overall project which includes the addition of the fifth football/soccer field, additional field markings, goal posts, landscaping, irrigation system, soil amendments, additional parking lot and temporary roadway, additional sidewalk, slab preparation for the second bathroom, and contract quantity adjustments in the amount of $1,107,754.63.

Staff is currently seeking authorization to waive the competitive bidding process for standardization and efficiency to continue the construction of the third phase of development with the current contractor and is seeking additional funding sources to complete the project, and recommends Council approve Contract Change Order No. 4 to allow the contractor currently on site to continue work to avoid any work stoppages.

IMPACT ON CITY RESOURCES

Projects CP220061 and CP250062 were established as Capital Improvement Projects and contain sufficient funding in the combined projects to complete Change Order 4.

ATTACHMENTS

1. Draft Contract Change Order No. 4
2. Executed Contract Change Order No. 3
3. Executed Contract Change Order No. 2
4. Executed Original Contract & Change Order No. 1

CITY OF MERCED PROJECT NO. CP220061
CHANGE ORDER NO. 4

DATE: June 3, 2026

PROJECT NAME Community Park 42

PROJECT LOCATION: Merced, California

CONTRACTOR: American Paving Company

ADDRESS: P.O. Box 27587, Fresno CA 93729

REASON FOR CHANGE ORDER:

Additional work to add an additional soccer field, concrete, parking area, pathway lights, irrigation, and landscaping.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS:

SKETCH ATTACHED: Yes

DESCRIPTION OF CHANGE:

Quantity Adjustments

Item No	Item	Unit	Quantity	Unit Price	Amount
1	Bid Item 46 - 12" Concrete Mow Curb (Site Feature 1)	SF	-38	$ 55.00	$ (2,090.00)
2	Bid Item 48 - Thickened Sidewalk Edge at Playground (Site Feature '2')	LF	-41	$ 32.00	$ (1,312.00)
3	Bid Item 55 - 2x4 Header at Limit of Phase 1 (Site Feature '50')	LF	-397	$ 16.00	$ (6,352.00)
4	Bid Item 84 - Tennis Posts and Ground Sleeves (Site Feature '41')	EA	-4	$ 1,125.00	$ (4,500.00)
5	Bid Item 94 -1 Gallon Shrubs	EA	-41	$ 19.40	$ (795.40)

Total for Quanity Adjustments: $ (15,049.40)

Extra Work

Item No	Item	Unit	Quantity	Unit Price	Amount
1	Pickle Ball Nets/Pole/Ground Sleaves - Provide and Install	EA	16	$ 1,600.00	$ 25,600.00
2	4' Pickle Ball Fence (Site Feature '57')	LF	80	$ 145.00	$ 11,600.00
3	Extra Work to Adjust Pickleball & Basketball grades, fence post	LS	1	$ 36,500.00	$ 36,500.00
4	Extra Work to add Rebar to 5 Pickleball Courts	LS	1	$ 6,400.00	$ 6,400.00
5	Extra Work to add additional Asphalt Parking & Striping to north Parking Lot	SF	13,842	$ 2.10	$ 29,068.20
6	Extra Work to add AC Dike to Parking Lot	LF	92	$ 18.00	$ 1,656.00
7	Extra work to add additional landscape between Soccer Fields 3 & 4	LS	1	$ 54,500.00	$ 54,500.00
8	Add Additional Irrigation System around Second Reatroom (Site Feature '27)	LS	1	$ 7,500.00	$ 7,500.00
9	Extra Work for Preparation & Amendments to Soil	SF	4945	$ 0.25	$ 1,236.25
10	Concrete Flatwork (Site Finish 'A') Cost Excalation	SF	3521	$ 1.40	$ 4,929.40
11	Install Restroom Building (Site Feature '27')	LS	1	$ 4,400.00	$ 4,400.00
12	Additional Work to add Road & Parking Lot Near Pickleball Courts	SF	30600	$ 1.48	$ 45,288.00
13	Extra Work to Add Addional Football/Soccer Field 5	LS	1	$ 421,506.00	$ 421,506.00
14	Extra Work to Add Sidewalk to Field 5	LS	1	$ 156,875.00	$ 156,875.00

15	Extra Work to Add Cyclone Fence along Tyler Road	LS	1	$ 59,900.00	$ 59,900.00
16	Extra Work to Extenp SWPPP thru 1/1/27	LS	1	$ 5,000.00	$ 5,000.00
17	Extra Work to Mobilization	LS	1	$ 3,900.00	$ 3,900.00
18	Extra Work for Surveying	LS	1	$ 3,000.00	$ 3,000.00
19	Pedestrian Light Pole w/Fixture (Feature Site '15'	EA	12	$ 14,000.00	$ 168,000.00
1	Extra Work for Pickleball Court	LS	1	$ 75,945.18	$ 75,945.18
				Total for Extra Work	**$ 1,122,804.03**

Total for Change Order No. 2 **$ 1,107,754.63**

ORIGINAL CONTRACT AMOUNT:	$	5,800,580.70
CHANGE ORDER #1 AMOUNT:	$	1,365,524.40
CHANGE ORDER #2 AMOUNT:	$	1,532,539.00
CHANGE ORDER #3 AMOUNT:	$	1,628,682.12
CHANGE ORDER #4 AMOUNT:	$	1,107,754.63
TOTAL PROJECT COST TO DATE:	**$**	**11,435,080.85**

FUNDS/ACCOUNTS VERIFIED:

CP250062 Prk&CS CIP CON CIPImp-Lnd	**$**	**911,383.00**
CP220061 Prk CON CIPInfr	**$**	**40,577.63**
CP220061 Prk&CS CIP CON CIPImp-Lnd	**$**	**155,794.00**
	$	**1,107,754.63**

FINANCE OFFICE DATE

ACCEPTED American Paving Co. DATE: 6/4/26
(CONTRACTOR) Stephen J. Poindexter, President & CEO

RECOMMENDED _____ DATE: _____
(CITY ENGINEER)

RECOMMENDED _____ DATE: _____
(PROJECT CHAMPION)

APPROVED _____ DATE: _____
(CITY ATTORNEY)

AUTHORIZED _____ DATE: _____
(INTERIM CITY MANAGER)

ATTESTED _____ DATE: _____
(ASSISTANT/DEPUTY CITY CLERK)

(SEAL)

315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

June 2, 2026

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: PCO #4 – Change order 4 Items

Please find the below pricing. Included in each item are the costs for all labor, equipment, materials, bonds, and incidentals to furnish and install what is described in the line item.

- Item 39 - Concrete Flatwork includes costs escalation only.
- Item 74 - Restroom Building (Site Feature '27') includes costs escalation only.
- For Item 38-A -Pedestrian Light Pole w/ fixture (Site Feature '15') – There is a total of (21) locations that are currently ready for additional pedestrian lighting. Please provide the total number of locations the City Of Merced would like to add in CCO4.

Item	Description – Approved Add & Credits	QTY	U.M.	Unit Price	Total
1	PCO 04 - Pickle Ball Nets/Pole/Ground Sleaves – Provide/Install	16	EA	$1,600.00	$25,600.00
2	PCO 04 – 4'Pickle Ball Fence (Site Feature 57) Please see the attached break down	80	LF	$145.00	$11.600.00
3	PCO 04 – Adjust Pickleball & Basketball grades, Fence Posts – **Tracked on T&M and not to exceed $36,500.00**	1	LS	$36,500.00	$36,500.00
4	PCO 04 - Add Rebar to Pickle Ball Courts 5	1	LS	$6,400.000	$6,400.000
40	PCO 04 - Asphalt Parking Lot with striping (Site Finish 'B')	13,842	SF	$2.10	$29,068.20
54	PCO 04 - AC Dike	92	LF	$18.00	$1,656.00
8	All in price to landscape 37,727SF between the Southern soccer fields and the driveway entrance – Value Engineered	1	LS	$54,500.00	$54,500.00
9	PCO #04 - Additional Irrigation System deleted bathroom location	1	LS	$7,500.00	$7,500.00
91	PCO #04 - Soil Preparation & Amendment	4945	SF	$0.25	$1,236.25

39	PCO 04 - Concrete Flatwork (Site Finish ‘A’) Costs Escalation Only	3,521	SF	1.40	$4,929.40
74	PCO 04 - Restroom Building (Site Feature '27') Costs Escalation Only	1	LS	$4,400.00	$4,400.00
46	PCO 04 - 12” Concrete Mow Curb (Site Feature ‘1’)	-38	LF	($55.00)	($2,090.00)
48	PCO 04 - Thickened Sidewalk Edge at Playground (Site Feature ‘2’)	-41	LF	($32.00)	($1,312.00)
55	PCO 04 - 2x4 Header at Limit of Phase 1 (Site Feature ‘50’)	-397	LF	($16.00)	($6,352.00)
84	PCO 04 - Tennis Post Install Credit	-4	EA	($1,125.00)	($4,500.00)
94	PCO 04 - 1 Gallon Shrubs	-41	EA	($19.40)	($795.40)
11	Powder Coating Soccer Goals	8	EA	$580.00	$4,640.00
12	Powder Coating Football Goal Posts	8	EA	$745.00	$5,960.00
13	Paint Already installed Football goal posts	1	LS	$7,400.00	$7,400.00
14	Access Road & Parking Lot out of Grindings	306000	SF	$1.48	$45,288.00
15	Additional Football/Soccer Field See Attached for Breakout	1	LS	$421,506.00	$421,506.00
16	Additional Sidewalk to Access Field 5 See Attached for Breakout	1	LS	$156,875.00	$156,875.00
17	Fence Along Tyler ~900 LF	1	LS	$59,900.00	$59,900.00
18	Extent SWPPP Thru 1/1/27	1	LS	$5,000.00	$5,000.00
19	Mobilization - Bathroom BLD	1	LS	$3,900.00	$3,900.00
20	Surveying - Bathroom BLD	1	LS	$3,000.00	$3,000.00
38-A	Pedestrian Light Pole w/ fixture (Site Feature ‘15’) – Future Locations	21	EA	$14,000.00	TBD
1	EW - Pickle Ball Court Rework See Attached for Break out	1	LS	$75,945.18	$75,945.18
				Total Additional	**TBD**
				Total Deduction	**$15,049.40**
				Total	**TBD**

Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.

Chris Williams

Chris Williams
Project Manager

ALL COMMERCIAL FENCE, INC
LIC#823030

CHANGE ORDER PROPOSAL

SEPTEMBER 9, 2024 **#4**

ATTN: Chris Williams / American Paving Co.

PROJECT: Community Park 42 Line Item Pickleball Court – Merced
RE: Add 4' Tall Chain Link at Pickleball Court

SCOPE OF WORK: Furnish and Install Line Item

57. 4' Tall Chain Link Fencing at Pickleball Courts Black 80 LF x $135.50 per Ft. = **$10,840.00**

Notes:

- **Addendums noted:**
- General Contractor to provide location of any underground utility and/or irrigation lines that may conflict with post footings.
- General Contractor to provide offset staking for the location of backstops, fences, gates, and finish grade.
- Post to be set prior to Concrete surface pour or General Contractor to provide Block-outs or Core Drill.
- All Parts and Labor Guaranteed for one year. Damage caused by Misuse, Vandalism, or Acts of God are Excluded.

Exclusions Unless Listed Above:

- Demo / Removal, Grubbing, Clearing
- Repair of any Damaged Unmarked Utility or Irrigation Lines due to Digging/Boring Post Footings.
- Saw Cutting or Core Drilling of existing concrete or asphalt for post footings.
- Concrete flatwork (i.e. Mow Strip, Gate track Runner, Sidewalks, Operator Pad, Gooseneck Pad, etc.).
- Primus Cores, Electric Strikes, Padlocks, Knox Boxes, Signage, and Installation thereof, Hollow Metal Doors
- Permits and associated fees, Bond Rate 1.5%
- Removal of Dirt Spoils from Posthole Boring.
- Hand Digging and Hydro Vac - If it is deemed necessary to Hand Dig or use Hydro Vac there will be an extra charge
- Grading and Staking – Grounding
- Gate Operators, Keypads, Entry Systems, Dedicated Phone Line to Controller
- Conduit from Operators to Outside Keypads, 115 Volt 20-amp Electrical Power to Operators and Keypads etc.
- Trash Enclosure Gates, Bollard Posts, Temporary Fence, Handrails, and Guard Rails
- **DO NOT SPLIT BID UNLESS YOU HAVE PRIOR APPROVAL FROM ALL COMMERCIAL FENCE, INC.**

Labor Relations:

- Public Works Registration #1000047749 / Skilled and Trained Workforce
- Signatory to the Northern California and Southern Labors Union.
- Gold Shovel Certified / ISNetworld Active #400-241066 / ITS
- Small Business for Public Works (SB-PW) 2005092
- SFPUC- LBE Certification #CMD052215023 / Micro Local Business Enterprise

Thank you,

Jim Stamper

Jim Stamper

If proposal is accepted, it must be signed and become part of the Contract/Agreement. All proposal information regarding this project has been taken from the owners or architects civil and/or architectural site plans and specifications. Any extra expense out of All Commercial Fence's control, which will include but is not limited to an increase in material cost, change in the above scope of work, additional dispatches, manpower etc. will be an adjustment in the contract price in the form of a change order. Due to rising costs materials, this proposal may become null & void if not accepted with in **(30) thirty-days** from the date above.

315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

October 15, 2025

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: POC 09 - Access Road & Additional Parking, Additional Soccer Field

Please find the below pricing. Included in each item are the costs for all labor, equipment, bonds, and incidentals.

1) Clear & grub, place, compact and finish grade City provided asphalt grindings. Provide & install railroad ties to limit vehicular access. Items 1A,1B,1E,1F Must be awarded if any part of item 1 is awarded
2) Provide everything needed to Grade, landscape, irrigate, hydroseed, and install an additional soccer field. Includes: Soccer goals powder coated white, trees and plants between fields and outer edge. Excludes: football goal posts, lighting, field stripping. Items 2A,2B,2C,2D,2K,2L Must be awarded if any part of item 2 is awarded.

Item	Description	QTY	U.M.	Unit Price	Total
1A	Additional Supervision	1	LS	6,500.00	$6,500.00
1B	Fine Grade Road/Parking Lot	3400	SY	$2.35	$7,990.00
1C	P/C/F - Ashpalt Grindings	375	CY	$39.10	$14,662.50
1D	Install/Buy Bumper Stops	10	EA	$500.00	$5,000.00
1E	Additional Overhead & Bond	1	LS	$4,298.37	$4,298.37
1F	Profit	1	LS	$6,837.13	$6,837.13
	Total for Item 1	***30,600***	***SF***	***$1.48***	***$ 45,288.00***
2A	Mobilization	1	LS	$7,656.00	$7,656.00
2B	Additional Supervision	1	LS	$25,000.00	$25,000.00
2C	Additional Toilets/Fencing/Yard	1	LS	$4,000.00	$4,000.00
2D	Additional SWPPP	1	LS	$2,500.00	$2,500.00
2E	Clear, Grub, & Grade 1 Soccer Field	13,350	SY	$2.11	$28,168.50
2F	Soccer Goal and Net (Site Feature ‘16’)	2	EA	$6,800.00	$13,600.00
2G	Powder Coating Soccer Goals	2	EA	$700.00	$1,400.00
2H	Irrigation for 1 Soccer Field	1	LS	$130,520.00	$130,520.00
2I	Landscaping, Hydroseeding/Soil Amendments for 1 Soccer Field	1	LS	$152,528.00	$152,528.00
2J	180 Day Maintenance Period	6	MN	$2,000.00	$12,000.00
2K	Additional Overhead & Bond	1	LS	$18,341.84	$18,341.84
2L	Profit	1	LS	$25,791.66	$25,791.66
	Total for Item 2	***1***	***LS***	***$421,506.00***	***$421,506.00***
3	***Items 1 & 2 Combined***	***1***	***LS***	***$466,794.00***	***$466,794.00***

Exclusions:

1) Material of any kind unless specifically shown above
2) Stripping
3) Survey
4) Subgrade Prep of any kind at grindings
5) Lighting of any kind

American paving will require an additional 35 days to complete this work.
Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.
Chris Williams
Chris Williams
Project Manager

315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

November 24, 2025

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: POC 10 – Additional Sidewalk Between Fields R1

Please find the below pricing. Included in each item are the costs for all labor, equipment, bonds, and incidentals.

1) Additional permits, bonds, licenses & insurance
2) Water Pollution Control items & maintenance
3) Balance, grade and compact subgrade for an additional ~7500 SF of concrete sidewalk.
4) Place an additional ~7500 SF of concrete sidewalk
5) Additional Mobilization

Item	Description	QTY	U.M.	Unit Price	Total
1	Permits, Bonds, Licenses & Insurance	1	LS	$5,500.00	$5,500.00
2	Water Pollution Control	1	LS	$7,500.00	$7,500.00
3	Site Grading (Rough/ Fine)	7500	SF	$7.50	$56,250.00
4	Concrete Flatwork (Site Finish 'A')	7500	SF	$10.55	$79,125.00
5	Mobilization	1	LS	$8,500.00	$8,500.00
				Total	**$156,875.00**

American paving will require an additional 10 days to complete this work.
Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.
Chris Williams
Chris Williams
Project Manager

21.2304 - Community Park 42
Extra Work Billing Summary -
19.610.0101 - Pickle Ball Court Re-Work

Description	Amount
4/23/2025 - ESP	$ 3,187.80
4/23/2025 - Kroeker	$ 2,640.00
4/24/2025 - Kroeker	$ 2,640.00
4/25/2025 - Kroeker	$ 2,640.00
4/29/2025 - Kroeker	$ 2,816.00
4/30/2025 - Kroeker	$ 3,080.00
5/1/2025 - Kroeker	$ 3,080.00
5/2/2025 - Kroeker	$ 3,524.40
5/6/2025 - APC	$ 6,909.70
5/8/2025 - APC	$ 2,410.67
5/13/2025 - APC	$ 2,375.93
5/14/2025 - APC	$ 5,691.45
5-9-2025 - Khan & Norcal	$ 15,628.87
5/29/2025 thru 6-11-2025 - Beynon Sports Surfacing	$ 19,320.37
Subtotal	$ 75,945.18

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	4/23/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Pickleball Court**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	ESP Restake Pickleball Court	1.00	LS	$2,793.00	$2,793.00		
2.	ESP Cut Sheet for Pickleball Court	1.00	LS	$105.00	$105.00		
3.							
4.							
5.							
				Subtotal Subcontract	$2,898.00	$289.80	$3,187.80

Approvals

	Subtotal	$3,187.80
0%	Bond	$0.00
	Total	**$3,187.80**

American Paving Co. | Owner/Contractor Representative

ESP Surveying

Boundary-Topography-Construction-Mapping-Subdivisions

2598 N. Miami Avenue
Fresno, CA 93727

Voice 559-442-0883
Fax 559-442-0884

E-mail : info@espls.com

EXTRA WORK ORDER

To: Jose Florez
(Contractor or Supervisor)
American Paving
(Company or Client)

Job: Community Park - 42
Merced, Ca.

By: Eric Jones
(Party Chief or Supervisor)

(Crewman or witness-optional)

23075
ESP Job No.

250423
(Date of field work:)

The undersigned hereby authorizes ESP Surveying to perform the following work.

Description of items requested:

1 2-Man Survey Crew Field Work: Restake Pickleball Net Posts, they were changed 26" North & 26" South.
$399.00 · 7 = $2,793.00

Total Hours= 7

Office Work: Dave Jordan Cut Sheets
$210.00 · 0.5 = $105.00

Total Hours= 0.5

Cost for said work shall be as follows:

Total $2,793.00 + 105.00 = $2,898.00

In case suit be brought to collect any money due on this work order or the contract, we the undersigned will pay all costs of such action, including such reasonable attorney's fees as may be fixed by the Court.

Agreed:

(Print name)

(Contractor or Agent)

Date:

Contractor's License #

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	4/23/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Kroeker - Core drilled (7) 12" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	8.00	HR	$165.00	$1,320.00		
2.	Kroeker - Laborer	8.00	HR	$105.00	$840.00		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.							
5.							
				Subtotal Subcontract	$2,400.00	$240.00	$2,640.00

Approvals

	Subtotal	$2,640.00
0%	Bond	$0.00
	Total	**$2,640.00**

American Paving Co. | Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	4/24/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Kroeker - Core drilled (8) 12" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	8.00	HR	$165.00	$1,320.00		
2.	Kroeker - Laborer	8.00	HR	$105.00	$840.00		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.							
5.							
				Subtotal Subcontract	$2,400.00	$240.00	$2,640.00

Approvals

	Subtotal	$2,640.00
0%	Bond	$0.00
	Total	**$2,640.00**

American Paving Co. | Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	4/25/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Kroeker - Core drilled (9) 12" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	8.00	HR	$165.00	$1,320.00		
2.	Kroeker - Laborer	8.00	HR	$105.00	$840.00		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.							
5.							
				Subtotal Subcontract	$2,400.00	$240.00	$2,640.00

Approvals

	Subtotal	$2,640.00
0%	Bond	$0.00
	Total	**$2,640.00**

American Paving Co. | Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	4/29/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Kroeker - Core drilled (4) 18" DIA holes and (5) 20" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	8.00	HR	$185.00	$1,480.00		
2.	Kroeker - Laborer	8.00	HR	$105.00	$840.00		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.							
5.							
				Subtotal Subcontract	$2,560.00	$256.00	$2,816.00

Approvals

	Subtotal	$2,816.00
0%	Bond	$0.00
	Total	**$2,816.00**

American Paving Co. | Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	4/30/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Kroeker - Core drilled (6) 32" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	8.00	HR	$215.00	$1,720.00		
2.	Kroeker - Laborer	8.00	HR	$105.00	$840.00		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.							
5.							
				Subtotal Subcontract	$2,800.00	$280.00	$3,080.00

Approvals

	Subtotal	$3,080.00
0%	Bond	$0.00
	Total	**$3,080.00**

American Paving Co. | Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/1/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Kroeker - Core drilled (6) 32" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	8.00	HR	$215.00	$1,720.00		
2.	Kroeker - Laborer	8.00	HR	$105.00	$840.00		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.							
5.							
				Subtotal Subcontract	$2,800.00	$280.00	$3,080.00

Approvals

Subtotal	$3,080.00
0% Bond	$0.00
Total	**$3,080.00**

American Paving Co. | Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/2/2025
Owner/Contractor:	**City of Merced**	Attention:	
Work Description:	**Kroeker - Core drilled (4) 32" DIA holes in a 6" thick concrete slab.**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Kroeker - cored drill operator	6.50	HR	$215.00	$1,397.50		
2.	Kroeker - Laborer	6.50	HR	$105.00	$682.50		
3.	Kroeker - Equipment Mobilization	3.00	HR	$80.00	$240.00		
4.	5% Fuel Surcharge	1.00	EA	$884.00	$884.00		
5.							
				Subtotal Subcontract	$3,204.00	$320.40	$3,524.40

Approvals

	Subtotal	$3,524.40
0%	Bond	$0.00
	Total	**$3,524.40**

American Paving Co. | Owner/Contractor Representative

KROEKER INC
4627 S. CHESTNUT AVE.
FRESNO, CA 93725
Phone: (559) 237-3764
Fax: (559) 268-3366

Invoice

Customer Number
2841
Invoice Number
23731
Invoice Date
4/30/2025

RECEIVED
MAY 08 2025
By

Bill To: AMERICAN PAVING
P.O. BOX 27587
FRESNO, CA 93729
AP-APC@LYLESSC.COM

Re: AMERICAN PAVING/ COMM PARK 42
MISSION AVE & TYLER RD
DIR# 479005
MERCED, CA 95341

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
S25093		21.2304	Net 30 Days	6/7/2025

Date	Description	Quantity	U/M	Rate/Unit	Price
4/23/2025	CORE DRILLED (7) 12" DIA HOLES IN A 6" THICK CONCRETE SLAB				
	CORE DRILL OPERATOR	8.00	HR	165.00	1,320.00
	LABOR	8.00	HR	105.00	840.00
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
4/24/2025	CORE DRILLED (8) 12" DIA HOLES IN A 6" THICK CONCRETE SLAB				
	CORE DRILL OPERATOR	8.00	HR	165.00	1,320.00
	LABOR	8.00	HR	105.00	840.00
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
4/25/2025	CORE DRILLED (9) 12" DIA HOLES IN A 6" THICK CONCRETE SLAB				
	CORE DRILL OPERATOR	8.00	HR	165.00	1,320.00
	LABOR	8.00	HR	105.00	840.00
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
4/29/2025	CORE DRILLED (4) 18" DIA HOLES AND (5) 20" DIA HOLES IN A 6" THICK CONCRETE SLAB				
	CORE DRILL OPERATOR	8.00	HR	185.00	1,480.00
	LABOR	8.00	HR	105.00	840.00
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
4/30/2025	CORE DRILLED (6) 32" DIA HOLES IN A 6" THICK CONCRETE SLAB				
	CORE DRILL OPERATOR	8.00	HR	215.00	1,720.00
	LABOR	8.00	HR	105.00	840.00
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
5/1/2025	CORE DRILLED (6) 32" DIA HOLES IN A 6" THICK CONCRETE SLAB				

18,564.00



KROEKER INC
4627 S. CHESTNUT AVE.
FRESNO, CA 93725
Phone: (559) 237-3764
Fax: (559) 268-3366

Invoice

Customer Number
2841
Invoice Number
23731
Invoice Date
4/30/2025

Bill To: AMERICAN PAVING
P.O. BOX 27587
FRESNO, CA 93729
AP-APC@LYLESSC.COM

Re: AMERICAN PAVING/ COMM PARK 42
MISSION AVE & TYLER RD
DIR# 479005
MERCED, CA 95341

Job No	Customer Job No.	Customer PO	Payment Terms	Due Date
S25093		21.2304	Net 30 Days	6/7/2025

Date	Description	Quantity	U/M	Rate/Unit	Price
	CORE DRILL OPERATOR	8.00	HR	215.00	1,720.00
	LABOR	8.00	HR	105.00	840.00
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
5/2/5025	CORE DRILLED (4) 32" DIA HOLES IN A 6" THICK CONCRETE SLAB				
	CORE DRILL OPERATOR	6.50	HR	215.00	1,397.50
	LABOR	6.50	HR	105.00	682.50
	EQUIPMENT MOBILIZATION	3.00	HR	80.00	240.00
	5% FUEL SURCHARGE	1.00		884.00	884.00

Subtotal	$	18,564.00
Sales Tax (if applicable)	$	0.00
Less Retention	$	0.00
Total Due	**$**	**18,564.00**

INVOICE DUE UPON RECEIPT

We accept Visa, Master Card, American Express, and Discover
A 3% fee will be added for transactions over $2,000.
Past due accounts will be charged 8.0% per month.
Thank you for your business!

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/6/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Concrete demo.**		

Labor

	No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup
1.	1637	Felix Hernandez	CM	F	8.00	ST	$97.45	$779.60	
2.	1637	Felix Hernandez	CM	F	1.00	OT	$129.78	$129.78	
3.	3328	Vicente Gonzalez	CM	J	8.00	ST	$84.49	$675.92	
4.	2780	Ricardo Hernandez	CM	J	8.00	ST	$84.49	$675.92	
5.	5735	Refugio Chavez Barrios	CM	J	8.00	ST	$84.49	$675.92	
6.	2840	Marcos Torres Anguiana	CM	J	8.00	ST	$84.49	$675.92	
7.	3855	Jose Perez	LAB	A6	8.00	ST	$81.91	$655.28	
8.	3855	Jose Perez	LAB	A6	1.00	OT	$106.46	$106.46	
9.									
10.									
							Subtotal Labor	$4,374.80	$1,531.18 $5,905.98

Equipment

	No.	Description	Quantity	U/M	Rate	Total	15% Markup
1.	45-515	3/4 Ton Pickup, F250	8.00	HR	$40.51	$324.08	
2.	45-517	3/4 Ton Pickup, F250	8.00	HR	$40.51	$324.08	
3.	48-304	Trailer Brocks 6'x10' Dump Trailer	8.00	HR	$1.90	$15.20	
4.	77-128	Air Compressor, Atals Copco 185 cfm	8.00	HR	$26.18	$209.44	
5.							
6.							
7.							
8.							
9.							
10.							
					Subtotal Equipment	$872.80	$130.92 $1,003.72

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup
1.						
2.						
3.						
4.						
5.						
				Subtotal Materials	$0.00	$0.00 $0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup
1.						
2.						
3.						
4.						
5.						
				Subtotal Subcontract	$0.00	$0.00 $0.00

Approvals

Subtotal	$6,909.70
0% Bond	$0.00
Total	**$6,909.70**

American Paving Co. Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/8/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Concrete demo.**		

Labor

	No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup
1.	3329	Christian Hernandez	CM	J	8.00	ST	$84.49	$675.92	
2.	3855	Jose Perez	LAB	A6	8.00	ST	$81.91	$655.28	
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
							Subtotal Labor	$1,331.20	$465.92 $1,797.12

Equipment

	No.	Description	Quantity	U/M	Rate	Total	15% Markup
1.	46-106	1.0 Ton Pickup, Ford F350	8.00	HR	$40.51	$324.08	
2.	77-121	Air Compressor, Ingersoll Rand 185 cfm	8.00	HR	$26.18	$209.44	
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
					Subtotal Equipment	$533.52	$80.03 $613.55

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup
1.						
2.						
3.						
4.						
5.						
				Subtotal Materials	$0.00	$0.00 $0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup
1.						
2.						
3.						
4.						
5.						
				Subtotal Subcontract	$0.00	$0.00 $0.00

Approvals

Subtotal	$2,410.67
0% Bond	$0.00
Total	**$2,410.67**

American Paving Co. Owner/Contractor Representative

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/13/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Concrete demo. Drilled dowels and tied rebar.**		

Labor

	No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.	3329	Christian Hernandez	CM	J	8.00	ST	$84.49	$675.92		
2.	3855	Jose Perez	LAB	A6	8.00	ST	$81.91	$655.28		
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
							Subtotal Labor	$1,331.20	$465.92	$1,797.12

Equipment

	No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.	46-106	1.0 Ton Pickup, Ford F350	8.00	HR	$40.51	$324.08		
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
					Subtotal Equipment		$324.08	$48.61	$372.69

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.	White Cap - nozzle & extension simpson	1.00	LS	$87.12	$87.12		
2.	White Cap - Rental 16CF Power Buggy	1.00	LS	$92.11	$92.11		
3.							
4.							
5.							
				Subtotal Materials		$179.23	$26.88	$206.11

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Subcontract		$0.00	$0.00	$0.00

Approvals

	Subtotal	$2,375.93
0%	Bond	$0.00
	Total	**$2,375.93**

American Paving Co. | Owner/Contractor Representative

WHITE CAP

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
663 - WC CLOVIS CA (CSC)
(559) 297-6070
260 PARK CREEK DRIVE
CLOVIS CA 93611
FRESNO

INVOICE

INVOICE NUMBER
50031379717
INVOICE DATE
05/13/2025
CUSTOMER PO NUMBER
COMMUNITY PARK 42

TO VIEW AND PAY ONLINE GO TO:
http://whitecap.billtrust.com
ENROLLMENT TOKEN:
MHR GDP QBZ

TERRITORY:
SHIP TO: 10003830502

ACCOUNT # 7505000

RECEIVED
MAY 14 2025
By

AMERICAN PAVING COMPANY
PO BOX 27587
FRESNO CA 93729-7587

6100069-1
315 N THORNE AVE
FRESNO CA 93706

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
05/13/2025	65958453	CHRISTIAN HERNANDEZ	LINHOFF, MARK	BENDURE, REBEL
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
663	10003830502	NET 30 DAYS	5. WALK IN	1

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 34661287 **********	1	0	0	1	0.00	
1	137SET3G22N	22 OZ SET-3G WITH NOZZLE AND EXTENSION SIMPSON	2	39.97 EA	0	2	79.94	7.18

The White Cap Family of Brands Includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

Pay your invoices online by visiting: https://whitecap.billtrust.com

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

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Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

RECEIVED BY: CHRISTIAN SIGNATURE COPY ON FILE

TOTAL GROSS	79.94
TOTAL TAX	7.18
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	87.12

WHITE CAP

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
025 - FRESNO

(559) 294-9000
5780 E. SHIELDS AVE.
FRESNO CA 93727
FRESNO

RENTAL INVOICE

INVOICE NUMBER
10021638877
INVOICE DATE
05/14/2025
CUSTOMER PO NUMBER
21.2304

TO VIEW AND PAY ONLINE GO TO:
http://whitecap.billtrust.com
ENROLLMENT TOKEN:
MHR GDP QBZ

TERRITORY:

05/13/2025 - 05/14/2025
Rental Start Date:
Billing Cycle:

ACCOUNT # 7505000

RECEIVED
MAY 15 2025
By

SHIP TO: 10004767895

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

AMERICAN PAVING COMPANY
PO BOX 27587
FRESNO CA 93729-7587

COMMUNITY PARK 42 PROJ
MISSION AVE AND TYLER R
JOB 21.2304
MERCED CA 95341

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
05/13/2025	65978200	CHRISTIAN HERNANDEZ	LINHOFF, MARK	KING, KEENAN

BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
025	10004767895	NET 30 DAYS	0. WILL CALL	COMMUNITY PARK 42

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	
0	HDRDESC	**********	1	0	0	1	0.00	
		SHIPPING NOTES: EQ# 2628						
		**********						
3	R176WBH16F	RENTAL 16CF POWER BUGGY MULTIQUIP SERIAL NUMBER: 2628	1	85.00 EA	0	1	85.00	7.11

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Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

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For questions regarding this invoice please call (888) 888-9580

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

TOTAL GROSS	85.00
TOTAL TAX	7.11
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	92.11

RECEIVED BY: SIGNATURE COPY ON FILE

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/14/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Concrete demo.**		

Labor

	No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.	1637	Felix Hernandez	CM	F	8.00	ST	$97.45	$779.60		
2.	2840	Marcos Torres Anguiana	CM	J	8.00	ST	$84.49	$675.92		
3.	2780	Ricardo Hernandez	CM	J	8.00	ST	$84.49	$675.92		
4.										
5.										
6.										
7.										
8.										
9.										
10.										
							Subtotal Labor	$2,131.44	$746.00	$2,877.44

Equipment

	No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.	45-515	3/4 Ton Pickup, F250	8.00	HR	$40.51	$324.08		
2.	46-404	2.5 Ton Flatbed Truck, Ford F650	8.00	HR	$55.45	$443.60		
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
					Subtotal Equipment		$767.68	$115.15	$882.83

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.	Builders Concrete	1.00	LS	$1,679.28	$1,679.28		
2.							
3.							
4.							
5.							
				Subtotal Materials	$1,679.28	$251.89	$1,931.17

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Subcontract	$0.00	$0.00	$0.00

Approvals

	Subtotal	$5,691.45
0%	Bond	$0.00
	Total	**$5,691.45**

American Paving Co. | Owner/Contractor Representative

BUILDERS CONCRETE SALES
1830 S. MILLIKEN AVE., BUILDING G - ONTARIO, CA 91762
(909) 657 - 4000

INVOICE

CUSTOMER #	DATE	INVOICE NO.	PAGE
00001408	05/14/2025	350862	1

AMERICAN PAVING CO
P.O. BOX 27587
FRESNO, CA 93729

RECEIVED
MAY 20 2025
BY:

SEND PAYMENTS TO:

BUILDERS CONCRETE SALES
C/O BUILDERS CONCRETE SALES
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS / TICKET NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	per unit	TAX	TOTAL
	130876 TYLER & MISSION					MERCED		
	PO NUMBER: 122061			21.2304				
05/14	109-155334	9.50	CY	4000 6.50SK 1AGG WR	133.000		97.92	1361.42
05/14	109-155334	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		15.50	215.50
05/14	109-155334	1.00	LD	ENVIRONMENTAL FEE	40.000		3.10	43.10
05/14	109-155334	1.00	LD	ENERGY SURCHARGE	55.000		4.26	59.26
				JOB TOTAL LINE				1679.28

PRODUCT RECAP

9.50	NC40002	4000 6.50SK 1AGG WR
1.00	555	PUBLIC WORKS DELIVERY CHARGE
1.00	530	ENVIRONMENTAL FEE
1.00	521	ENERGY SURCHARGE

IF PAYMENT IS MADE BY 06/10/2025, DISCOUNT FOR INVOICE IS 20.47.

TAXABLE AMOUNT	1558.50
EXEMPT AMOUNT	0.00
SALES TAX	120.78
AMOUNT DUE	1679.28

TERMS: Net Due on Receipt. Delinquent if not paid within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and cost will be paid by the Customer.

644

Builders Concrete, Inc.

PLANT # WEIGHED AT:
5109 3169 N. Beachwood Dr. - Merced, CA
5111 17125 E. Kings Canyon Rd. - Sanger, CA
5114 3664 W. Ashlan - Fresno, CA

CUSTOMER COPY
DELIVERY TICKET
WEIGHMASTER CERTIFICATE
CONTROL NUMBER
1380618

SOLD TO: 00001408
AMERICAN PAVING CO

SHIP TO:
COMMUNITY PARK 42 On-
TYLER & MISSION MERCED 4:5
DIR#479005 **CTR**NORTHEAST CORNER OF
MISSION AVEAND TYLER RD

SPECIAL INSTRUCTIONS:

DATE	LOAD	LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLAN
14May25	4:13 AM	4:34	4:59				
PLANT NUMBER	**TICKET NUMBER**	**CPU#**	**P.O./JOB #**		**UNLOADING TIME**	**TIME ALLOWED**	**DELAY TIME**
5109	51015533	130876	122061				

TRUCK #	DRIVER	DRIVER ID#	LOAD #	LOAD SIZE	YARDS ORDERED	YARDS DELIVERED	USAGE
9173	GONZALEZ, PANCHO	640275	1	9.50	9.50	9.50	(UNKNOW

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Edgar Soto
,DEPUTY

WATER ADDED ON JOB AT CUSTOMERS REQUEST

☐ GALLONS _____

ON SITE ADDITIONS: ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUC ITS STRENGTH, ANY WATER ADDED IS AT CUSTOMER'S RISK.

CYLINDER TAKEN? ☐ YES ☐ NO

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRIC
9.50	yd	NC40002 4000 6.50SK 1AGG WR		
1.00	LD	555 PUBLIC WORKS DELIVERY CHARGE		
1.00	LD	521 ENERGY SURCHARGE		
1.00	LD	530 ENVIRONMENTAL FEE		

RVS-169

Sub Total:

SALES TAX
TICKET TOTAL
SUB TOTAL

DELAY CHARGES

ADDITIONAL CHARGES

GRAND TOTAL:

ATTENTION:
NOTICE: READ IMPORTANT INFORMATION ON THE OTHER SIDE WHICH IS INCORPORATED HEREIN BY THIS REFERENCE. THE SIGNATURE OF THE UNDERSIGNED INDICATES THAT HE HAS READ THE HEALTH WARNING NOTICE ON THIS PAGE AND AGREES WITH THE TERMS ON THE FRONT AND REAR OF THIS DOCUMENT.

X _____
CUSTOMER/CUSTOMER'S AGENT

IN COMPLIANCE WITH AB 574 READY MIXED CONCRETE MAY CONTAIN RECYCLED MATERIALS.

A $25 SERVICE CHARGE WILL BE COLLECTED ON ALL RETURNED CHECKS.

5 MINUTES PER YARD FREE UNLOADING TIME ALLOWED. ADDITIONAL UNLOADING TIME CHARGED AT CURRENT PREVAILING RATES.

Material	Design Qty	TARGET WEIGHTS Target	ACTUAL WEIGHTS Actual	% Var	% Moisture
	372 lb	3534 lb	3500 lb	-0.96%	
	1496 lb	14212 lb	14320 lb	* 0.76%	
	1324 lb	13381 lb	13360 lb	-0.16%	6.00% M
	611 lb	5805 lb	5800 lb	-0.08%	
	33 gl	201 gl	201 gl	-0.07%	
	18 oz	174 oz	172 oz	-1.06%	

Num Batches: 1

Design 0.455 Water/Cement 0.427 A To Add: 19.3 gl

Slump: 4.00 in

By signing below, the driver identified on the face of this delivery ticket certifies that the times recorded by the driver are true and correct under penalty of perjury.

Driver's Signature _____

Dispatch-Fresno: (800) 479-3664 • (559) 225-3664 • **Fax:** (559) 229-1513 | **Business Office:** (559) 225-3667 • **Fax:** (559) 225-6516
Mailing Address: P.O. Box 9129 • Fresno, CA 93790-9129

REORDER FROM: CENTRAL VALLEY BUSINESS FORMS • (800) 350-3595 • www.cvbf.com
Printed with soy ink

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/9/2025
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Pickleball Court**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	King Khan Drilling & Const., Inc.	1.00	LS	$13,195.00	$13,195.00		
2.	Norcal Outdoor Supply Co. - Aluminum ground slee	8.00	EA	$75.00	$600.00		
3.	Norcal Outdoor Supply Co. - Center pipe anchor	8.00	EA	$16.00	$128.00		
4.	Norcal Outdoor Supply Co. - Shipping	1.00	LS	$285.06	$285.06		
5.							
				Subtotal Subcontract	$14,208.06	$1,420.81	$15,628.87

Approvals

	Subtotal	$15,628.87
0%	Bond	$0.00
	Total	**$15,628.87**

American Paving Co. | Owner/Contractor Representative

TIME AND MATERIAL WORK SHEET

EXHIBIT Q

PROJECT: **Community Park 42** DATE: 5/7/2025 Work Complete: 5/9/2025

SUBCONTRACTOR: **King Khan Drilling & Const., Inc.** **Yes:** XX

LOCATION OF WORK: **Merced** PCO # **No:**

DESCRIPTION OF WORK: **Pickleball Court** IBA/COR#

WORK AUTHORIZED BY: **WORK AUTHORIZED BY:**

LABOR

NAME	WORK PERFORMED	PHASE	REG HRS	OT HRS	RATE	AMOUNT
Scott Diep	Bobcat Operator		23.1		133.5	$ 3,083.85
Cindy Estrada	Laborer		7.72		76.91	$ 593.75
Cody Howery	Laborer		23.93		89.91	$ 2,151.55
Miguel Piceno	Laborer		24.27		66.41	$ 1,611.77
Arthur Howery	Laborer		14.46		83.52	$ 1,207.70
javier Garcia	Laborer		7.98		66.41	$ 529.95

SUB-TOTAL		$ 9,178.57
LIABILITY INSURANCE @ 2%		$ 183.57
OVERHEAD & PROFIT @ 10%		$ 917.86
TOTAL:		**$ 10,280.00**

MATERIAL

DESCRIPTION	PHASE	QTY	RATE		AMOUNT
Concrete		1			$ 500.00

SUB-TOTAL		$ 500.00
LIABILITY INSURANCE @ _____% = _____		
OVERHEAD & PROFIT @ 10%		$ 50.00
TOTAL:		**$ 550.00**

EQUIPMENT

DESCRIPTION	WORK PERFORMED	PHASE	QTY	RATE		AMOUNT
Bobcat	Drilling		8	250		$ 2,000.00
Work Truck			2	75		$ 150.00

SUB-TOTAL		$ 2,150.00
LIABILITY INSURANCE @ _____% = _____		
OVERHEAD & PROFIT @ 10%		$ 215.00
TOTAL:		**$ 2,365.00**
GRAND TOTAL:		**$ 13,195.00**

Subcontractor: King Khan Drilling and Construction, Inc. DATE: 6/18/2025

Owner Representative: DATE:

APC DATE:

NorCal Outdoor Supply Co.

INVOICE #3723

Commmunity Park #42 - Extra Ground Sleeves

Norcal Outdoor Supply Co. LLC
505 Destiny Ln
San Ramon, California 94583
United States

BILL TO
American Paving Co.
Chris Williams
P.O. Box 4348
Fresno, California 93744
United States

559-268-9886 ext. 5106
CWilliams@americanpavingco.com

SHIP TO
American Paving
315 N. Thorne Avenue
Fresno, California 93706
United States

559-994-6025

Invoice Number:	3723
P.O./S.O. Number:	21.2304.05.02
Invoice Date:	April 15, 2025
Payment Due:	May 15, 2025
Amount Due (USD):	**$1,013.06**

Products	Quantity	Price	Amount
Douglas #63424 GS-24RD/ST - Aluminum Ground Sleeves for 3" post. 24" long	8	$75.00	$600.00
Douglas #63428 Center Pipe Anchor	8	$16.00	$128.00
Shipping	1	$225.00	$225.00

Subtotal:	$953.00
Merced 8.25%:	$60.06
Total:	$1,013.06
Amount Due (USD):	**$1,013.06**

Powered by wave

American Paving Co.

Extra Work Report

Project Name:	**Community Park 42**	APC Job No.:	21.2304
Project Location:	**Merced, Ca.**	Date:	5/29/25 thru 6/11/25
Owner/Contractor:	**City of Merced**	Attention:	Joe Cardoso
Work Description:	**Pickleball Court**		

Labor

No.	Name	Union	Class	Quantity	U/M	Rate	Total	35% Markup	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
						Subtotal Labor	$0.00	$0.00	$0.00

Equipment

No.	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				Subtotal Equipment	$0.00	$0.00	$0.00

Materials

	Description	Quantity	U/M	Rate	Total	15% Markup	
1.							
2.							
3.							
4.							
5.							
				Subtotal Materials	$0.00	$0.00	$0.00

Subcontract

	Description	Quantity	U/M	Rate	Total	10% Markup	
1.	Beynon Sports Surfacing, Inc.	1.00	LS	$17,563.97	$17,563.97		
2.							
3.							
4.							
5.							
				Subtotal Subcontract	$17,563.97	$1,756.40	$19,320.37

Approvals

	Subtotal	$19,320.37
0%	Bond	$0.00
	Total	**$19,320.37**

American Paving Co. | Owner/Contractor Representative

BEYNON SPORTS SURFACING, INC.
19600 SW 129th AVE.
TUALATIN, OR 97062
TIME & MATERIAL ESTIMATE

Date:	**6/27/2025**	**Change Order Number**: 01	12:00 AM	**Page 1**	**of 1**

Project Name: **Community Park 42**
Project Number (s): 2308-109
Construction Manager: **American Paving Co.**
Description of work: Additional Time & Materials for re-mobilization and re-work around sleeve locations
5/29 - 6/11

OVERTIME AUTHORIZED: Y/N	**N**					
EMPLOYEE NAME & CLASSIFICATION	REG RATE	O.T. RATE	START DATE	STOP DATE	TOTAL HOURS	LABOR COSTS
			START TIME	STOP TIME		
Crew Foreman (Carlos)	$68.62	$0.00			44.50	$3,053.59
Laborer 1 (Robert)	$65.62	$0.00			44.00	$2,887.28
Laborer 2 (Juan)	$65.62	$0.00			8.00	$524.96
Laborer 3 (Jovanni)	$65.62	$0.00			16.50	$1,082.73
Laborer 4 (Roberto)	$65.62				12.00	$787.44
Laborer 5 (Gabriel)	$65.62	$0.00			3.00	$196.86
Laborer 6 (Luis)	$65.62				6.00	$393.72
Laborer 7 (Adrian)	$65.62				9.50	$623.39
Burden 20.75%						$1,981.62
					LABOR SUB-TOTAL	**$11,531.59**

EQUIPMENT

EQUIPMENT TYPE	MONTHLY RATE	OP. COSTS	Daily Rate	START DATE / START TIME	STOP DATE / STOP TIME	TOTAL Days	ITEM COST
				START TIME	STOP TIME		
			$800.00			0.00	$0.00
			$500.00			0.00	$0.00
			$450.00			0.00	$0.00
			$600.00			0.00	$0.00
			$0.00			0.00	$0.00
			$0.00			0.00	$0.00
			$0.00			0.00	$0.00
					EQUIPMENT SUB-TOTAL		**$0.00**

MATERIALS - TRAVEL

MATERIAL	UNIT	QTY.	UNIT COST	EXT. COST
Plexipave material - Medium Green	GAL	85.00	$16.00	$1,360.00
Sand 70 mesh	lbs.	45.00	$12.00	$540.00
Court Patch Binder	GAL	20.00	$24.00	$480.00
Acrylic Resurfacer	GAL	37.00	$2.00	$74.00
Light Blue	GAL	30.00	$16.00	$480.00
Dark Blue	GAL	45.00	$16.00	$720.00
	GAL	0.00	$27.00	$0.00
Per Diem - Total Days per guy	ea	18.00	$75.00	$1,350.00
Tape	rolls	24.00	$8.00	$192.00
	ea	0.00	$22.00	$0.00
	ea			$0.00
	ea			$0.00
	yard			$0.00
	ton			$0.00
	ea			$0.00
	ea			$0.00
				$0.00
			MATERIAL SUB-TOTAL	**$5,196.00**

SUBCONTRACTOR SERVICES: PROVIDE BACK-UP DOCUMENTATION

I HERBY CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF WORK COMPLETED BY THE CONTRACTOR NAMED ON THE ABOVE DATE INDICATED

CONTRACTOR'S SIGNATURE DATE

Additional Contract Days Requested

ITEM	SUBTOT COST	OHP	TOTAL COST
LABOR	$11,531.59	$576.58	$12,108.17
EQUIP.	$0.00	$0.00	$0.00
MATLS.	$5,196.00	$259.80	$5,455.80
SUBCONTRACTOR M/U		$0.00	$0.00
TAXES			
BOND - INS	0.00%		$0.00
		TOTAL COST	**$17,563.97**

CITY OF MERCED PROJECT NO. CP220061
CHANGE ORDER NO. 3

DATE: June 27, 2024

PROJECT NAME: Community Park 42

PROJECT LOCATION: Merced, California

CONTRACTOR: American Paving Company

ADDRESS: P.O. Box 27587, Fresno CA 93729

REASON FOR CHANGE ORDER:

Additional work to add 2 additional soccer fields, 2 basketball courts. Quantity adjustment for additional asphalt per the contract unit price. Add Musco Lights, and additional work.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS: **35**

SKETCH ATTACHED: Yes

DESCRIPTION OF CHANGE:

Quantity Adjustments

Item No	Item	Unit	Quantity	Unit Price	Amount
39	Concrete Flatwork (Site Finish 'A')	SF	-723	$ 8.60	$ (6,217.80)
49	Parking Lot Curbs - Vertical/Flush - (Site Feature '23')	LF	-46	$ 20.00	$ (920.00)
54	AC Dike	LF	-116	$ 18.00	$ (2,088.00)
69	ADA Ramp with Truncated Domes (Site Feature '18')	EA	-11	$ 1,300.00	$ (14,300.00)
94	1 Gallon Shrubs	EA	-18	$ 19.40	$ (349.20)

Total for Quanity Adjustments: $ (23,875.00)

Extra Work

Item No	Item	Unit	Quantity	Unit Price	Amount
1	Chain Link Fence with concrete curb behind Soccer Goal(Site Feature '57')	LF	542	$ 107.00	$ 57,994.00
2	Field Marker Identification Signage (Site Feature '58')	EA	4	$ 1,900.00	$ 7,600.00
3	Bench (Site Feature '11')	EA	4	$ 2,200.00	$ 8,800.00
4	Soccer Goal and Net (Site Feature '16')	EA	4	$ 6,800.00	$ 27,200.00
5	Soil Preparation & Amendment	SF	226,609	$ 0.23	$ 52,120.07
6	Turf Hydroseed – Sports Field Blend	SF	226,609	$ 1.15	$ 260,600.35
7	1 Gallon Shrubs	EA	23	$ 19.40	$ 446.20
8	24" Box Trees	EA	20	$ 448.00	$ 8,960.00
9	Tree Root Barriers	LF	208	$ 6.00	$ 1,248.00
10	Landscape Maintenance Period (180 Days)	LS	1	$ 15,000.00	$ 15,000.00
11	Install Musco Lights (4 Soccer Fields)	LS	1	$ 1,076,400.00	$ 1,076,400.00
12	Dual Post Football Goal (Field 2,3 & 4) Price Adjustment	EA	6	$ 11,000.00	$ 66,000.00
13	Extra Work to Regrade Parking Lot, Move Irrigation & Demo Concrete Curb	LS	1	$ 37,600.00	$ 37,600.00
40	Asphalt Parking Lot with striping (Site Finish 'B')	SF	1420	$ 2.10	$ 2,982.00
102	Bl #102 FDR-C Process	SY	1538	$ 19.25	$ 29,606.50

Total for Extra Work **$ 1,652,557.12**

Total for Change Order No. 3 **$ 1,628,682.12**

ORIGINAL CONTRACT AMOUNT:	$	5,800,580.70
CHANGE ORDER #1 AMOUNT:	$	1,365,524.40
CHANGE ORDER #2 AMOUNT:	$	1,532,539.00
CHANGE ORDER #3 AMOUNT:	$	1,628,682.12
TOTAL PROJECT COST TO DATE:	**$**	**10,327,326.22**

256

FUNDS/ACCOUNTS VERIFIED:

#14 CP220061 ARPA Prk&CS CON CIPImp-Lnd $ 1,626,596.00
20114020-591006

#15 CP220061-PrkR-CON-CIPInfr # 2,086.12
50014000-591003

8/20/24

FINANCE OFFICE DATE V-1405

Funds available. JC 8/19/24
KR 8/20/24

ACCEPTED _____ DATE: 7/2/24

(CONTRACTOR) Stephen J. Poindexter, President & CEO

RECOMMENDED _____ DATE: 7/8/24

(CITY ENGINEER)

RECOMMENDED _____ DATE: 7/9/24

(PROJECT CHAMPION)

APPROVED As To Form _____ DATE: 7/15/2024

(CITY ATTORNEY)

AUTHORIZED _____ DATE: 8/21/24

(~~INTERIM~~ CITY MANAGER)

ATTESTED _____ DATE: 8/22/2024

(ASSISTANT/DEPUTY CITY CLERK)

(SEAL)

CITY of MERCED, CALIFORNIA
INCORPORATED APRIL 1, A.D. 1889

BID ITEM DESCRIPTIONS

BID ITEM DESCRIPTIONS

The descriptions below are general descriptions and do not include estimated quantities. See plans and bid summary for estimated quantities. Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail.

Bid Item 1 -Chain Link Fence with concrete curb behind Soccer Goals (Site Feature '57'):

The linear foot price bid for this item shall include all costs for purchase and installation of chain link fence panels, rails, posts, footings, concrete curb, and all hardware and fasteners in locations indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 2 - Field Marker Identification Signage (Site Feature '58'):

The unit price bid for this item shall include all costs for material purchase and installation of field location signage, and post and footing as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 3 - Bench (Site Feature '11'):

The unit price bid for this item shall include all costs for purchase and installation of benches, mounting hardware and adhesive, per plan details and in locations as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is notspecifically set forth in the Bid Form as a pay item.

Bid Item 4 - Soccer Goal and Net (Site Feature '16'):

The unit price bid for this item shall include all costs for purchase and installation of a dual soccer goal and net as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 5 -Soil Preparation & Amendment:

The square foot price bid for this item shall include all costs for soil testing, purchase and installation of fertilizers, organic material and soil conditioners as indicated by soil laboratory tests (contractor responsibility) and as indicated on the Drawings and Specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 6 - Turf Hydroseed- Sports Field Blend:

The square foot price bid for this item shall include all costs for soil testing, purchase and installation of fertilizers, organic material and soil conditioners as indicated by soil laboratory tests (contractor responsibility), and turf hydroseed as indicated on the planting plans, details and specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 7 -1 Gallon Shrubs:

The lump sum price bid for this item shall include all costs for purchase and installation of fertilizers, fertilizer packs, as indicated by soil laboratory tests (contractor responsibility), and purchase and installation of 1-gallon shrubs as indicated on the Drawings and Specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 8 - 24" Box Trees:

The unit price bid for this item shall include all costs for purchase and installation of fertilizers, fertilizer packs, as indicated by soil laboratory tests (contractor responsibility), stakes, tree ties, and purchase and installation of 24" box trees as indicated on the Drawings and Specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 9 - Tree Root Barriers:

The linear foot price bid for this item shall include all costs for purchase and installation of root barriers as indicated on planting plans and details. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 10 -Landscape Maintenance Period (180 Days):

The lump sum price bid for this item shall include all costs for maintaining installed landscape areas for a period of 180 days as indicated on the Drawings as well as replacements for plants and equipment. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 11 -Electrical with Musco Lights:

The lump sum price bid for this item shall include all costs for purchase and installation of a fully functional electrical power and lighting system, Musco field lights, including switchboard, panels, transformers, grounding, conduits, pullboxes, conductors, light fixtures (including poles), devices and equipment as indicated on the Drawings and Specifications within Division 26. For light poles and structures listed as bid alternate within this contract, the bidder shall provide a N16 pullbox at the termination point/location as part of base bid. This item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

END OF SECTION

315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

June 13, 2024

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: PCO #5 – Revisions to Parking Lot & Curb Grades, & futsal court grades

Please find the below pricing. APC will provide all labor, equipment, materials, bonds, and incidentals to furnish and install the revisions to the parking lot, & grade changes at the curbs and futsal court.

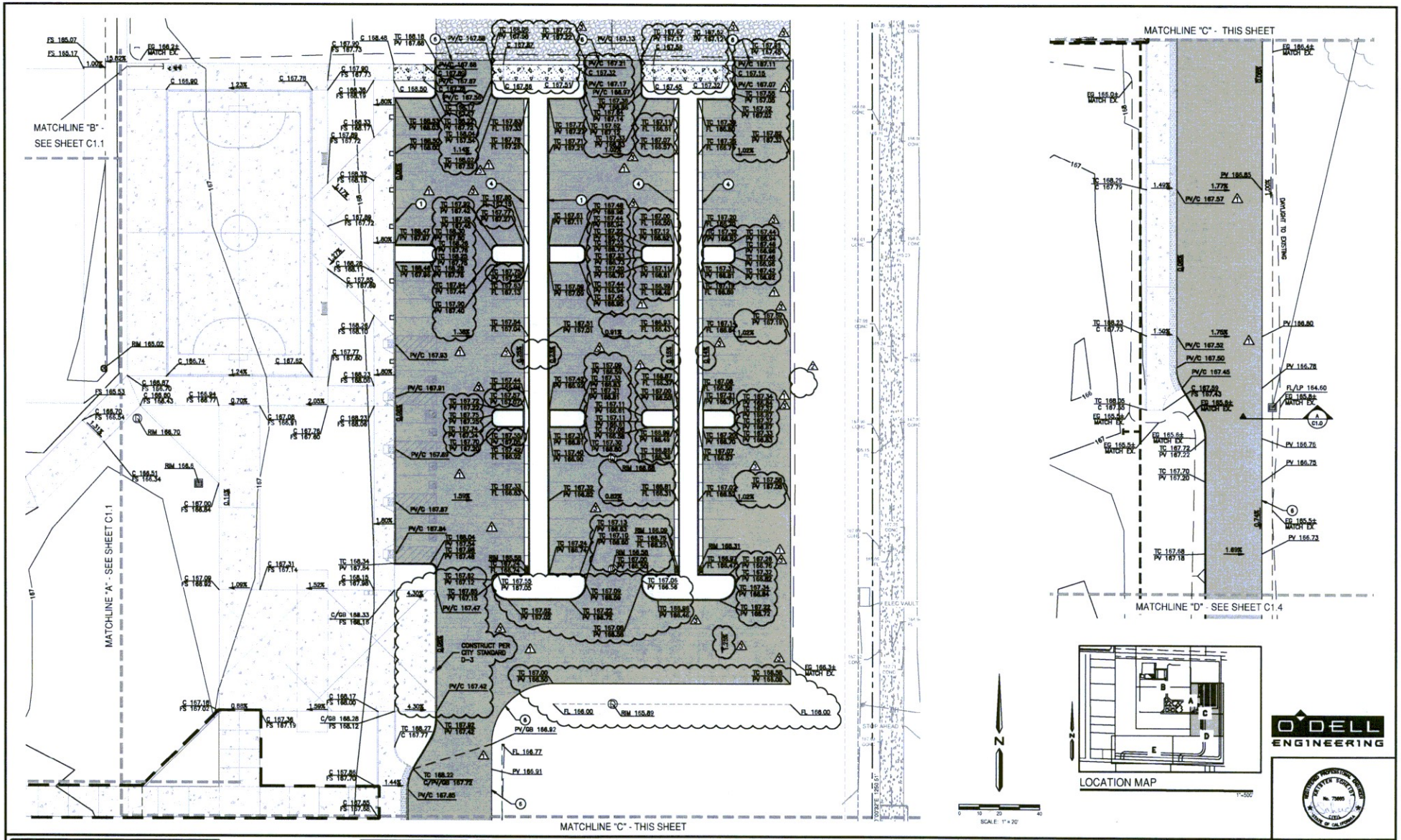
Item	Description	QTY	U.M.	Unit Price	Total
	Project Manager Supervision - APC	5	DA	$355.30	$1,776.50
	Foremen Supervision - APC	5	DA	$1,114.35	$5,571.75
	Prime Bond - APC	1	LS	$150.24	$150.24
	Labor Escalation - APC	1	LS	$319.65	$319.65
	Overhead - APC	1	LS	$2,556.01	$2,556.01
	Profit – APC	1	LS	$2,302.85	$2,302.85
	Demo Concrete Curbs	1	LS	$2,596.99	$2,596.99
	Regrade Curbs, Parking lot, Drive Entrance, Futsal Court	1	LS	$12,837.01	$12,837.01
	Move Irrigation Conduit & Boxes in Parking Lot Planters (Fresno Landscape)	1	LS	$7,000.00	$7,000.00
	Re-Stake Drive Entrance & Planters (ESP)	1	LS	$2,489.00	$2,489.00
102	BI #102 FDR-C Process	1538	SY	$19.25	$29,606.50
40	Asphalt Parking Lot with striping (Site Finish 'B')	1420	SF	$2.10	$2,982.00
39	Concrete Flatwork (Site Finish 'A')	-723	SF	($8.60)	($6,217.80)
49	Parking Lot Curbs- Vertical/ Flush- (Site Feature '23')	-46	LF	($20.00)	($920.00)
54	AC Dike	-116	LF	($18.00)	($2,088.00)
94	1 Gallon Shrubs	-18	EA	($19.40)	($349.20)
				Total	**$60,613.50**

APC will require an additional 5 working days be added to the contract duration in order to complete this work. Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.

Chris Williams

Chris Williams
Project Manager



NO.	DATE	BY	REVISION MADE
1	8/16/23	AM	ADDED SCOPE AREA REVISION
2	5/23/24	KB	REVISED PARKING LOT & CURB AREAS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

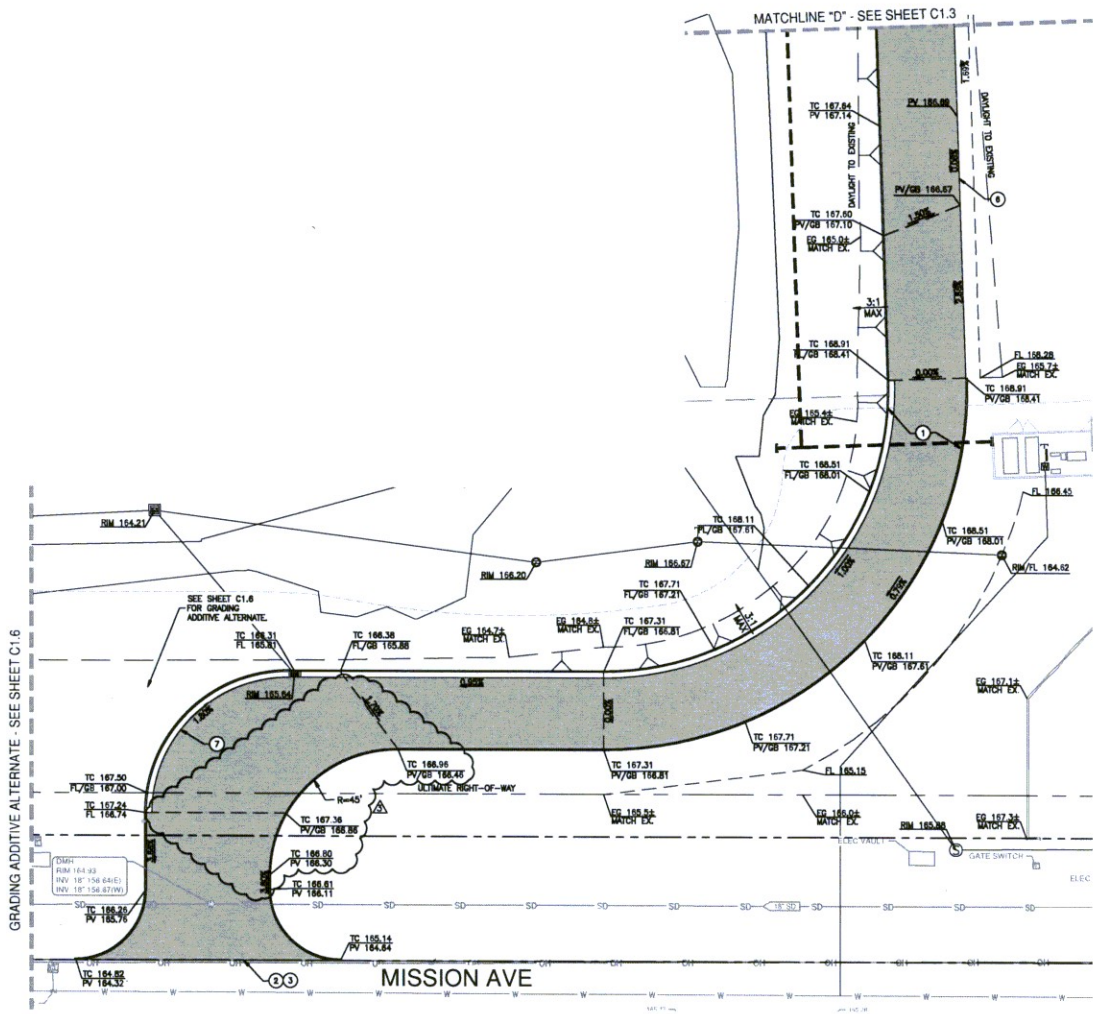
City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

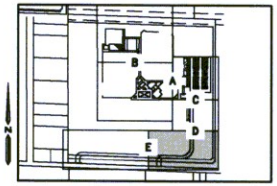
GRADING PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

O'DELL ENGINEERING

DR. BY: TF / YC	File No. 40320-GP.DWG
DATE: 01/13/2023	Sheet
CH. BY: SK/CK/JN	C1.3
DATE: 01/13/2023	12 of 75
SCALE: AS SHOWN	





LOCATION MAP

N

SCALE: 1" = 20'

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	5/23/24	KS	REVISED PARKING LOT & CURB AREAS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call TOLL FREE 1 (800) 227 - 2600

NOTE:
ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

GRADING PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JH
DATE: 01/12/2023
SCALE: AS SHOWN

File No. 4033D-GP.DWG
Sheet
C1.4
13 of 75

315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

February 14, 2024

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: PCO #4 – Musco field lighting package – R1

Please find the below pricing. APC will provide all labor, equipment, materials, bonds, and incidentals to furnish and install the Musco field lighting package. Including switchboard, panels, transformers, grounding, conduits, pull boxes, conductors, light fixtures (including poles), foundations, devices and equipment as indicated on the attached drawing.

Item	Description	QTY	U.M.	Unit Price	Total
1	Furnish and install Musco field lighting package	1	LS	$1,076,400.00	$1,076,400.00
				Total	**$1.076,400.00**

Please note that APC requires an executed change order by April 1st 2024 in order to guarantee this pricing. Pricing is subject to change after April 1st 2024.

APC will require an additional 30 working days be added to the contract duration in order to complete this work.

Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.
Chris Williams
Chris Williams
Project Manager

Portion of Bid Item 8 – Electrical with Musco Lights

SECTION 26 56 68 SPORTS FIELD LIGHTING

PART I - GENERAL

1.01 Related Documents

Drawings and general provisions of the bid documents, including general and supplementary conditions apply to this section.

1.02 Description of Work

A. The Sports Lighting section includes:
   1. Galvanized steel pole and luminaire mounting crossarms
   2. LED Luminaires, with appropriate glare/spill light control
   3. Remote driver enclosure
   4. Pole Foundations
   5. Control System

B. The purpose of this specification is to define the performance standards, product values and features, required manufacturer's service responsibilities, and design standards for City of Merced Park (CP42) in Merced, CA.

1.03 Submittals

A. It has been predetermined that these project specifications are the minimum acceptable criteria for this project. Musco Sports Lighting LLC, Total Light Control – TLC for LED™ technology is the only pre-approved equipment supplier.

B. Manufacturers requesting approval shall provide submittal information as per Section 1.03 D. Submittal information must be received 10 days prior to bid opening, approved manufacturers will be notified by addendum.

C. Submit each item in this article according to the conditions of the contract and specification section. Any deviations to the specification require the manufacturer to list and describe in detail such deviations. Failure to provide this information shall be grounds for immediate rejection.

D. Submittal information required:

   1. Light scans as per Section 1.04 of the specification.
   2. Spill scans as per Section 1.05 of the specification.
   3. Detailed warranty information as per Section 3.01 of the specification.
   4. Detail foundation design as described in Section 2.01
   5. Provide written information for the automated control system to include monitoring. Also provide examples of system reporting and access for numbers for personal contact to operate the system.
   6. The manufacturer must submit evidence in the form of a letter from a California Licensed structural engineer that the manufacturer has the ability to confirm to the California Title 24 structural design requirements. The manufacturer must provide five (5) similar pole submittal project reviews approved by the California Division of State Architecture's office in the past two (2) years. The examples are to include the D.S.A. file numbers.
   7. Lighting Manufacturer will supply certified photometric reports from Independent Testing Lab (ITL) or a Certified Lab along with an aiming angle summary for verification.

1.04 Sports Lighting Performance

A. Illumination Levels and Design Factors: The illumination levels specified shall be based on light levels for 25 years. Light levels shall not drop below specified targeted lighting levels during the specified warranty period. Appropriate light loss factors shall be applied and submitted for the basis of design.

Area of Lighting	Light Levels	Uniformity	# of Points	Size of Area	Grid Spacing
Soccer Fields 1-3	30 footcandles	2.5:1	88	330' x 225'	30' x 30'

1.05 Spill And Glare Analysis

A. Submitted spill/glare computer models shall depict the field test stations at **the property line.** The test stations shall be shown every 30' along the line with the field lights on. Bidder shall submit, as described below:

1. Horizontal footcandles: No single point shall exceed 2.5 footcandles. Models shall represent readings taken with the meter positioned horizontal 36 inches above grade.
2. Vertical footcandles: No single point shall exceed 2.75 footcandles. Models shall represent readings taken with the test cell positioned 36 inches above grade and aimed at the brightest light source.
3. Candela Readings: At 150' from the field line at 3' above grade, the max candela reading (by fixture) shall not exceed 9,100(candela). Readings taken with all fields illuminated.

B. MATERIALS

A. Pole Structural Steel

1. The pole shafts shall be high strength low alloy tapered tubular steel that is equal to current ASTM A595 standards, with galvanized coating inside and out. All connections of pole sections shall be by slip fitting the top section over the lower section by a length of at least 1.5 times the diameters.

2. Steel components of the poles shall be hot dip galvanized t current ASTM A-123. Steel portions of the pole shall be constructed such that all segments of the pole can be readily heated to like temperatures in commercially available galvanizing methods.

3. To avoid problems of galvanize adherence to differing steel alloys, all steel components used for the pole must be of the same type steel.

4. All exposed steel components of the pole shall be at least 18" above the surface of the ground to avoid exposure of the steel to the heavily moisture and oxygen laden air, both above and below the surface. There shall be a cap to cover the top of the pole so that rain will not enter the interior of the pole.

5. To avoid stress corrosion of the pole, there shall be no weld points of the steel portion of the pole within 18" of the ground. The pole shall be galvanized steel.

6. The poles for this project have been designed to withstand 95 mph winds based upon CBC-C standards. The premise of the wind speed criteria will be the 50 year mean recurrent isotach wind map. Applicable gust factors to be applied per code.

B. Foundation Design

1. The Manufacturer shall provide a stamped foundation design, prepared by a Structural Engineer, licensed in the State of California.

2. The foundation design shall be based upon recommendations contained in the Geotechnical Report furnished by the Owner. If a Geotechnical Report is not provided by the Owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by the 2022 CBC Table 1806.2.

3. It is the contractor's responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with: Providing engineered foundation embedment design by a registered engineer in the State of California for soils other than specified soil conditions. Additional materials required to achieve alternate foundation. No direct burial steel poles allowed.

4. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A. If grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

C. LED Sports Lighting Fixtures:

The lens is permanently sealed to keep optics away from harmful environmental elements. Fixture is vented and filtered to adapt to environmental elements. Heat sink with a unique convective air cooling design with high thermal conductivity and corrosion resistant construction. Machine mounted surface for maximum heat transfer of diode assembly and maintains low LED junction temperature during high wattage operation. Custom high power diode package with a metal core printed circuit board. The light control visors are factory aimed. Controls and directs more light onto the field which reduced glare and spill and enhances the on-field playability. Fixture is powder coated gray.

D. Remote Electrical Enclosure:

Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. Drivers are remote for ease of installation and servicing. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.

E. Wire Harness: Spiral wound, abrasion protection sleeve, strain relief, plug-in connections

F. Energy Consumption: The average kWh consumption for the entire facility shall not exceed 76.33kW for the lighting system.

G. Controls and Monitoring System:

1. Factory assembled lighting control cabinet (LCC) – The LCC shall be assembled and wired by a UL listed panel builder. The LCC shall contain Contactors, Monitoring and Control System and door mounted Manual off-on-auto selector switches. The LCC shall arrive at the job site ready to attach to an existing wall, switchgear, or a free standing enclosure.

a. Control Wire Terminations - The Control Wire Terminations shall include UL listed terminal blocks mounted on a DIN rail and 250 volt, 16 amp, touch safe type fuse holders.

b. The ECE shall be constructed of aluminum and shall be powder coated gray. The cabinet door shall utilize a lockable, 3 point latching assembly that provides a NEMA 4 rated seal.

c. Contactor Modules – Contactors shall be UL listed for lighting applications. They shall be rated at full capacity, be electrically held, utilize a 120 volt coil and be rated for operation in a ambient temperature range from -40 degrees C to +70 degrees C.

d. Manual off-on-auto Selector Switches – For on site manual control, three position selector switches shall be factory mounted to the ECE door. The switches shall be keyed and maintain position, with make before break contacts. The switches shall be factory wired to control terminal blocks.

e. Warranty – The LCC shall be covered under the standard warranty for the accompanying lighting equipment.

2. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (manual or auto) and contactor status (open or closed). The Monitoring System shall be factory wired to control terminal blocks.
3. Remote Lighting Control System: The Lighting Control System shall allow owners and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs. The Light Control System shall be factory wired to control terminal blocks.

3.01 Warranty

A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering materials and labor for the entire system for 25 years from the date of shipment. Warranty shall specify light levels, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

3.02 Field Technician

A. Manufacturer shall have available a local factory trained technician to provide project support including but not limited to: Lamp replacement, confirm luminaire, aiming points, troubleshoot, and educate customer maintenance personnel.

City Of Merced Park

Merced,CA

Lighting System

From Hometown to Professional



Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S1-S4	70'	70'	3	TLC-LED-1500	4.23 kW	A
		70'	2	TLC-LED-900	1.76 kW	A
S5-S6, S8	70'	70'	3	TLC-LED-1500	4.23 kW	B
		70'	2	TLC-LED-900	1.76 kW	B
S7	70'	70'	1	TLC-LED-1200	1.17 kW	B
		70'	3	TLC-LED-1500	4.23 kW	B
		70'	1	TLC-LED-900	0.88 kW	B
S9, S12	70'	70'	3	TLC-LED-1500	4.23 kW	C
		70'	2	TLC-LED-900	1.76 kW	C
S10-S11	70'	70'	3	TLC-LED-1500	4.23 kW	C
		70'	3	TLC-LED-1500	4.23 kW	F
		70'	2	TLC-LED-900	1.76 kW	C
		70'	2	TLC-LED-900	1.76 kW	F
S13-S14	70'	70'	3	TLC-LED-1500	4.23 kW	F
		70'	2	TLC-LED-900	1.76 kW	F
14			***80***		***96.13 kW***	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Soccer 1	23.96 kW	20
B	Soccer 2	24.25 kW	20
C	Soccer 3	23.96 kW	20
F	Soccer 4	23.96 kW	20

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	31
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	48
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	1

Single Luminaire Amperage Draw Chart

Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Property Line Spill	Horizontal	0	0	0.05	0.00		A,B,C,D,E, F	80
Property Line Spill	Max Candela (by Fixture)	321	0	3734	0.00		A,B,C,D,E, F	80
Property Line Spill	Max Vertical Illuminance Metric	0.01	0	0.12	0.00		A,B,C,D,E, F	80
Soccer 1	Horizontal Illuminance	30.6	26	35	1.36	1.18	A	20
Soccer 2	Horizontal Illuminance	30.7	23	36	1.54	1.33	B	20
Soccer 3	Horizontal Illuminance	30.8	25	37	1.52	1.23	C	20
Soccer 4	Horizontal Illuminance	30.3	23	35	1.54	1.32	F	20

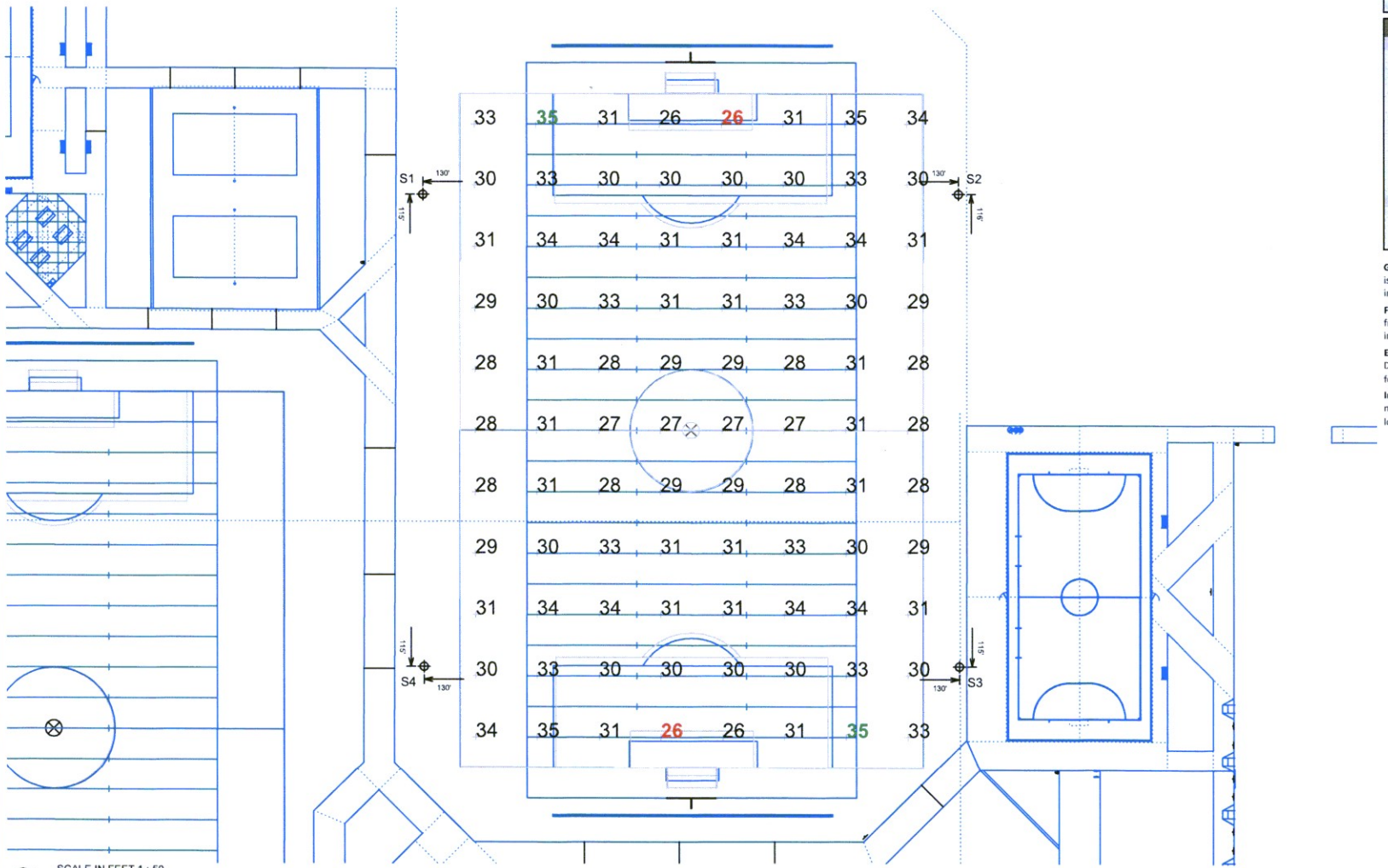
ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-900	2	2	0
4	TOTALS					20	20	0



SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Soccer 1**
Size:	330' x 225'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	30.59
Maximum:	35
Minimum:	26
Avg / Min:	1.19
Guaranteed Max / Min:	**2.5**
Max / Min:	1.36
UG (adjacent pts):	1.20
CU:	0.82
No. of Points:	88

LUMINAIRE INFORMATION

Applied Circuits:	A
No. of Luminaires:	**20**
Total Load:	23.96 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

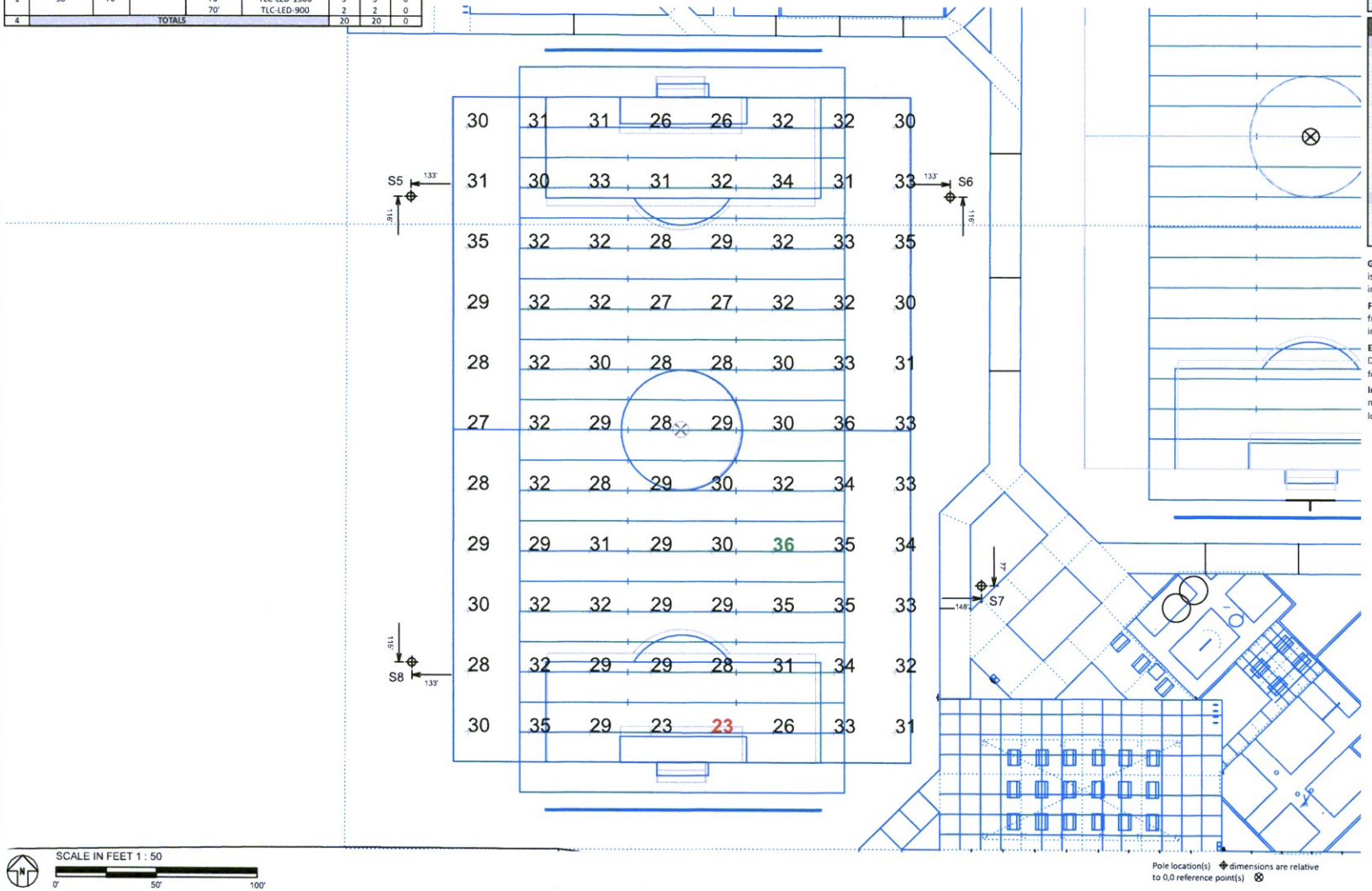
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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	S5-S6	70'	-	70'	TLC-LED-900	2	2	0
				70'	TLC-LED-1500	3	3	0
1	S7	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-1200	1	1	0
				70'	TLC-LED-900	1	1	0
1	S8	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-900	2	2	0
4	TOTALS					20	20	0



SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ✥ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Soccer 2**
Size:	330' x 225'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	30.70
Maximum:	36
Minimum:	23
Avg / Min:	1.32
Guaranteed Max / Min:	**2.5**
Max / Min:	1.54
UG (adjacent pts):	1.24
CU:	0.80
No. of Points:	88

LUMINAIRE INFORMATION

Applied Circuits:	B
No. of Luminaires:	**20**
Total Load:	24.25 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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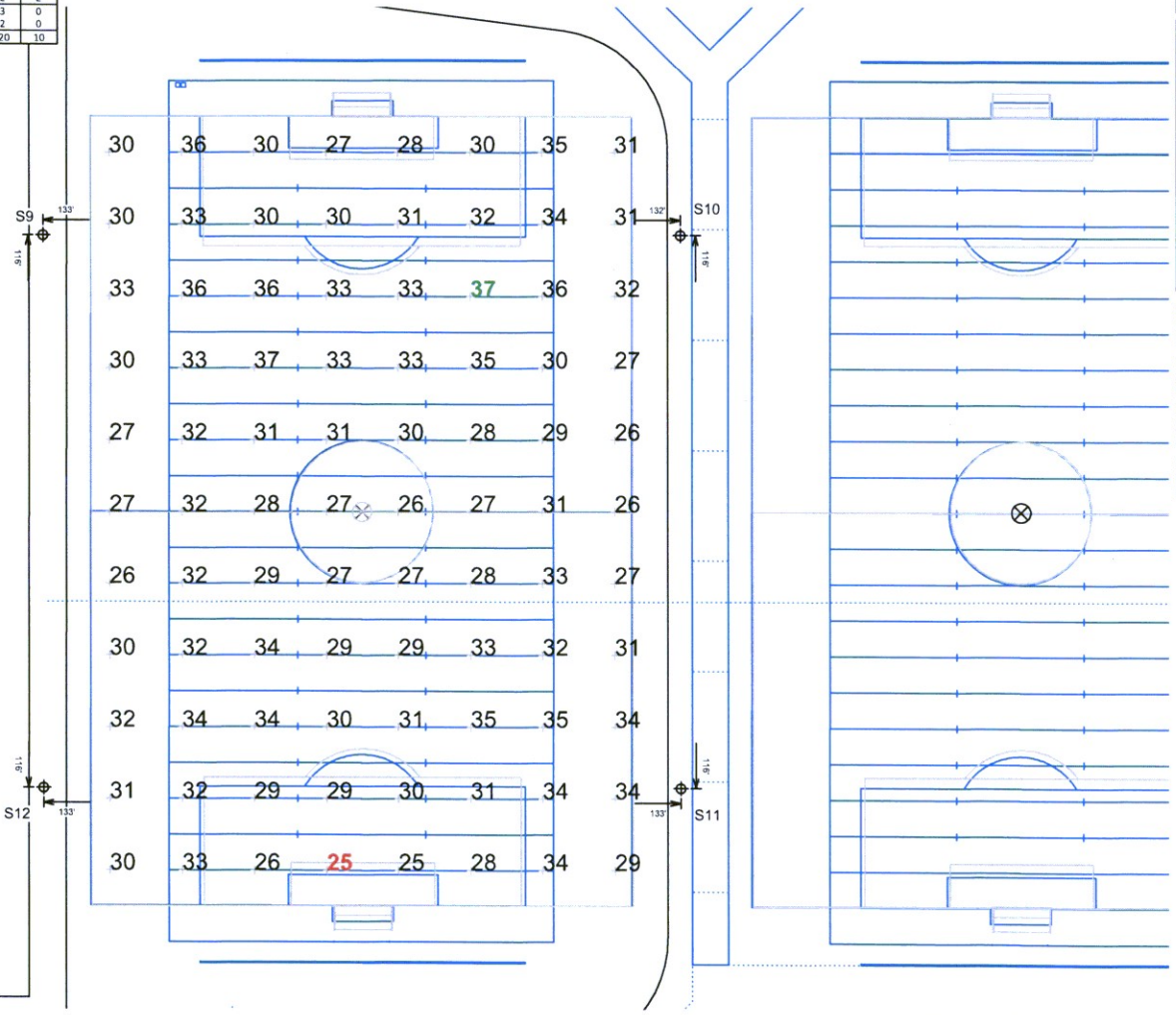
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole QTY	Pole LOCATION	Pole SIZE	Pole GRADE ELEVATION	Luminaires MOUNTING HEIGHT	Luminaires LUMINAIRE TYPE	Luminaires QTY / POLE	Luminaires THIS GRID	Luminaires OTHER GRIDS
1	S9	70'	-	70'	TLC-LED-900	2	2	0
				70'	TLC-LED-1500	3	3	0
1	S10	70'	-	70'	TLC-LED-900	2/2*	2	2
				70'	TLC-LED-1500	3/3*	3	3
1	S11	70'	-	70'	TLC-LED-1500	3/3*	3	3
				70'	TLC-LED-900	2/2*	2	2
1	S12	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-900	2	2	0
4	TOTALS					30	20	10

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Soccer 3**
Size:	330' x 225'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	30.84
Maximum:	37
Minimum:	25
Avg / Min:	1.26
Guaranteed Max / Min:	**2.5**
Max / Min:	1.52
UG (adjacent pts):	1.24
CU:	0.83
No. of Points:	88

LUMINAIRE INFORMATION

Applied Circuits:	C
No. of Luminaires:	**20**
Total Load:	23.96 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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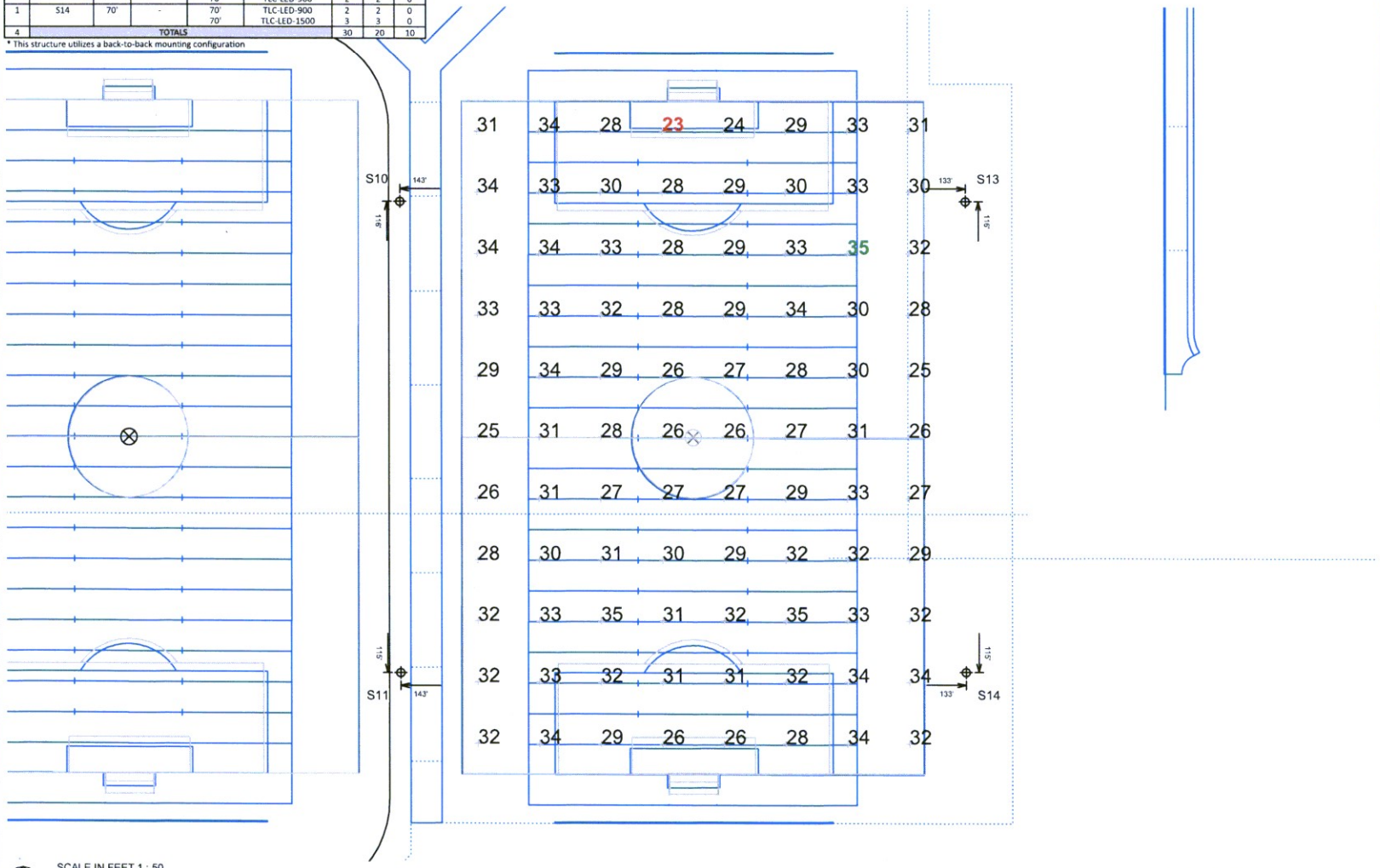
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S10	70'	-	70'	TLC-LED-900	2/2*	2	2
				70'	TLC-LED-1500	3/3*	3	3
1	S11	70'	-	70'	TLC-LED-1500	3/3*	3	3
				70'	TLC-LED-900	2/2*	2	2
1	S13	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-900	2	2	0
1	S14	70'	-	70'	TLC-LED-900	2	2	0
				70'	TLC-LED-1500	3	3	0
4	TOTALS					30	20	10

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 50

0' 50' 100'

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Soccer 4**
Size:	330' x 225'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	30.27
Maximum:	35
Minimum:	23
Avg / Min:	1.32
Guaranteed Max / Min:	**2.5**
Max / Min:	1.54
UG (adjacent pts):	1.23
CU:	0.81
No. of Points:	88

LUMINAIRE INFORMATION

Applied Circuits:	F
No. of Luminaires:	**20**
Total Load:	23.96 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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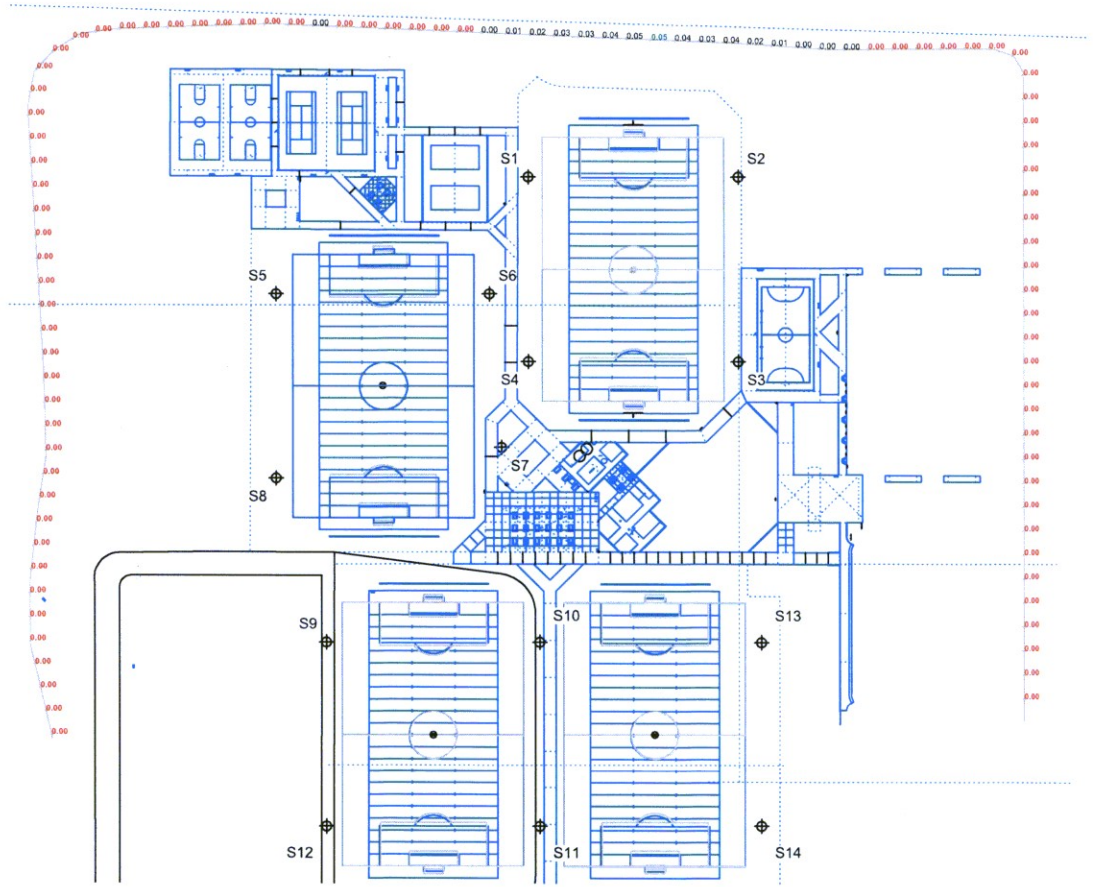
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
7	S1-S4, S8	70'	-	70'	TLC-LED-900	2	2	0
	S12-S13			70'	TLC-LED-1500	3	3	0
1	S7	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-1200	1	1	0
				70'	TLC-LED-900	1	1	0
1	S10	70'	-	70'	TLC-LED-900	2/2*	4	0
				70'	TLC-LED-1500	3/3*	6	0
1	S11	70'	-	70'	TLC-LED-1500	3/3*	6	0
				70'	TLC-LED-900	2/2*	4	0
4	S14	70'	-	70'	TLC-LED-900	2	2	0
	S5-S6, S9			70'	TLC-LED-1500	3	3	0
14	TOTALS					80	80	0

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 150

0' 150' 300'

Pole location(s) ✦ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Property Line Spill**
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	0.0037
Maximum:	0.05
Minimum:	0.00
No. of Points:	97

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D, E, F
No. of Luminaires:	**80**
Total Load:	96.13 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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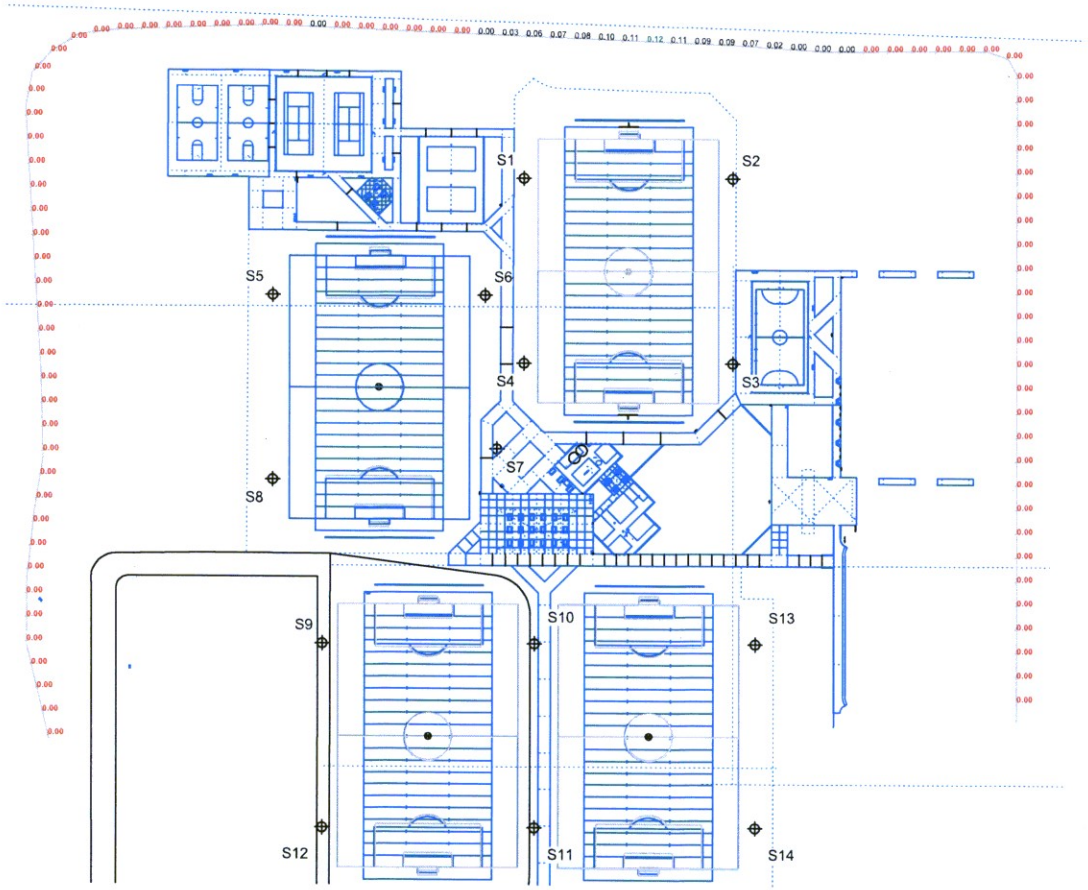
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
7	S1-S4, S8	70'	-	70'	TLC-LED-900	2	2	0
	S12-S13			70'	TLC-LED-1500	3	3	0
1	S7	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-1200	1	1	0
				70'	TLC-LED-900	1	1	0
1	S10	70'	-	70'	TLC-LED-900	2/2*	4	0
				70'	TLC-LED-1500	3/3*	6	0
1	S11	70'	-	70'	TLC-LED-1500	3/3*	6	0
				70'	TLC-LED-900	2/2*	4	0
4	S14	70'	-	70'	TLC-LED-900	2	2	0
	S5-S6, S9			70'	TLC-LED-1500	3	3	0
14	TOTALS					80	80	0

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 150

0' 150' 300'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Property Line Spill**
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAX VERTICAL FOOTCANDLES

	Entire Grid
Scan Average:	0.0099
Maximum:	0.12
Minimum:	0.00
No. of Points:	97

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D, E, F
No. of Luminaires:	**80**
Total Load:	96.13 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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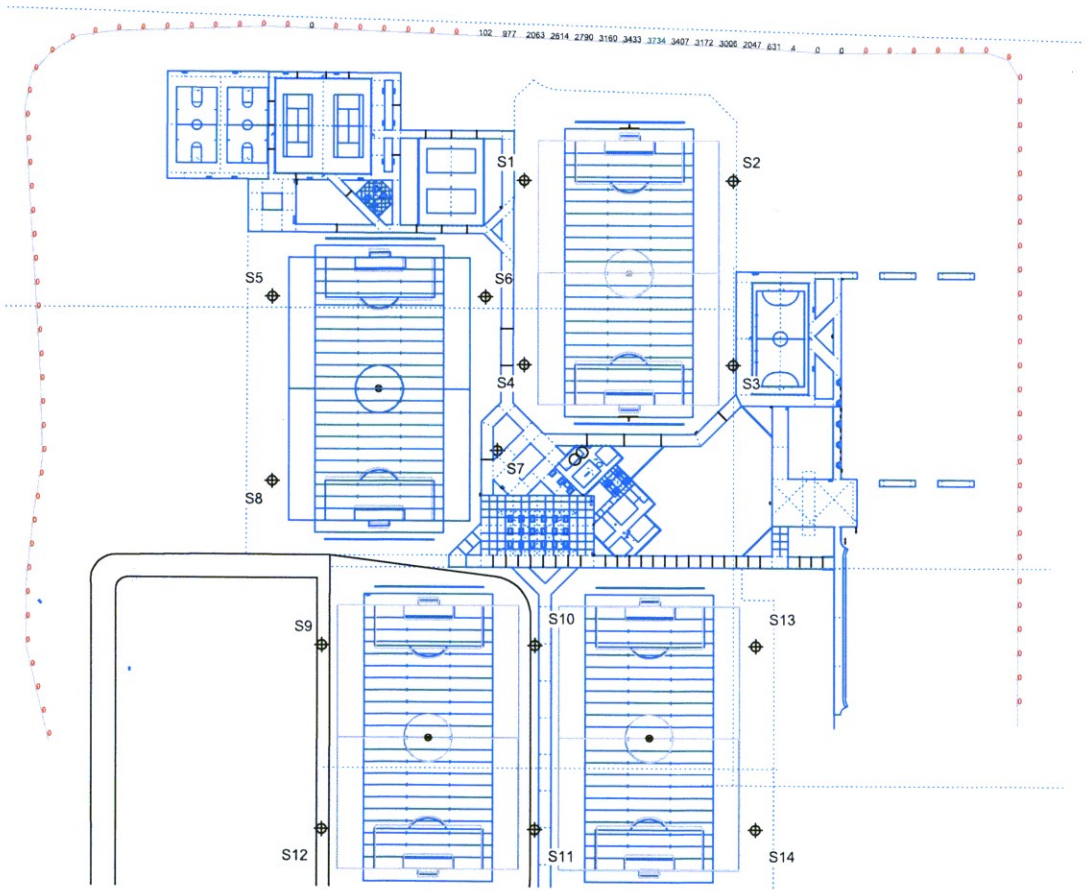
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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
7	S1-S4, S8	70'	-	70'	TLC-LED-900	2	2	0
	S12-S13			70'	TLC-LED-1500	3	3	0
1	S7	70'	-	70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-1200	1	1	0
				70'	TLC-LED-900	1	1	0
1	S10	70'	-	70'	TLC-LED-900	2/2*	4	0
				70'	TLC-LED-1500	3/3*	6	0
1	S11	70'	-	70'	TLC-LED-1500	3/3*	6	0
				70'	TLC-LED-900	2/2*	4	0
4	S14	70'	-	70'	TLC-LED-900	2	2	0
	S5-S6, S9			70'	TLC-LED-1500	3	3	0
14	TOTALS					80	80	0

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 150

0' 150' 300'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

City Of Merced Park

Merced,CA

GRID SUMMARY

Name:	**Property Line Spill**
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

CANDELA (PER FIXTURE)

	Entire Grid
Scan Average:	321.0423
Maximum:	3733.76
Minimum:	0.00
No. of Points:	97

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D, E, F
No. of Luminaires:	**80**
Total Load:	96.13 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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City Of Merced Park

Merced,CA

EQUIPMENT LAYOUT

INCLUDES:

- Soccer 1
- Soccer 2
- Soccer 3
- Soccer 4

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

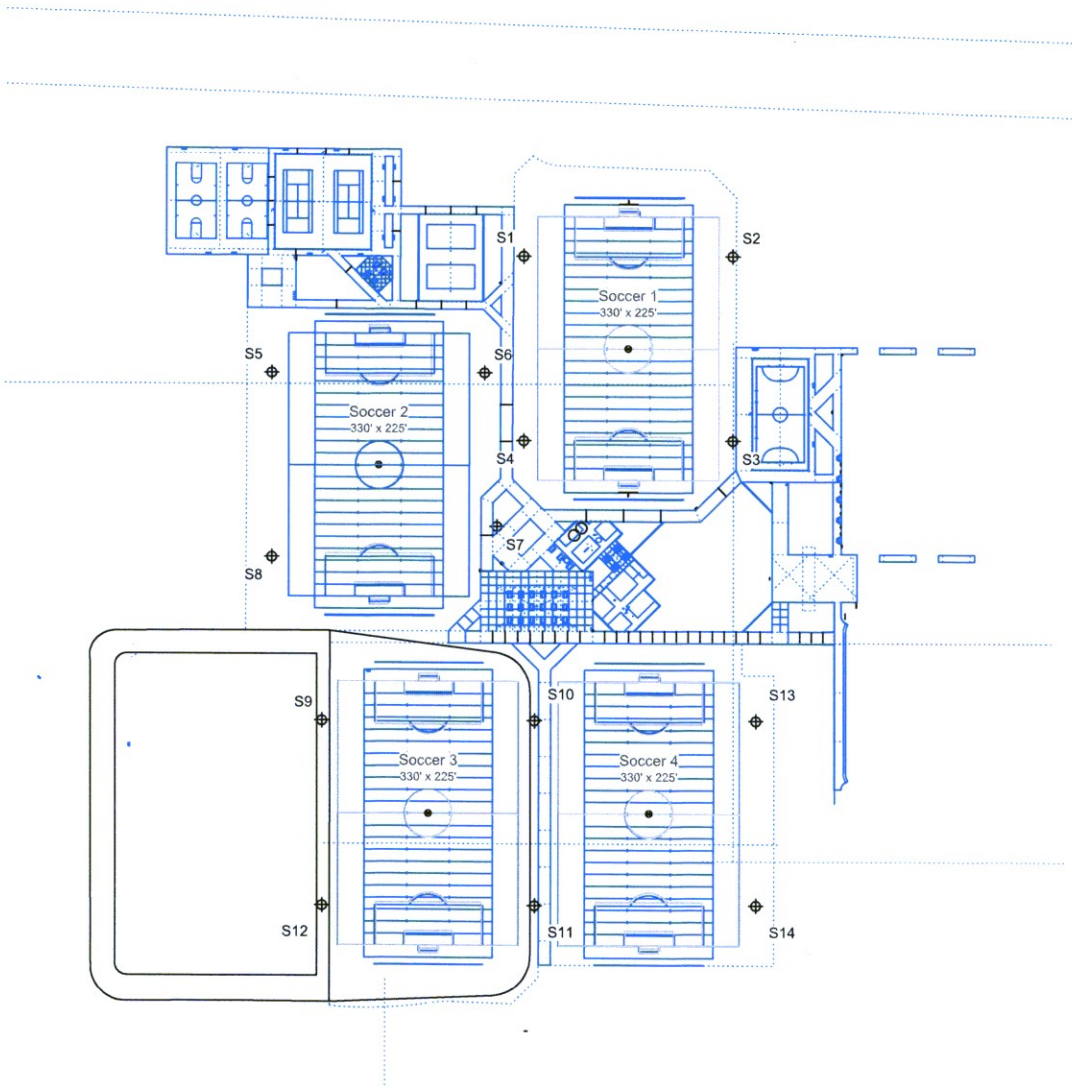
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
7	S1-S4, S8 S12-S13	70'	-	70'	TLC-LED-900	2
				70'	TLC-LED-1500	3
1	S7	70'	-	70'	TLC-LED-1500	3
				70'	TLC-LED-1200	1
				70'	TLC-LED-900	1
1	S10	70'	-	70'	TLC-LED-900	2/2*
				70'	TLC-LED-1500	3/3*
1	S11	70'	-	70'	TLC-LED-1500	3/3*
				70'	TLC-LED-900	2/2*
4	S14 S5-S6, S9	70'	-	70'	TLC-LED-900	2
				70'	TLC-LED-1500	3
14	TOTALS					80

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0



SCALE IN FEET 1 : 150

0' 150' 300'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Aaron Rose · File #218073C · 06-Feb-24

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CITY OF MERCED PROJECT NO. CP220061
CHANGE ORDER NO. 2

DATE: October 3, 2023

PROJECT NAME: Community Park 42

PROJECT LOCATION: Merced, California

CONTRACTOR: American Paving Company

ADDRESS: P.O. Box 27587, Fresno CA 93729

REASON FOR CHANGE ORDER:

Additional work to add underground electrical, water. Quantity adjustment for additional asphalt per the contract unit price.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS: 40

SKETCH ATTACHED: Yes

DESCRIPTION OF CHANGE:

Quantity Adjustments

Item No	Item	Unit	Quantity	Unit Price	Amount
1	Portable Changeable Message Signs (base bid Item 7)	LS	-1	$ 15,000.00	$ (15,000.00)
2	Storm Drain Manholes (base bit Item 18)	EA	2	$ 3,500.00	$ 7,000.00
3	6" Sewer (Additional Sewer lines) (base bid Item 23)	LF	1391	$ 167.00	$ 232,297.00
4	Sewer Manhole (base bid Item 24)	EA	3	$ 5,000.00	$ 15,000.00
5	10" Water Line (Offsite) (base bid Item 33)	LF	-499	$ 90.00	$ (44,910.00)
6	Credit for deletion of Polyolefin under concrete (base bid & CCO#1)	LS	-1	$ 41,900.00	$ (41,900.00)
7	Credit for Storm Drain Pipe Substituion of ADS (12" & Above)	LS	-1	$ 47,000.00	$ (47,000.00)

Total for Quanity Adjustments: $ 105,487.00

Extra Work

Item No	Item	Unit	Quantity	Unit Price	Amount
1	Surveying Services	LS	1	$ 9,200.00	$ 9,200.00
2	Soil Import	LS	1	$ 112,200.00	$ 112,200.00
3	Site Grading (Rough/ Fine)	SF	259,710	$ 1.55	$ 402,550.50
4	12" Storm Drain	LF	38	$ 80.00	$ 3,040.00
5	Storm Drain Area Drains	EA	1	$ 2,400.00	$ 2,400.00
6	Connect to Existing Storm Drain	LS	1	$ 3,200.00	$ 3,200.00
7	Electrical	LS	1	$ 401,500.00	$ 401,500.00
8	Concrete Flatwork (Site Finish 'A')	SF	23,666	$ 9.50	$ 224,827.00
9	Plexipave Surfacing Basketball Court (Site Finish 'J')	SF	9,400	$ 2.00	$ 18,800.00
10	Plexipave Surfacing Basketball Court Striping (Site Finish 'K')	LF	1,100	$ 2.00	$ 2,200.00
11	Plexipave Surfacing Basketball Court Perimeter (Site Finish 'L')	SF	4,625	$ 2.00	$ 9,250.00
12	2x4 Header at Limit of Phase 1 (Site Feature '50')	LF	1,477	$ 15.00	$ 22,155.00
13	Basketball Poles, Backboard, and Rim (Site Feature '59')	EA	4	$ 9,000.00	$ 36,000.00
14	Irrigation System	SF	226,609	$ 0.60	$ 135,965.40
15	Extra Work to Connect to MID transformer	LS	1	$ 18,300.00	$ 18,300.00
16	Extra Work to relocate 6" & 12" force main	LS	1	$ 12,250.00	$ 12,250.00
17	Extra Work to remove & replace crushed rock for underground	LS	1	$ 1,414.10	$ 1,414.10
18	Extra Work to relocated storm drain @ Well Site 20	LS	1	$ 11,800.00	$ 11,800.00

Total for Extra Work **$ 1,427,052.00**

Total for Change Order No. 2 **$ 1,532,539.00**

ORIGINAL CONTRACT AMOUNT:	$	5,800,580.70
CHANGE ORDER #1 AMOUNT:	$	1,365,524.40
CHANGE ORDER #2 AMOUNT:	$	1,532,539.00
TOTAL PROJECT COST TO DATE:	$	**8,698,644.10**

256
see attachment memo

FUNDS/ACCOUNTS VERIFIED:

CP220061 PrkR CON CIPImp-Lnd	$ 20,000.00
CP220061 WWS CON CIPnfr	$ 174,297.00
CP220061 ARPAPrk&CS CON CIPInfr	$ 423,780.00
CP220061 ARPAPrk&CS CON CIPImp-Lnd	$ 914,462.00
	$ 1,532,539.00

02/23/24

FINANCE OFFICE DATE V-1405
Funds available. de 2/22/24
see attached memo. FL 2/22/24

ACCEPTED _____
(CONTRACTOR) Stephen J. Poindexter, President DATE: 11/16/23

RECOMMENDED _____
(CITY ENGINEER) DATE: 11/21/23

RECOMMENDED _____
(PROJECT CHAMPION) DATE: 11/21/23

APPROVED _____
(CITY ATTORNEY) DATE: 11/30/23

AUTHORIZED _____
(CITY MANAGER) DATE: 2/23/24

ATTESTED _____
(ASSISTANT/DEPUTY CITY CLERK) DATE: 2.23.2024

(SEAL)

CITY of MERCED, CALIFORNIA
INCORPORATED APRIL 1, A.D. 1889

AMERICAN PAVING CO.

REQUEST FOR INFORMATION

RFI NO: 1

PROJECT: Community Park 42
AMERICAN PAVING CO. JOB NO. 21.2304

DATE: July 28, 2023

TO: City of Merced
CARE OF: Joe Cardoso
678 W 18th St
Merced, CA 95340
(209) 388-7508

FROM: American Paving Co.
Chris Williams
P.O. Box 27587
Fresno, CA 93729
(559) 268-9886

FILING: APC RFI# 001

ATTN: Joe Cardoso

REF. SPECIFICATION:
Bid Item #23 - 6" Sewer
DRAWING: C2.1, C2.2, C2.3, C2.4, C2.5,C2.6

POTENTIAL IMPACTS:
__X___SCHED _____LABOR
__X___MAT'L _____NO IMPACT
_____OTHER

RFI SUBMITTED BY: Chris Williams
NEED REPLY BY: August 11, 2023

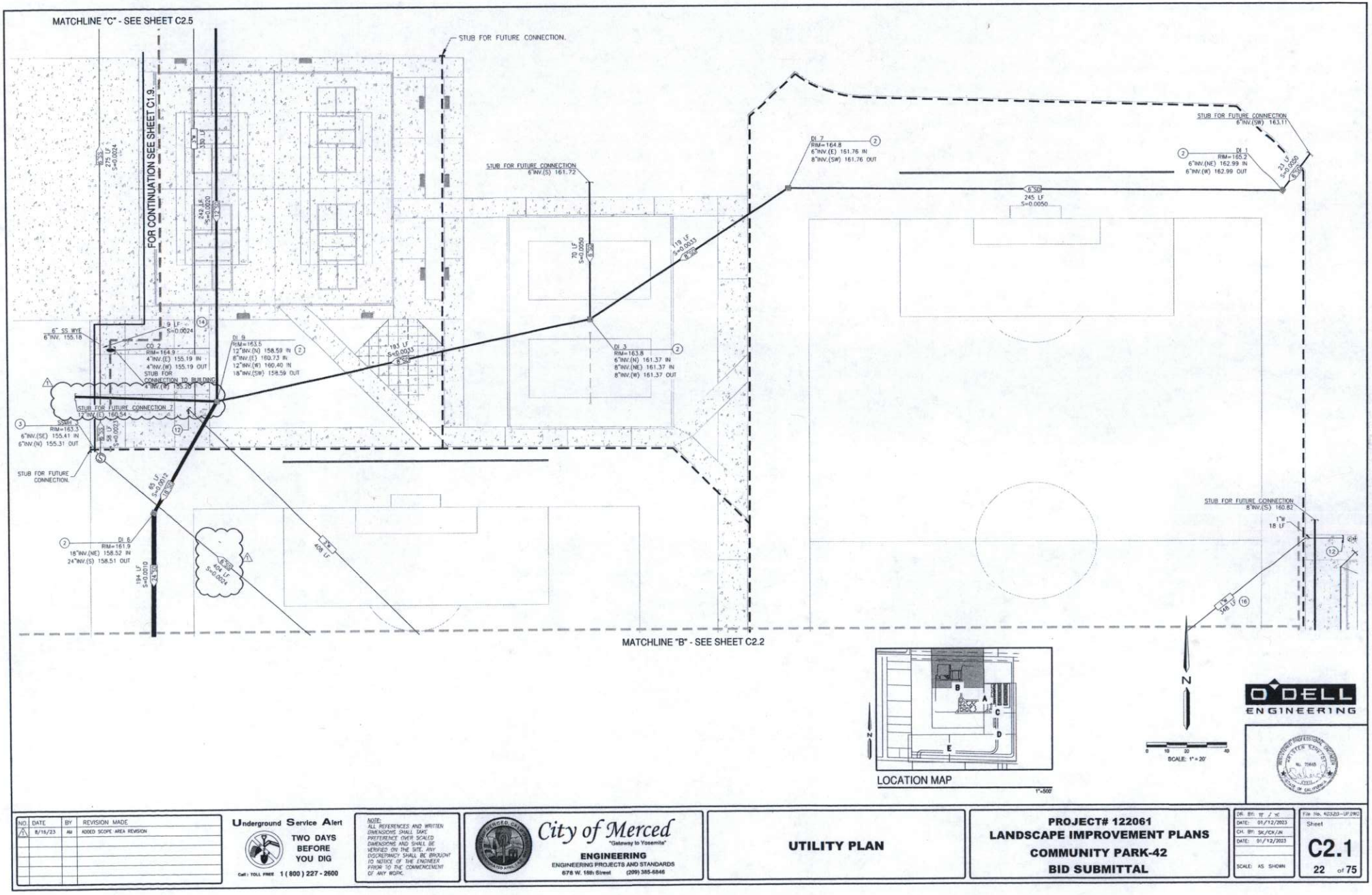
REQUEST: Bid Item # 23 - 6" Sewer shows a quantity of 1,170 LF. When we preformed our take off, we found 2,830LF shown on the plans. That's an additional 1,660LF. Please verify quantities.

REPLY: See sheets C2.1 to C2.5 and C2.7 to C2.8 Rev 1 dated 8/16/23 showing revised sewer line routing between concession building and well site 20. Line item 23 on Bid Schedule A to be updated to 2,561 LF.

FIRM: O'Dell Engineering SIGNED: *Angel Mariscal* DATE: 8/16/2023

CC:

✓ CLARIFICATION ONLY
_____CHANGE IN CONTRACT
_____ENGINEER CHANGE
_____OTHER_____



NO.	DATE	BY	REVISION MADE
1	8/15/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

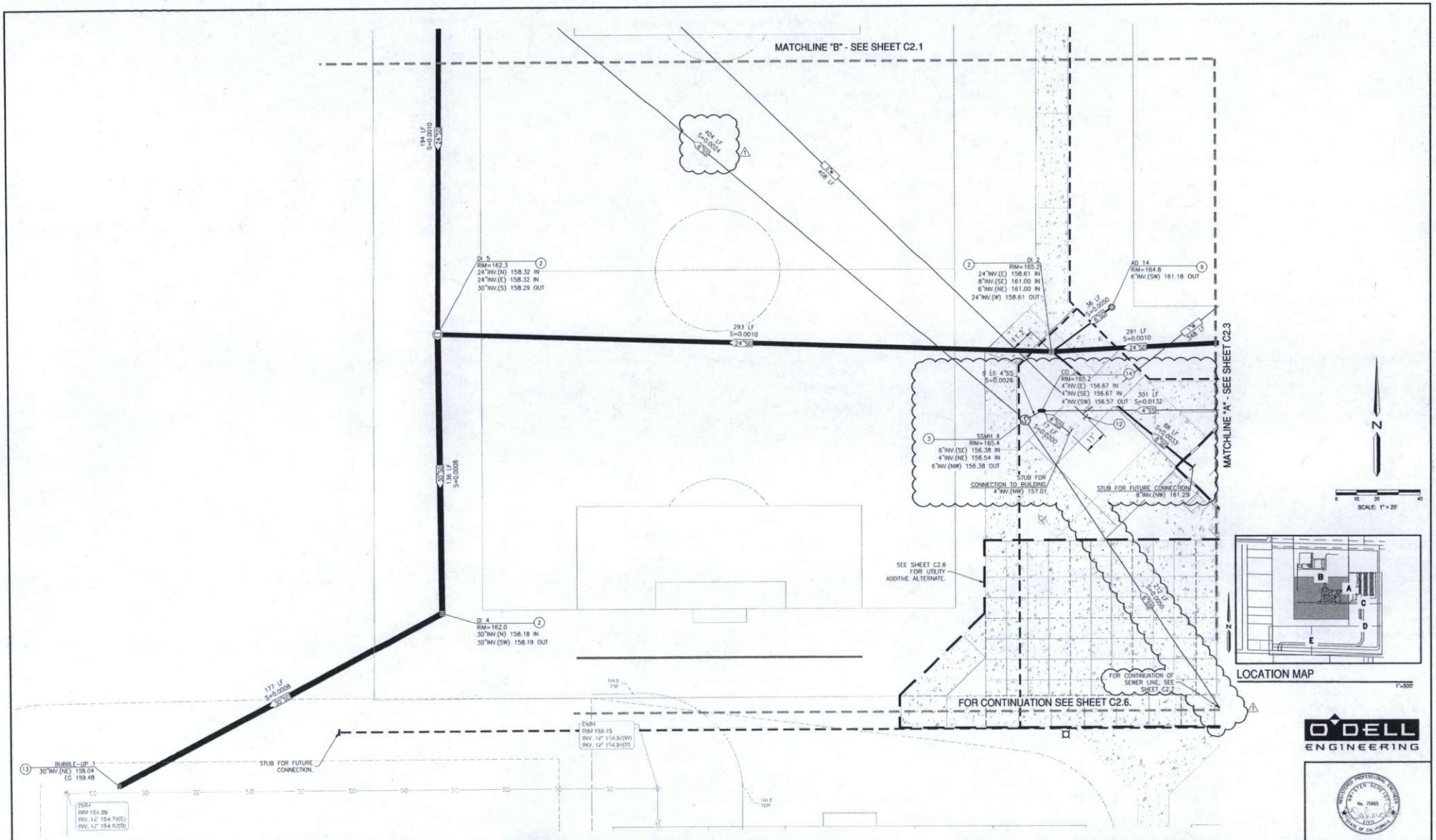
City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: AS SHOWN

File No. 423123-UP.DWG
Sheet
C2.1
22 of 75



O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	8/16/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

NOTE:
ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

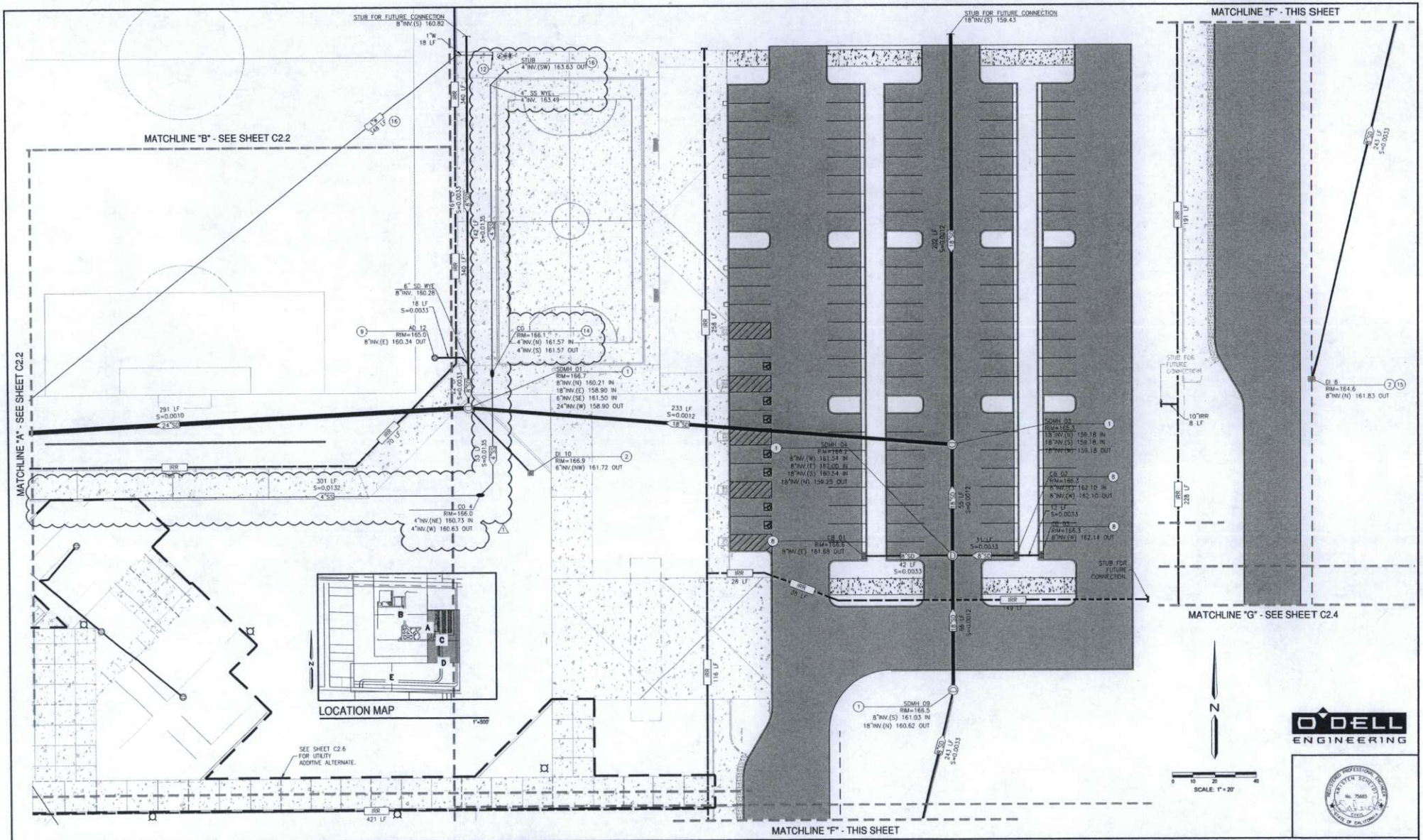
UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY:	YF / YC
DATE:	01/12/2023
CH. BY:	SK/CK/JN
DATE:	01/12/2023
SCALE:	AS SHOWN

File No. 40320-UP.DWG
Sheet
C2.2
23 of 75

675



O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	8/16/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

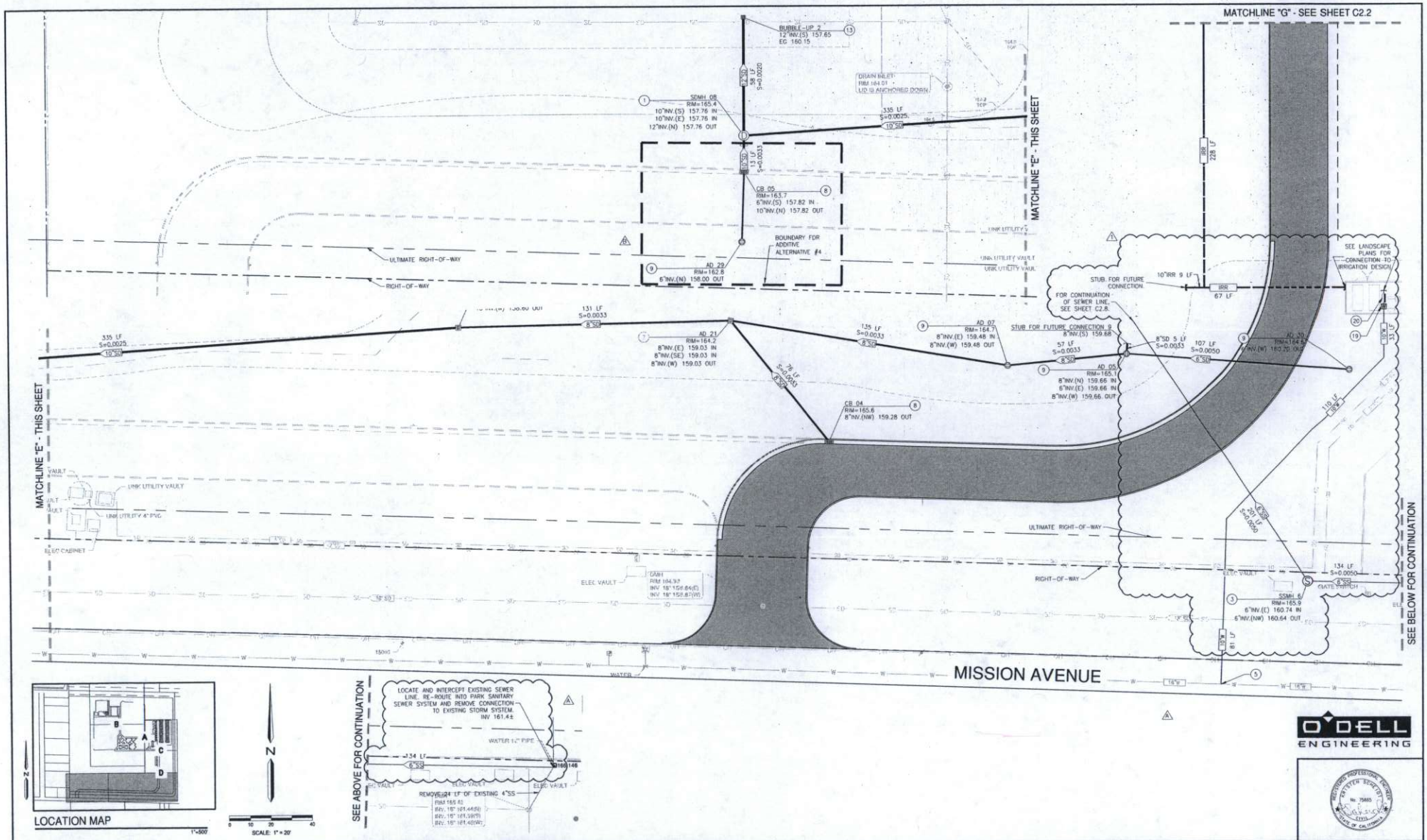
UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: SF / YC	DATE: 01/12/2023
CH. BY: SK/DK/JN	DATE: 01/12/2023
SCALE: AS SHOWN	

File No. 40320-UP.DWG
Sheet C2.3
24 of 75

676



NO	DATE	BY	REVISION MADE
1	2/3/23	KS	ADDENDUM #3
2	2/21/23	KS	ADDENDUM #4
3	6/16/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

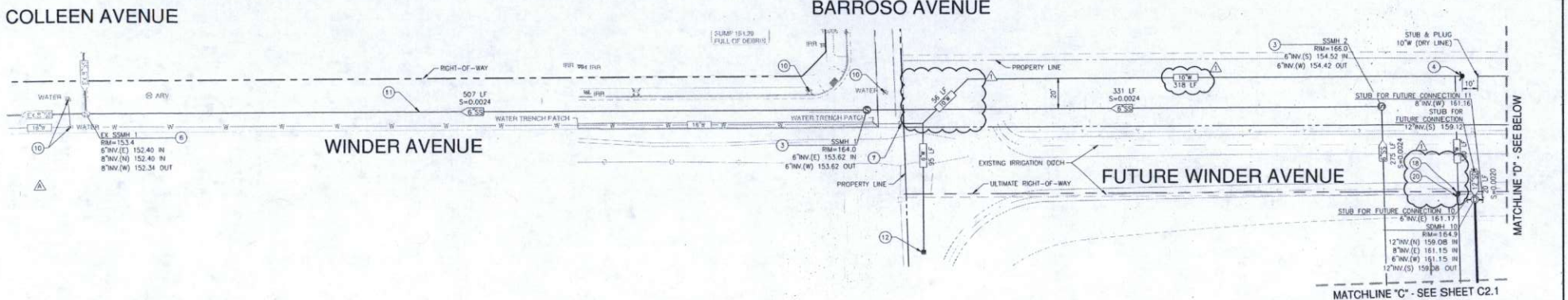
UTILITY PLAN

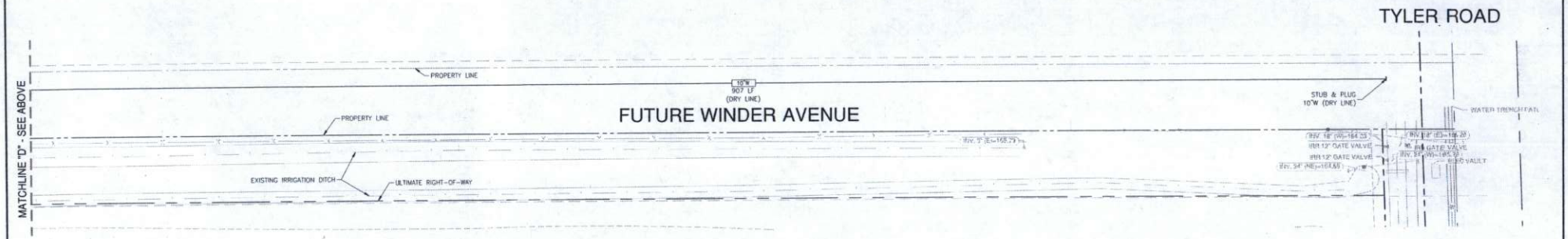
PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

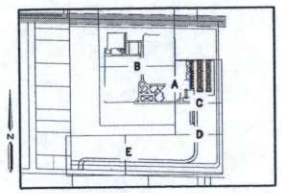
DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JH
DATE: 01/12/2023
SCALE: AS SHOWN

File No. 40320-UP.DWG
Sheet
C2.4
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O'DELL ENGINEERING







LOCATION MAP

1"=500'

N

SCALE: 1" = 30'

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	8/16/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

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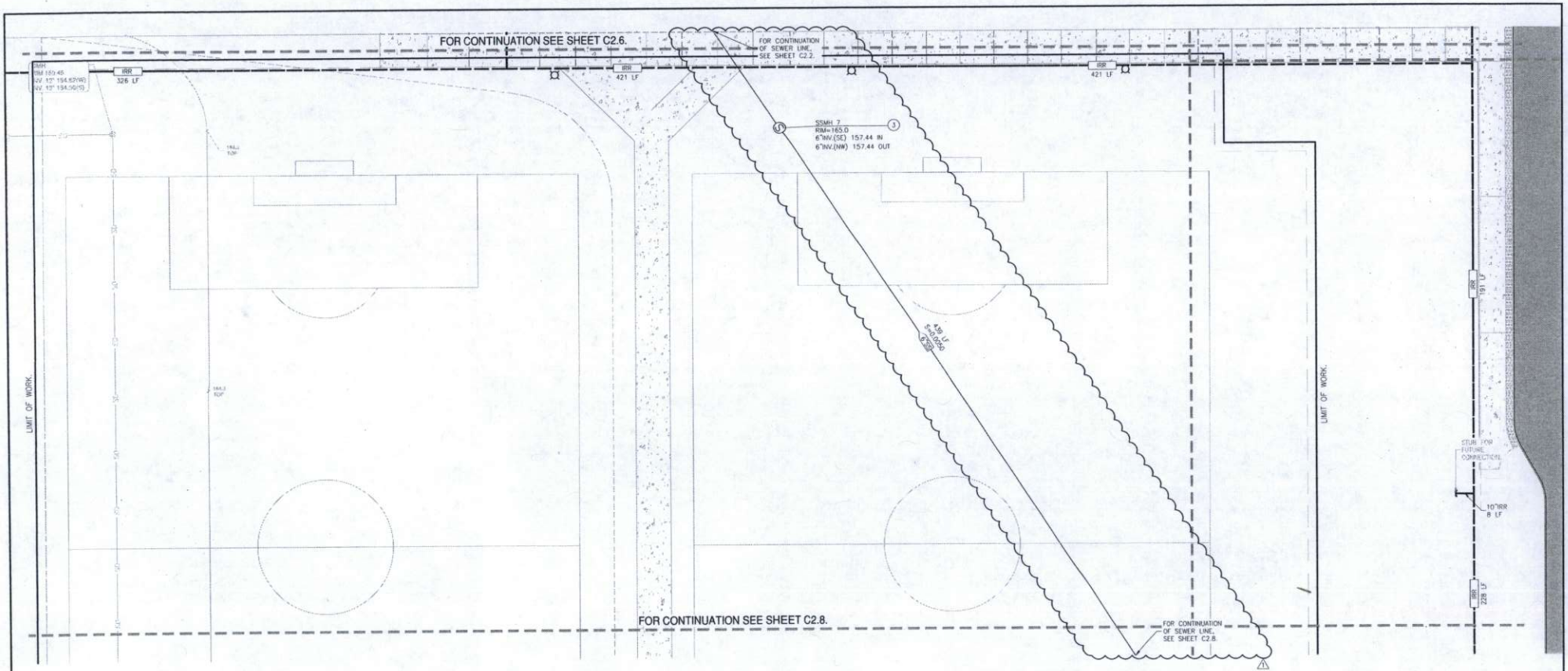
City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

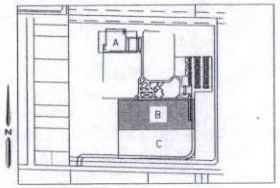
UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: BF / YC
DATE: 01/12/2023
CH. BY: SR/CK/JN
DATE: 01/12/2023
SCALE: AS SHOWN

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LOCATION MAP

1"=500'

N

SCALE: 1" = 20'

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	8/16/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert

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City of Merced
"Gateway to Yosemite"
ENGINEERING
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678 W. 18th Street (209) 385-6846

UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

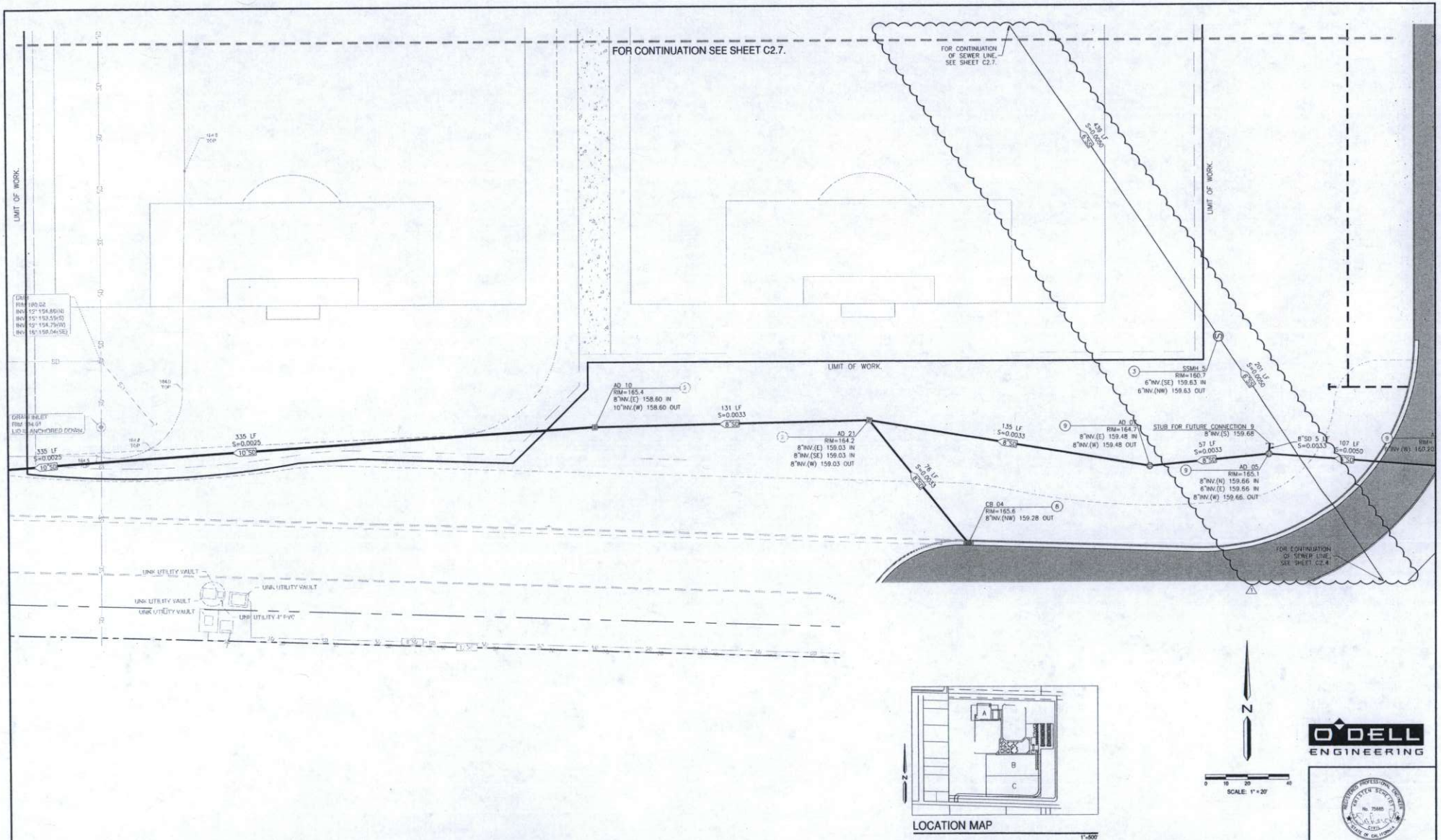
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DATE:	01/12/2023
CH. BY:	SK/CK/JN
DATE:	01/12/2023
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File No. 40320-UP.DWG

Sheet 1

C2.7

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O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	8/18/23	AM	ADDED SCOPE AREA REVISION

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

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City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC	
DATE:	01/12/2023
CH. BY:	SK/CK/JN
DATE:	01/12/2023
SCALE:	AS SHOWN

File No. 40320-UP.DWG
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680

AMERICAN PAVING CO.

REQUEST FOR INFORMATION

RFI NO: 2

DATE: July 28, 2023

PROJECT: Community Park 42
AMERICAN PAVING CO. JOB NO. 21.2304

TO: City of Merced
CARE OF: Joe Cardoso
678 W 18th St
Merced, CA 95340
(209) 388-7508

FROM: American Paving Co.
Chris Williams
P.O. Box 27587
Fresno, CA 93729
(559) 268-9886

FILING: APC RFI# 002

ATTN: Joe Cardoso

REF. SPECIFICATION:
Bid Item #24 - Sewer Manholes
DRAWING: C2.1, C2.2, C2.3, C2.4, C2.5,C2.6

POTENTIAL IMPACTS:
__X___SCHED _____LABOR
__X___MAT'L _____NO IMPACT
_____OTHER

RFI SUBMITTED BY: Chris Williams
NEED REPLY BY: August 11, 2023

REQUEST: Bid Item # 24 - Sewer Manholes shows a quantity of 3 EA. When we preformed our take off, we found 6 EA shown on the plans. That's an additional 3 EA. Please verify quantities.

REPLY: Upon review of the bid documents, it was found that 4 manholes were unaccounted for. Line item 24 on bid schedule to be updated to 7 each.

FIRM: O'Dell Engineering SIGNED: *Angel Mariscal* DATE: 8/7/2023

CC:

✓ CLARIFICATION ONLY
_____ CHANGE IN CONTRACT
_____ ENGINEER CHANGE
_____ OTHER_____

AMERICAN PAVING CO.

REQUEST FOR INFORMATION

RFI NO: 5

DATE: July 28, 2023

PROJECT: Community Park 42
AMERICAN PAVING CO. JOB NO. 21.2304

TO: City of Merced
CARE OF: Joe Cardoso
678 W 18th St
Merced, CA 95340
(209) 388-7508

FROM: American Paving Co.
Chris Williams
P.O. Box 27587
Fresno, CA 93729
(559) 268-9886

FILING: APC RFI# 005

ATTN: Joe Cardoso

REF. SPECIFICATION:
Bid Item #33 - 10" Water Line (Offsite)
DRAWING: C2.1, C2.2, C2.3, C2.4, C2.5,C2.6

POTENTIAL IMPACTS:
__X__SCHED
__X__MAT'L
_____OTHER
_____LABOR
_____NO IMPACT

RFI SUBMITTED BY: Chris Williams
NEED REPLY BY: August 11, 2023

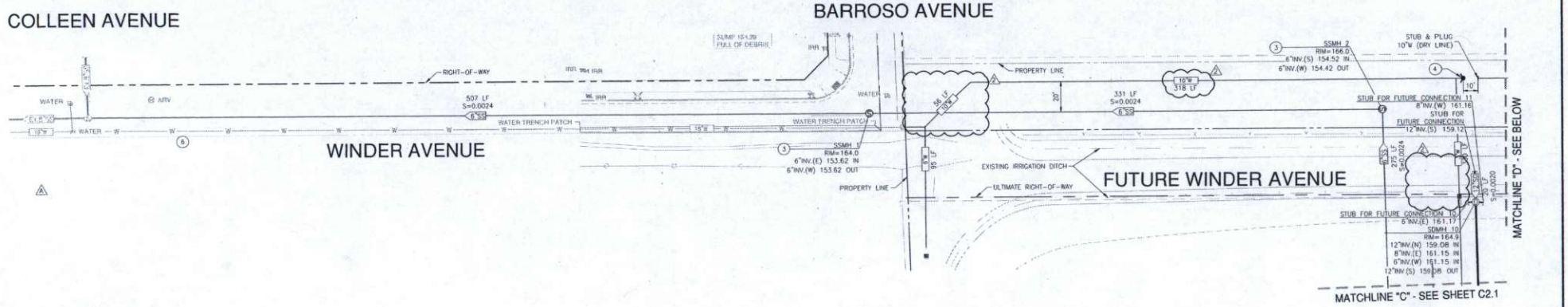
REQUEST: Bid Item # 33 - 10" Water Line (Offsite) shows a quantity of 1,780 LF. When we preformed our take off, we found 1,290 LF shown on the plans. That's 490 LF less than shown for the bid item. Please verify quantities.

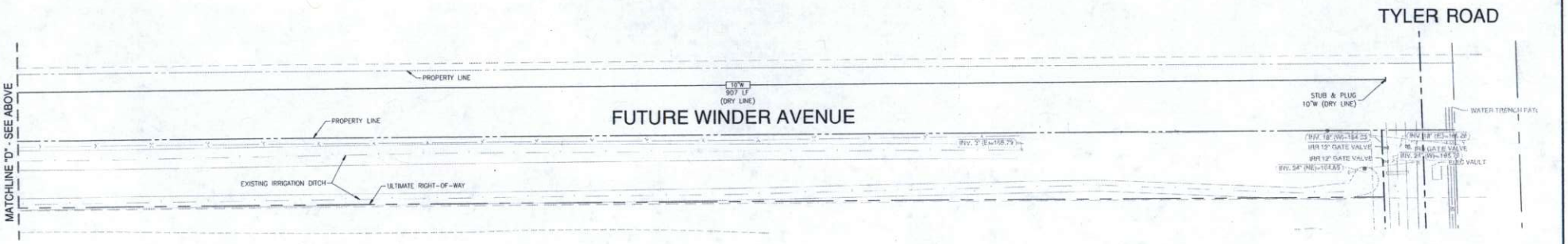
REPLY: Upon review of the bid documents, there is 1,281 LF of 10" water line along Winder. See attached sheet C2.5 revision 2 for revised pipe sizes. Line item 22 on Bid Schedule A to be revised to 1,281 LF.

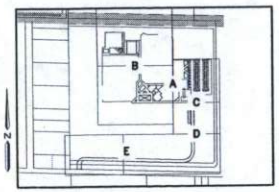
FIRM: O'Dell Engineering SIGNED: *Angel Mariscal* DATE: 8/7/2023

CC:

✓ CLARIFICATION ONLY
_____CHANGE IN CONTRACT
_____ENGINEER CHANGE
_____OTHER_____







LOCATION MAP

1"=500'

N

SCALE: 1" = 30'

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	2/3/23	KS	ADDENDUM #3
2	8/7/23	AM	METER & BACKFLOW REVISION

Underground Service Alert

TWO DAYS BEFORE YOU DIG

Call: TOLL FREE 1 (800) 227 - 2600

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City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY:	IV / IC
DATE:	01/12/2023
CH. BY:	SK/DI/JN
DATE:	01/12/2023
SCALE:	AS SHOWN

File No. 40320-UP.DWG

Sheet **C2.5**

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315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

October 20, 2023

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: PCO #4 - Polyolefin Credit REV 2

We are pleased to provide the following credit in response to APC RFI #15 Polyolefin deletion. We will credit all costs for labor, equipment, materials and incidentals to furnish and install the new polyolefin under concrete.

Item	Description	Quantity	U.M.	Unit Price	Total
1	Credit for deletion of Polyolefin under concrete – Base Bid & Change Order #1	1	LS	($41,900.00)	($41,900.00)
				Total	**($41,900.00)**

Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.
Chris Williams
Chris Williams
Project Engineer

315 North Thorne Avenue
PO Box 27587
Fresno, Ca 93729

American Paving Co.

Telephone: 559-268-9886
Fax: 559-268-2908

October 13, 2023

City of Merced
678 W. 18th Street
Merced, CA 95340

Attn: Joe Cardoso, PLS
Project: Community Park 42
Subject: PCO #5 – Relocate existing 6" & 12" force main due to new sewer conflict

We are pleased to provide the following proposal to relocate the existing 6" & 12" force main due to new sewer conflict. We will provide all costs for labor, equipment, materials and incidentals to furnish and relocate the existing 6" & 12" force main.

Item	Description	Quantity	U.M.	Unit Price	Total
1	Relocate existing 6" & 12" force main	1	LS	$12,250.00	$12,250.00
				Total	**12,250.00**

Should you have any questions, please do not hesitate to contact us at (559) 268-9886.

American Paving Co.
Chris Williams
Chris Williams
Project Engineer

Mid Cal
Pipeline & Utilities, Inc.
GENERAL ENGINEERING CONTRACTORS
LIC.# 455113

Address
6931 Mariposa Way • Merced, CA 95341
Mailing Address
P.O. Box 2406 • Merced, CA 95344
Office: (209) 383-7473
Fax: (209) 383-7477
midcalpipeline@gmail.com

PCO#003-Relocate existing 6" & 12" Force Main Due to new sewer conflict

Job Name: Community Park 42

Job Address: Job #:

Job Contact: Date: 10/11/2023

Description of Work Performed	MCP Employee	Class	Hours	Rate	Total
PCO # 003	Laborer		8	90.63	$ 725.04
Relocate Existing 6" & 12" Force Main due to new sewer conflict	O.E.		8	121.81	$ 974.48
	Laborer		8	85.85	$ 686.80
	Laborer		8	85.85	$ 686.80
					$ -
					$ -
					$ -
					$ -
	Total Labor			$	3,073.12

Quantity	Description	Rate	Per	Total
1 EA	Backhoe	$ 300.00	Day	$ 300.00
1 EA	Crew Trucks	$ 250.00	Day	$ 250.00
18	6 TJ CL150 PR350 DI Pipe	$ 29.41	LF	$ 529.38
4	6 MJ 45 C153 IMP	$ 113.87	EA	$ 455.48
8	6 SIGMA SLDEP6 ONE-LOK Rest/F/DI W/ACC IMP	$ 63.08	EA	$ 504.64
18	12 TJ PR350 DI Pipe	$ 59.36	LF	$ 1,068.48
4	12 MJ 45 C153 IMP	$ 357.87	EA	$ 1,431.48
8	.2 SIGMA SLDEP12 One-LOK Rest F/DI W/ACC IMI	$ 164.26	EA	$ 1,314.08
			Subtotal Materials & Equipment	$ 5,853.54

Total Labor	$	3,073.12
Total Materials & Equipment	$	5,853.54
TAX		437.54
MCP Overhead & Profit 15%	$	1,404.63
Total	$	10,768.83

Bid Proposal for CROSSINGS - COMMUNITY PARK 42 - MERCED

MID CAL PIPELINE & UTILITIES
Job Location: MERCED, CA
Bid Date: 10/11/2023
Core & Main 3168765

Core & Main
5364 S. Villa Ave
Fresno, CA 93725
Phone: 559-834-1040

Seq#	Qty	Description	Units	Price	Ext Price
10		**6" CROSSINGS**			
20	18	6 TJ CL50 PR350 DI PIPE	FT	29.41	529.38
30	4	6 MJ 45 C153 IMP	EA	113.87	455.48
40	8	6 SIGMA SLDEP6 ONE-LOK REST F/DI W/ACC IMP	EA	63.08	504.64
				SUBTOTAL	**1,489.50**
50		**12" CROSSINGS**			
60	18	12 TJ PR350 DI PIPE	FT	59.36	1,068.48
70	4	12 MJ 45 C153 IMP	EA	357.87	1,431.48
80	8	12 SIGMA SLDEP12 ONE-LOK REST F/DI W/ACC IMP	EA	164.26	1,314.08
				SUBTOTAL	**3,814.04**
				Sub Total	**5,303.54**
				Tax	437.54
				Total	**5,741.08**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

BID ITEM DESCRIPTIONS

BID ITEM DESCRIPTIONS

The descriptions below are general descriptions and do not include estimated quantities. See plans and bid summary for estimated quantities. Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail.

Bid Item 1 - Surveying Services:

The lump sum bid for this item includes shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

Bid Item 2 - Soil Import:

The lump sum bid for this item shall include all costs for soil import per landscape and civil plans. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 3 - Site Grading (Rough/Fine):

The square footage bid for this item shall include all costs for rough grading, fine grading, and if needed, soil removal and disposal. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 4 -12" Storm Drain Line:

The linear footage price bid for this item shall include all costs for purchase and installation of fully functional storm water drainage systems structures, solid and perforated piping, fittings and components, as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 5 -Storm Drain Area Drains:

The unit price bid for this item shall include all costs for purchase and installation of fully functional storm water drainage system inlet structures, and related components, as indicated on the Drawings as well as finish grading of landscape areas to meet rim and invert elevations. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 6 -Connect to Existing Storm Sewer

The unit price bid for this item shall include all costs for purchase, line trenching, placement, backfill, and connection to existing storm sewer as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid form as a pay item.

Bid Item 7 -Electrical:

The lump sum price bid for this item shall include all costs for purchase and installation of a fully functional electrical power and lighting system, including switchboard, panels, transformers, grounding, conduits, pullboxes, conductors, light fixtures (including poles), devices and equipment as indicated on the Drawings and Specifications within Division 26. For light poles and structures listed as bid alternate within this contract, the bidder shall provide a N16 pullbox at the termination point/location as part of base bid. This item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 8 - Concrete Flatwork (Site Finish 'A'):

The square foot price bid for this item shall include all costs for installation, soil preparation forming, sub-grade compaction, concrete additives, pigments and sealers, pouring concrete pavement, finishing, joints, and joint sealants in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 9 - Plexipave Surfacing Basketball Court Field (Site Finish 'J'):

The square footage price bid for this item shall include all costs for purchase, installation and preparation of Plexipave court including surfacing and the flatwork in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 10 - Plexipave Surfacing Basketball Court Striping (Site Finish 'K'):

The linear footage price bid for this item shall include all costs for purchase, installation and preparation of Plexipave court striping included on the surfacing in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 11 - Plexipave Surfacing Basketball Court Perimeter (Site Finish 'L'):

The square footage price bid for this item shall include all costs for purchase, installation and preparation of Plexipave court including surfacing and the flatwork in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 12 - 2x4 Header at Limit of Work (Site Feature '50'):

The linear footage price bid for this item shall include all costs for purchase, installation, and preparation of header in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 13 - Basketball Poles, Backboard, and Rim (Site Feature '59'):

The unit price bid for this item shall include all costs for purchase and installation of a Basketball pole, backboard, rim, and footings as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 31 - Irrigation System:

The lump sum price bid for this item shall include all costs for purchase and installation of irrigation pipe, equipment, heads, bubblers, wires, remote control valves, sensors, backflow preventer, fittings, and all other miscellaneous irrigation components for a fully functioning irrigation system as indicated on the Drawings and Specifications as required in the field. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

END OF SECTION

COMMUNITY PARK-42

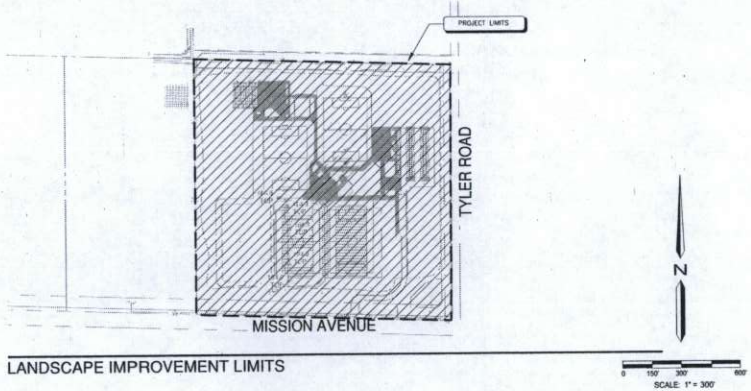
LANDSCAPE IMPROVEMENT PLANS
MERCED, CALIFORNIA
CITY OF MERCED

SHEET INDEX - IMPROVEMENT PLANS

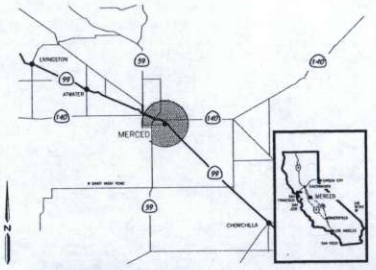
GENERAL INFORMATION
CS COVER SHEET
TOPOGRAPHIC SURVEY PLANS
V1.0 TOPOGRAPHIC & BOUNDARY SURVEY
V1.1 TOPOGRAPHIC & BOUNDARY SURVEY
V1.2 TOPOGRAPHIC & BOUNDARY SURVEY
V1.3 TOPOGRAPHIC & BOUNDARY SURVEY
V1.4 TOPOGRAPHIC & BOUNDARY SURVEY
V1.5 TOPOGRAPHIC & BOUNDARY SURVEY
V1.6 TOPOGRAPHIC & BOUNDARY SURVEY
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C1.0 GRADING PLAN
C1.1 GRADING PLAN
C1.2 GRADING PLAN
C1.3 GRADING PLAN
C1.4 GRADING PLAN
C1.5 GRADING PLAN – ADDITIVE ALTERNATE
C1.6 GRADING PLAN – ADDITIVE ALTERNATE
C1.7 GRADING PLAN – NOT IN USE
C1.8 GRADING PLAN – NOT IN USE
C1.9 GRADING PLAN
C1.10 GRADING PLAN
C1.11 GRADING PLAN
C2.0 UTILITY PLAN
C2.1 UTILITY PLAN
C2.2 UTILITY PLAN
C2.3 UTILITY PLAN
C2.4 UTILITY PLAN
C2.5 UTILITY PLAN
C2.6 UTILITY PLAN – ADDITIVE ALTERNATE
C2.7 UTILITY PLAN – NOT IN USE
C2.8 UTILITY PLAN – NOT IN USE
C2.9 UTILITY PLAN
C2.10 UTILITY PLAN
C2.11 UTILITY PLAN
LANDSCAPE IMPROVEMENT PLANS
L1.0 SITE FEATURES AND FINISHES LEGEND AND NOTES
L1.1 SITE FEATURES AND FINISHES PLAN
L1.2 SITE FEATURES AND FINISHES PLAN
L1.3 SITE FEATURES AND FINISHES PLAN
L1.4 SITE FEATURES AND FINISHES PLAN
L1.5 SITE FEATURES AND FINISHES PLAN – ADDITIVE ALTERNATE #1
L1.6 SITE FEATURES AND FINISHES PLAN – ADDITIVE ALTERNATE #1
L1.7 SITE FEATURES AND FINISHES PLAN – ADDITIVE ALTERNATES #2 & #3
L1.8 SITE FEATURES AND FINISHES PLAN – ADDITIVE ALTERNATE #4
L1.9 SITE FEATURES AND FINISHES PLAN
L1.10 SITE FEATURES AND FINISHES PLAN
L1.11 SITE FEATURES AND FINISHES PLAN
L2.0 HORIZONTAL CONTROL PLAN
L2.1 HORIZONTAL CONTROL PLAN
L2.2 HORIZONTAL CONTROL PLAN
L2.3 HORIZONTAL CONTROL PLAN
L2.4 HORIZONTAL CONTROL PLAN – ADDITIVE ALTERNATE #1
L2.5 HORIZONTAL CONTROL PLAN – ADDITIVE ALTERNATE #1
L2.6 HORIZONTAL CONTROL PLAN – ADDITIVE ALTERNATE #1
L2.7 HORIZONTAL CONTROL PLAN – ADDITIVE ALTERNATE #2 & #3
L2.8 HORIZONTAL CONTROL PLAN – ADDITIVE ALTERNATE #4
L2.9 HORIZONTAL CONTROL PLAN
L2.10 HORIZONTAL CONTROL PLAN
L2.11 HORIZONTAL CONTROL PLAN
L3.0 IRRIGATION LEGEND AND NOTES
L3.1 IRRIGATION PLAN
L3.2 IRRIGATION PLAN
L3.3 IRRIGATION PLAN
L3.4 IRRIGATION PLAN
L3.5 IRRIGATION PLAN – ADDITIVE ALTERNATE #1
L3.6 IRRIGATION PLAN
L3.7 IRRIGATION PLAN
L3.8 IRRIGATION PLAN
L4.0 PLANTING LEGEND AND NOTES
L4.1 PLANTING PLAN
L4.2 PLANTING PLAN
L4.3 PLANTING PLAN
L4.4 PLANTING PLAN
L4.5 PLANTING PLAN – ADDITIVE ALTERNATE #1
L4.6 PLANTING PLAN
L4.7 PLANTING PLAN
L4.8 PLANTING PLAN
L5.0 CONSTRUCTION DETAILS
L5.1 CONSTRUCTION DETAILS
L5.2 CONSTRUCTION DETAILS
L5.3 CONSTRUCTION DETAILS
L5.4 CONSTRUCTION DETAILS
L5.5 CONSTRUCTION DETAILS
L5.6 CONSTRUCTION DETAILS
L5.7 CONSTRUCTION DETAILS
L5.8 CONSTRUCTION DETAILS
L5.9 CONSTRUCTION DETAILS
L5.10 CONSTRUCTION DETAILS
L6.0 IRRIGATION DETAILS
L6.1 IRRIGATION DETAILS
L7.0 PLANTING DETAILS
ELECTRICAL IMPROVEMENT PLANS
E0.1 GENERAL NOTES AND ABBREVIATIONS
E1.0 CONDUIT AND LIGHTING SCHEDULES
E1.1 AREA A – PARTIAL ELECTRICAL PLAN
E1.2 AREA B – PARTIAL ELECTRICAL PLAN
E1.3 AREA C – PARTIAL ELECTRICAL PLAN
E1.4 AREA D – PARTIAL ELECTRICAL PLAN
E3.1 PARTIAL PLOT PLANS
E3.2 PARTIAL SITE PLAN – ELECTRICAL YARD
E4.1 DETAILS
E5.1 PANEL SCHEDULES AND SINGLE LINE DIAGRAM

CITY OF MERCED DEFERRED SUBMITTALS

1. PLAYGROUND EQUIPMENT
2. SHADE STRUCTURES
3. RESTROOM BUILDING
4. CONCESSIONS AND RESTROOM BUILDING
5. CHAIN LINK FENCE/GATE FOOTINGS
6. TUBULAR STEEL FENCE/GATE FOOTINGS
7. LIGHT FIXTURE FOOTINGS
8. BASKETBALL POLE FOOTING



LANDSCAPE IMPROVEMENT LIMITS



VICINITY MAP N.T.S.

PROJECT INFORMATION

PROJECT TITLE:	COMMUNITY PARK-42	PROJECT TYPE:	NEW CONSTRUCTION/PUBLIC
PARCEL NUMBER:	SEE CIVIL PLANS FOR PARCEL NUMBERS	GRADING PLANS:	SEE CIVIL ENGINEERING PLANS
ZONING:	SEE CIVIL PLANS	BUILDING ELEVATIONS:	N/A
PROJECT ADDRESS:	TYLER ROAD & MISSION AVENUE MERCED, CA. 95341	WATER SUPPLY TYPE & LOCAL PURVEYOR:	POTABLE/CITY OF MERCED
APPLICANT/OWNER:	CITY OF MERCED 678 W. 18TH STREET MERCED, CA. 95341 (209) 385-6846 EMAIL	COMMUNITY FORESTRY DEPT. CONTACT:	N/A
PLANS PREPARED BY:	O'DELL ENGINEERING 1165 SCENIC DRIVE, SUITE A MODESTO, CA 95350 (209) 571-1765 OFFICE EMAIL: TFAY@ODELLENGINEERING.COM	ADJACENT PROPERTY USES:	NORTH – AGRICULTURAL FIELDS SOUTH – AGRICULTURAL/RESIDENTIAL EAST – AGRICULTURAL FIELDS WEST – RESIDENTIAL
LICENSE NUMBER:	CLA #6049	UTILITY PLANS:	SEE CIVIL ENGINEERING PLANS
LANDSCAPE AREA:	296,124 SQUARE FEET – BASE BID 226,609 SQUARE FEET – ADDED SCOPE AREA	SOIL REPORT:	NOTES: SOIL AMENDMENTS IN THE GENERAL PLANTING NOTES ARE FOR BID PURPOSES ONLY. ACTUAL AMENDMENTS SHALL REFLECT THE RECOMMENDATIONS OF THE REPORT ONCE FINAL MASS GRADING HAS BEEN PERFORMED AND SAMPLES HAVE BEEN SUBMITTED TO SOILS LAB.

ABBREVIATIONS

BC	BOTTOM OF CURB	HP	HIGH POINT		
BW	BOTTOM OF WALL	INV	INVERT ELEVATION		
BOW	BACK OF WALL	MAX	MAXIMUM		
CJ	TOOLED CONTROL JOINT	MIN	MINIMUM		
CL	CENTERLINE	(N)	NEW		
CLR	CLEAR	OC	ON CENTER		
CIP	CAST IN PLACE	PA	PLANTING AREA		
CMU	CONCRETE MASONRY UNIT	PIP	POURED IN PLACE CONCRETE		
C	CONCRETE	POB	POINT OF BEGINNING		
DG	DECOMPOSED GRANITE	R	RADIUS		
DWGS	DRAWINGS	RIM	RIM ELEVATION		
(E) OR EX	EXISTING	RP	RADIUS POINT		
EJ	EXPANSION JOINT	SCD	SEE CIVIL DRAWINGS		
EQ	EQUAL	SED	SEE ELECTRICAL DRAWINGS		
EW	EACH WAY	SIM	SIMILAR		
FC	FACE OF CURB	SLD	SEE LANDSCAPE DRAWINGS		
FDE	FINISH DECK ELEVATIONS	SP	SPACE		
FF/FFE	FINISH FLOOR ELEVATION	TBD	TO BE DETERMINED		
FG	FINISH GRADE	TC	TOP OF CURB		
FL	FLOW LINE	TP	TOP OF PAVEMENT		
FOB	FACE OF BUILDING	TW	TOP OF WALL		
FOW	FACE OF WALL	TYP	TYPICAL		
FS	FINISH SURFACE				
FV	FIELD VERIFY				

GENERAL NOTES

1. LANDSCAPE IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF **MERCED, CALIFORNIA** CURRENT STANDARDS AND SPECIFICATIONS AS APPROVED, INCLUDING ALL AMENDMENTS THERETO. IMPROVEMENTS SHALL ALSO BE IN COMPLIANCE WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS LATEST EDITION, WHERE APPLICABLE. IN THE EVENT THERE IS A CONFLICT WITH THE PLANS AND REFERENCES STATED ABOVE, THE GOVERNING BODY STANDARDS AND SPECIFICATIONS SHALL PREVAIL. ALL WORK SHALL BE SUBJECT TO INSPECTION.
2. DESIGN: THE DRAWINGS HEREIN REPRESENT THE DESIGN TO BE IMPLEMENTED ON THE SITE DEPICTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO CLARIFY PLAN DETAILS RELATED TO SITE OR CONSTRUCTION DETAILS NECESSARY FOR PROJECT COMPLETION.
3. COORDINATION: CONTRACTORS SHALL COORDINATE INSTALLATION AND SCHEDULING WITH THAT OF **OWNER/OWNER REPRESENTATIVE** AND OTHER CONTRACTORS EFFICIENTLY AND IN A TIMELY MANNER, ENSURING THE PROJECT COMPLETION IS UNIMPEDED AND INSTALLED CORRECTLY WITH MINIMAL MAINTENANCE. **OWNER/OWNER REPRESENTATIVE** SHALL BE CONTACTED DIRECTLY AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COVERING, COMPLETION, OR EXPOSING WORK THAT WILL BE INSTALLED.
4. SITE CONDITIONS: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO SITE CONDITIONS. CONTRACTOR SHALL EXAMINE EXISTING CONDITIONS OF SITE. IN THE EVENT THAT ON-SITE CONDITIONS DIFFER FROM CONDITIONS DEPICTED ON PLANS AND WILL IMPACT THE INSTALLATION PROCESS, THE CONTRACTOR SHALL SUBMIT THESE FINDINGS TO THE **LANDSCAPE ARCHITECT/OWNER** IN WRITING PRIOR TO BEGINNING WORK. CONTRACTOR SHALL CONFIRM ALL POINTS OF CONNECTIONS PRIOR TO CONSTRUCTION. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF THE EXISTING SITE CONDITIONS.
5. BASE INFORMATION: THE PROPOSED LANDSCAPE IMPROVEMENTS SHOWN HEREIN ARE SUPERIMPOSED OVER DATA PROVIDED TO THE LANDSCAPE ARCHITECT BY OTHER SOURCES. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR THE CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS RELATED TO THIS DATA. THE BASE INFORMATION IS PROVIDED AS AN AID ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND ACCOMMODATING ANY DISCREPANCIES.

   BASE INFORMATION PROVIDED BY:
   TOPOGRAPHICAL SURVEY –
   - O'DELL ENGINEERING
     1165 SCENIC DRIVE, SUITE A
     MODESTO, CA 95350
     PHONE: (209)571-1765
     FILE: 40320-TP
6. BIDDING INFORMATION: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO BIDDING INFORMATION AND SITE VISITS PRIOR TO BID SUBMITTAL.
7. PRE-CONSTRUCTION MEETING: THE CONTRACTOR SHALL OBTAIN A GRADING PERMIT/BUILDING PERMIT, FROM THE CITY OF **MERCED, CALIFORNIA** BUILDING DEPARTMENT, PRIOR TO SCHEDULING A PRE-CONSTRUCTION MEETING OR OBTAINING AN ENCROACHMENT PERMIT. A PRE-CONSTRUCTION MEETING SHALL BE COORDINATED WITH THE APPROPRIATE REGULATORY BODY PRIOR TO BEGINNING WORK. APPLICABLE AGENCIES AND PARTIES SHALL BE NOTIFIED AT LEAST 3 WORKING DAYS (72 HOURS) IN ADVANCE OF THE PRE-CONSTRUCTION MEETING.
8. UTILITIES: THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL CONTACT U.S.A. AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO BEGINNING WORK.
9. POT HOLING: ONLY EXCAVATION WILL REVEAL ACTUAL TYPES, LOCATIONS, SIZES, AND DEPTHS OF UNDERGROUND UTILITIES. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF UNDERGROUND UTILITIES OR OF BURIED EXISTING OBJECTS AND UTILITIES NOT SHOWN ON THESE PLANS.
10. AS-BUILTS: FOR AS-BUILT PURPOSES, THE CONTRACTOR SHALL KEEP A CURRENT SET OF DRAWINGS ON SITE AT ALL TIMES WITH DEVIATIONS FROM ORIGINAL PLANS AND SPECIFICATIONS NOTED. UPON PROJECT COMPLETION THE CONTRACTOR SHALL PROVIDE THE CITY WITH A DIGITAL FORMAT, COMPLETE SET OF AS-BUILT DRAWINGS.

O'DELL ENGINEERING

APPROVED BY THE CITY OF MERCED, CALIFORNIA

BY: _____ DATE: _____

BID SUBMITTAL

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227-2600

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

COVER SHEET

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/DI/JN
DATE: 01/12/2023
SCALE: AS SHOWN

File No. 40320-CS.DWG
Sheet
CS
1 of 75

690

NOT IN USE

O'DELL ENGINEERING

ADDITIONAL SCOPE
BID DOCUMENTS

NO.	DATE	BY	REVISION MADE
1	5/16/23	AM	ADDED SCOPE AREA REVISIONS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

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City of Merced
"Gateway to Yosemite"
ENGINEERING
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GRADING PLAN - NOT IN USE

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: XX / XX
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: AS SHOWN

File No. 40320-GP.DWG
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C1.7
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NOT IN USE

O'DELL ENGINEERING

ADDITIONAL SCOPE
BID DOCUMENTS

NO.	DATE	BY	REVISION MADE
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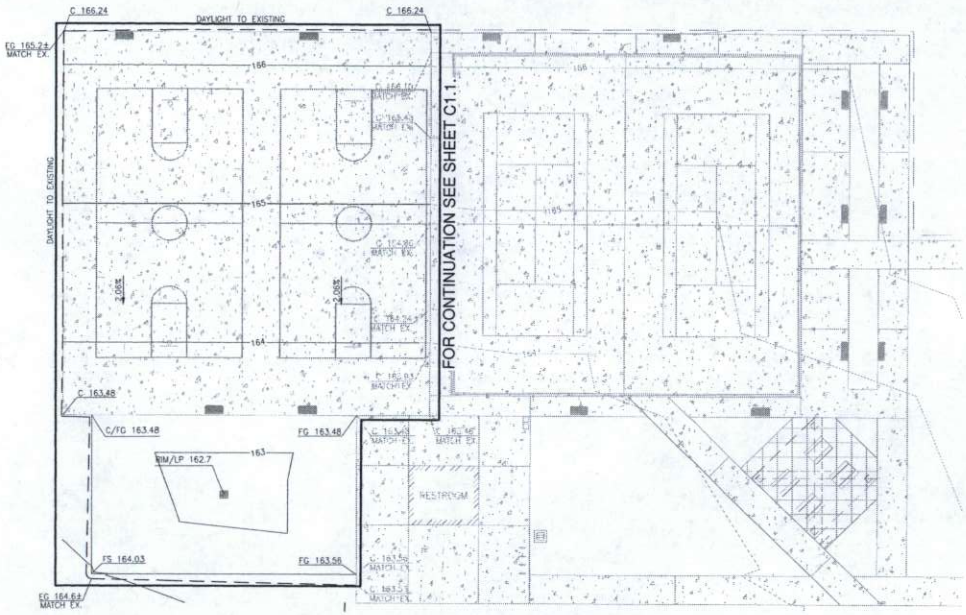
City of Merced
"Gateway to Yosemite"
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678 W. 18th Street (209) 385-6846

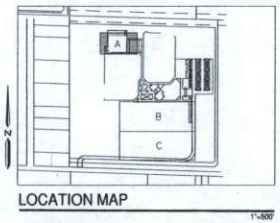
GRADING PLAN - NOT IN USE

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: AS SHOWN

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LOCATION MAP

N

SCALE: 1" = 20'

ADDITIONAL SCOPE
BID DOCUMENTS

O'DELL ENGINEERING

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City of Merced
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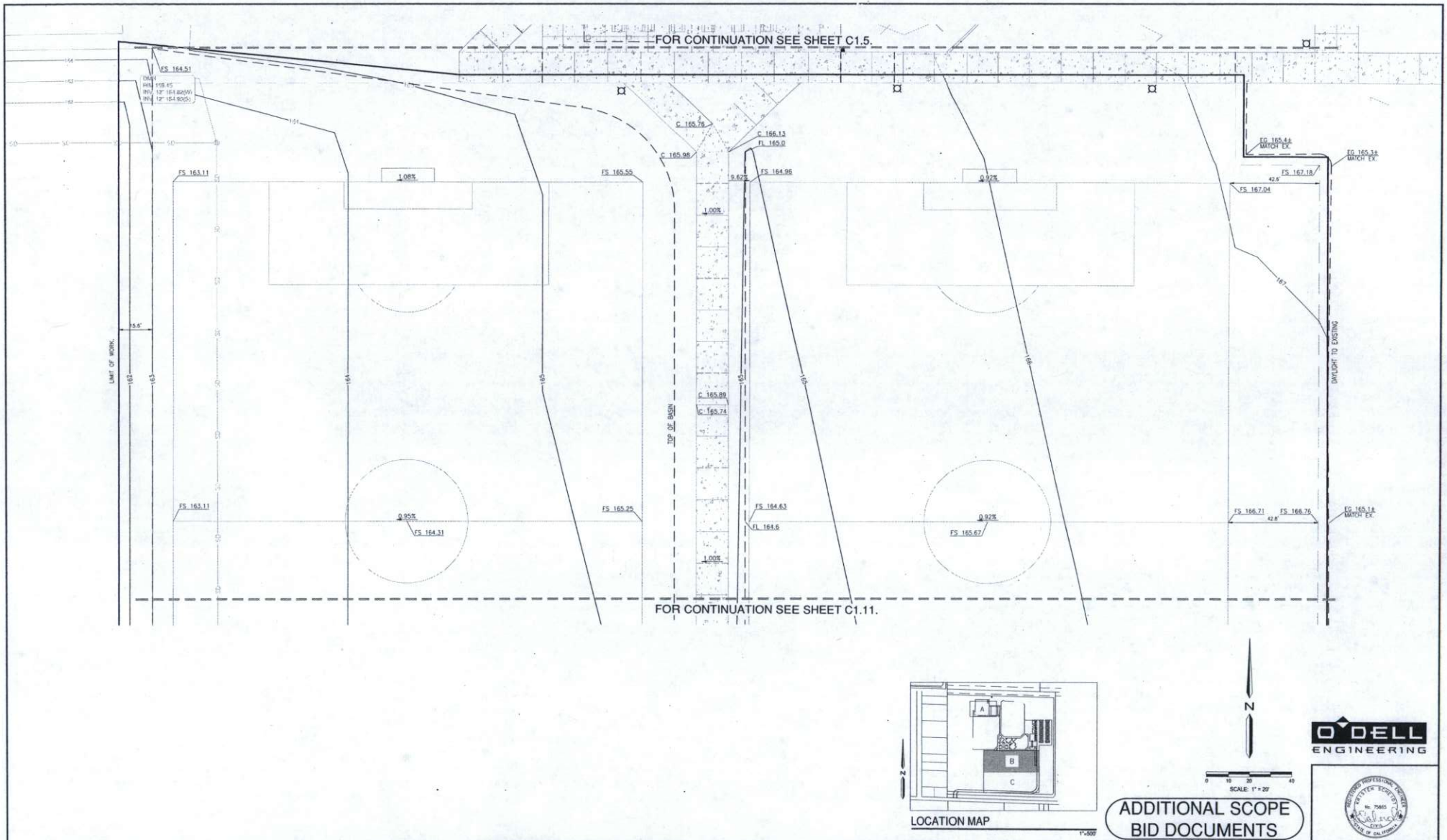
GRADING PLAN

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COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC	
DATE: 01/12/2023	
CH. BY: SK/CK/JK	
DATE: 01/12/2023	
SCALE: AS SHOWN	

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LOCATION MAP

N

SCALE: 1" = 20'

O'DELL ENGINEERING

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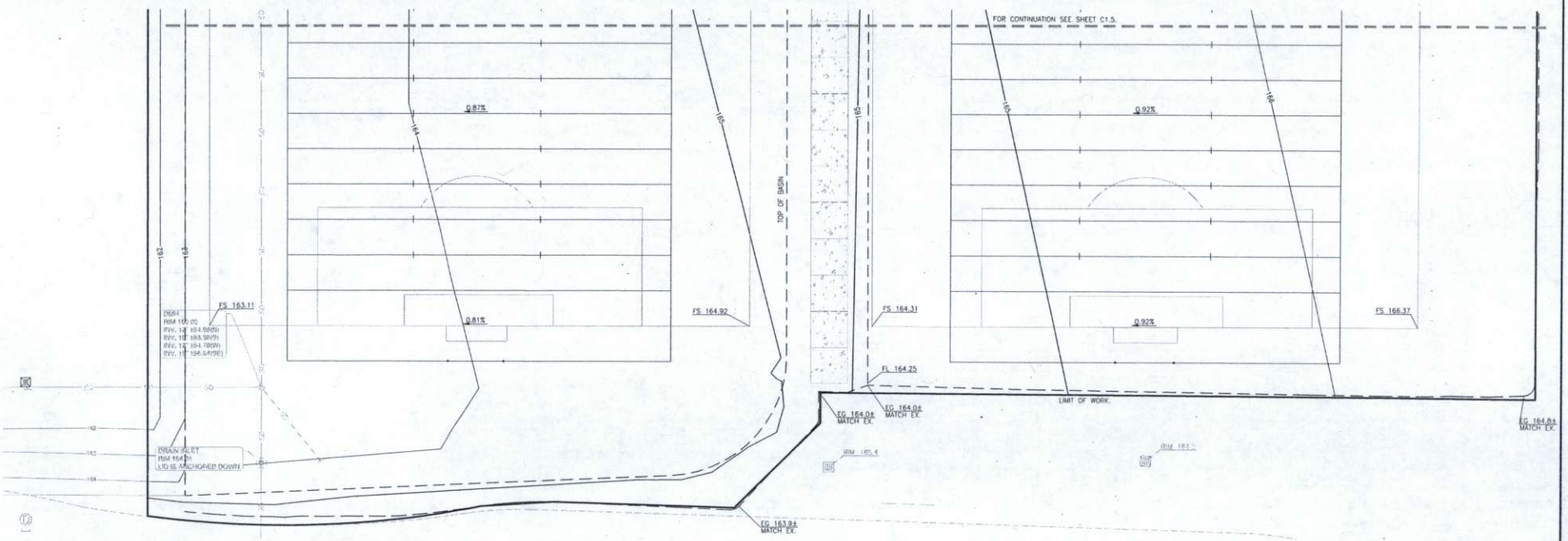
City of Merced
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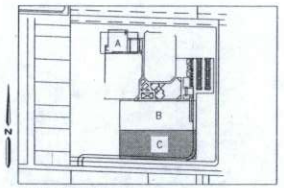
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COMMUNITY PARK-42
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LOCATION MAP

1"=500'

N

SCALE: 1" = 20'

O'DELL ENGINEERING

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GRADING PLAN

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LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

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CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: AS SHOWN

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O'DELL ENGINEERING

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UTILITY PLAN - NOT IN USE

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: YF / YC
DATE: 01/12/2023
CH. BY: SK/DK/JN
DATE: 01/12/2023
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ADDITIONAL SCOPE
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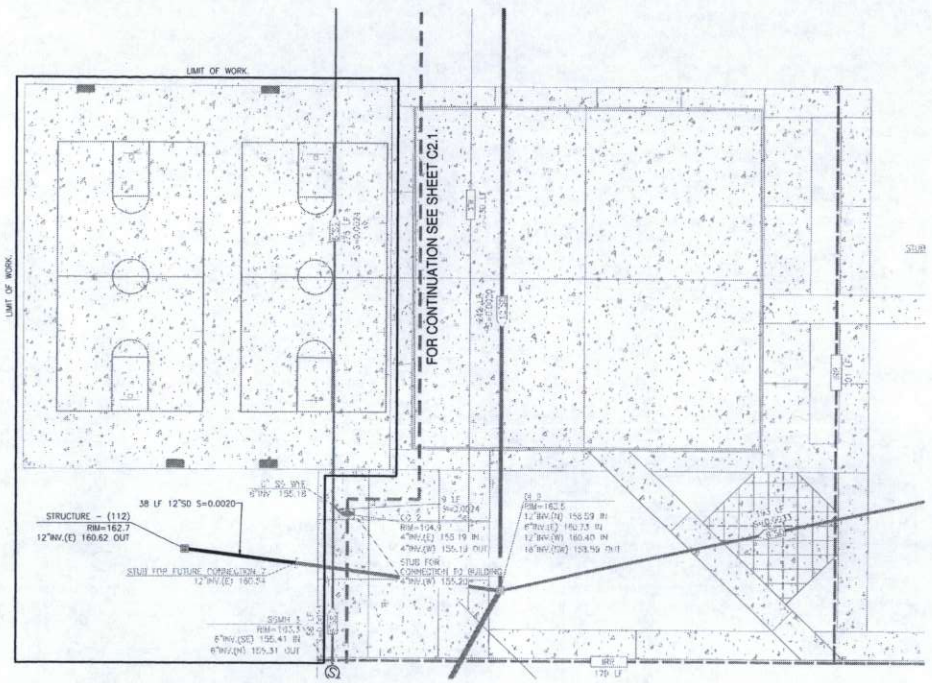
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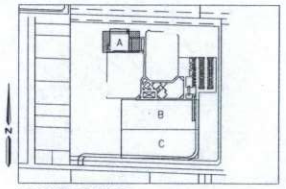
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LOCATION MAP

N

SCALE: 1" = 20'

O'DELL ENGINEERING

ADDITIONAL SCOPE
BID DOCUMENTS

NO.	DATE	BY	REVISION MADE
1	6/16/23	AM	ADDED SCOPE AREA REVISIONS

Underground Service Alert
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City of Merced
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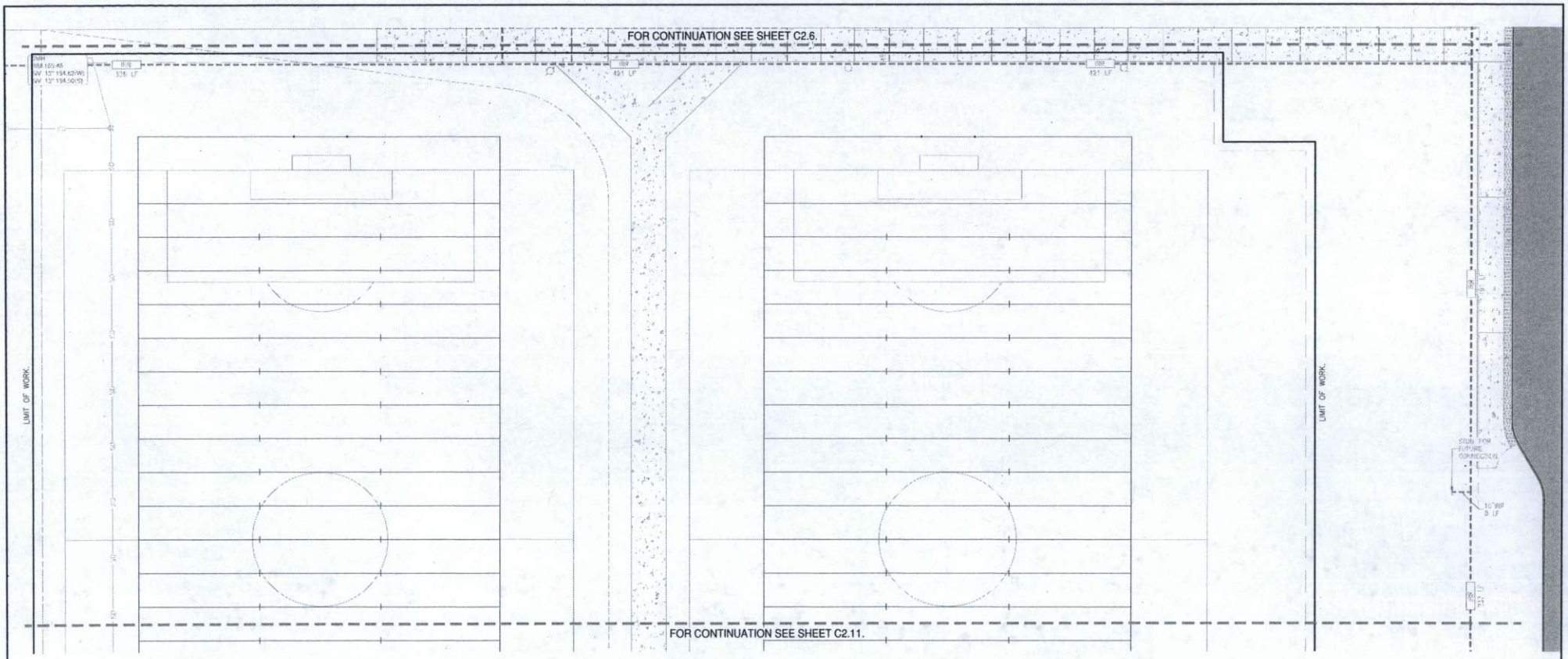
UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

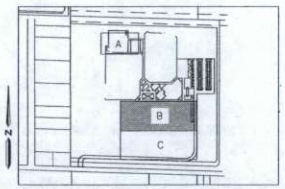
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DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: AS SHOWN

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FOR CONTINUATION SEE SHEET C2.6.



FOR CONTINUATION SEE SHEET C2.11.



LOCATION MAP

1"=600'

N

SCALE: 1" = 20'

O'DELL ENGINEERING

ADDITIONAL SCOPE BID DOCUMENTS

NO.	DATE	BY	REVISION MADE
1	6/16/23	AM	ADDED SCOPE AREA REVISIONS

Underground Service Alert

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City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

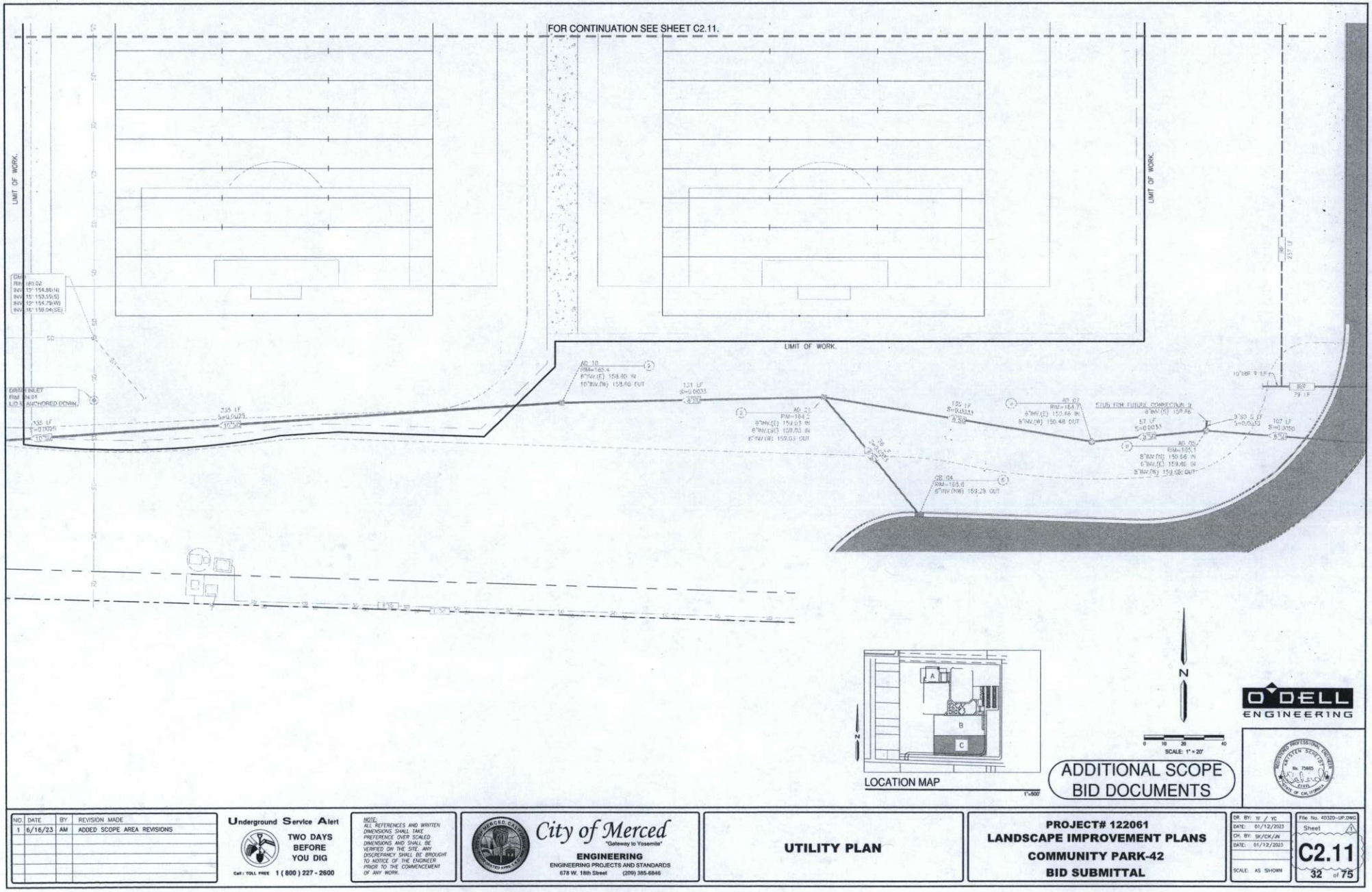
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CH. BY: SK/CK/JN	
DATE: 01/12/2023	
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ADDITIONAL SCOPE
BID DOCUMENTS

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	6/16/23	AM	ADDED SCOPE AREA REVISIONS

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City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

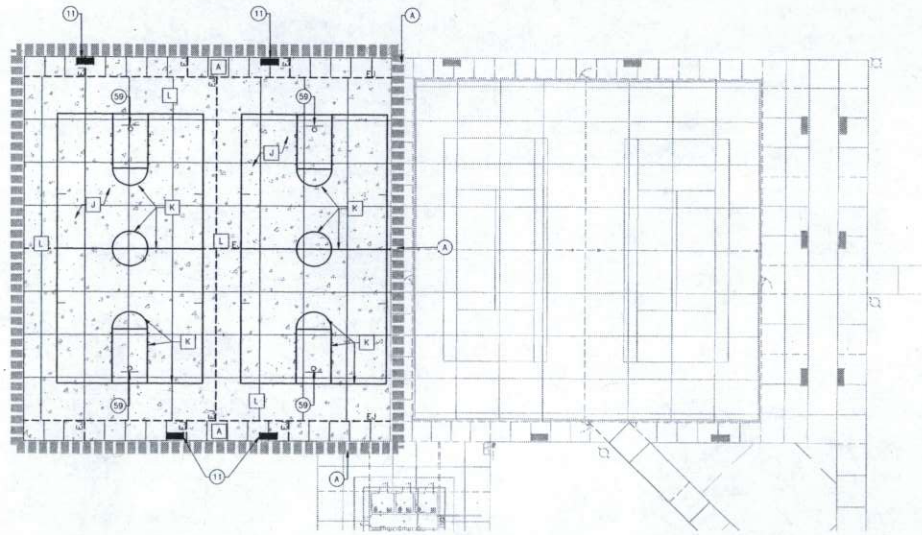
UTILITY PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC	
DATE: 01/12/2023	
CH. BY: SK/CK/JN	
DATE: 01/12/2023	
SCALE: AS SHOWN	

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SITE FEATURE SCHEDULE (SHEETS L1.9-L1.11 ONLY)

ITEM	DESCRIPTION / MODEL	COLOR	QUANTITY	MANUFACTURER / SUPPLIER / INFORMATION	DET REF.
(11)	BENCH / MODEL: 424 OR EQUAL	NATURAL	4 EA	OUTDOOR CREATIONS / WWW.OUTDOORCREATIONS.COM / CHAD SMITH / 530-365-6106	4/L5.1
(16)	SOCCER GOAL / MODEL: 2239-00A OR EQUAL	GALVANIZED	4 EA	PATTERSON WILLIAMS / WWW.PWATHLETIC.COM / 866-295-7028	----
(50)	2X4 REDWOOD HEADER BOARD AT LIMIT OF PHASE 1	NATURAL	1,477 LF		6/L5.0
(55)	SOCCER FIELD STRIPING			BY CITY OF MERCED	----
(56)	FOOTBALL FIELD STRIPING			BY CITY OF MERCED	----
(57)	CHAIN LINK SAFETY FENCING BEHIND SOCCER GOALS WITH CONCRETE CURB	BLACK	542 LF		1/L5.1
(58)	FIELD MARKER IDENTIFICATION SIGNAGE	ALUMALITE	4 EA		7/L5.2
(59)	BASKETBALL GOAL / MODEL # LA-12C56 WITH WHITE BACKBOARD / MODEL # LA-01-OTA RIM / MODEL # LA-600	GALVANIZED STEEL	4 EA	NORCAL OUTDOOR SUPPLY / JEFF WHITMAN / P: (925) 984-2075	1/L5.10

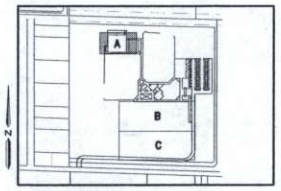
SITE FINISH SCHEDULE (SHEETS L1.9-L1.11 ONLY)

FINISH	DESCRIPTION	COLOR	QUANTITY	PATTERN / INFORMATION	DET REF.
A	CONCRETE FLATWORK	NATURAL	23,666 SF	MEDIUM BROOM FINISH / PERPENDICULAR TO PATH OF TRAVEL	1/L5.0 & 1&2/L5.6
F	PLANTING AREA - SEE PLANTING PLANS				
G	TURF AREA - SEE PLANTING PLANS				
J	PLEXIPAVE COURT SURFACING - BASKETBALL FIELD	SEE DETAIL	9,400 SF	CALIFORNIA SPORTS SURFACES / WWW.CALIFORNIASPORTSSURFACES.COM / 978-623-9980	2/L5.10
K	PLEXIPAVE COURT SURFACING - BASKETBALL STRIPING	SEE DETAIL	1,100 LF	CALIFORNIA SPORTS SURFACES / WWW.CALIFORNIASPORTSSURFACES.COM / 978-623-9980	2/L5.10
L	BASKETBALL PERIMETER		4,625 SF		2/L5.10

SHEET NOTES

(A) LIMIT OF WORK PER THESE PLANS. SEE BASE BID IMPROVEMENT PLANS FOR CONTINUATION AND ADDITIONAL INFORMATION.

(B) FOR GENERAL NOTES, SEE SHEET L1.0 OF BASE BID IMPROVEMENT PLANS, DATED 2/3/23.



LOCATION MAP

1"=500'



ADDITIONAL SCOPE BID DOCUMENTS

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

Underground Service Alert

TWO DAYS BEFORE YOU DIG

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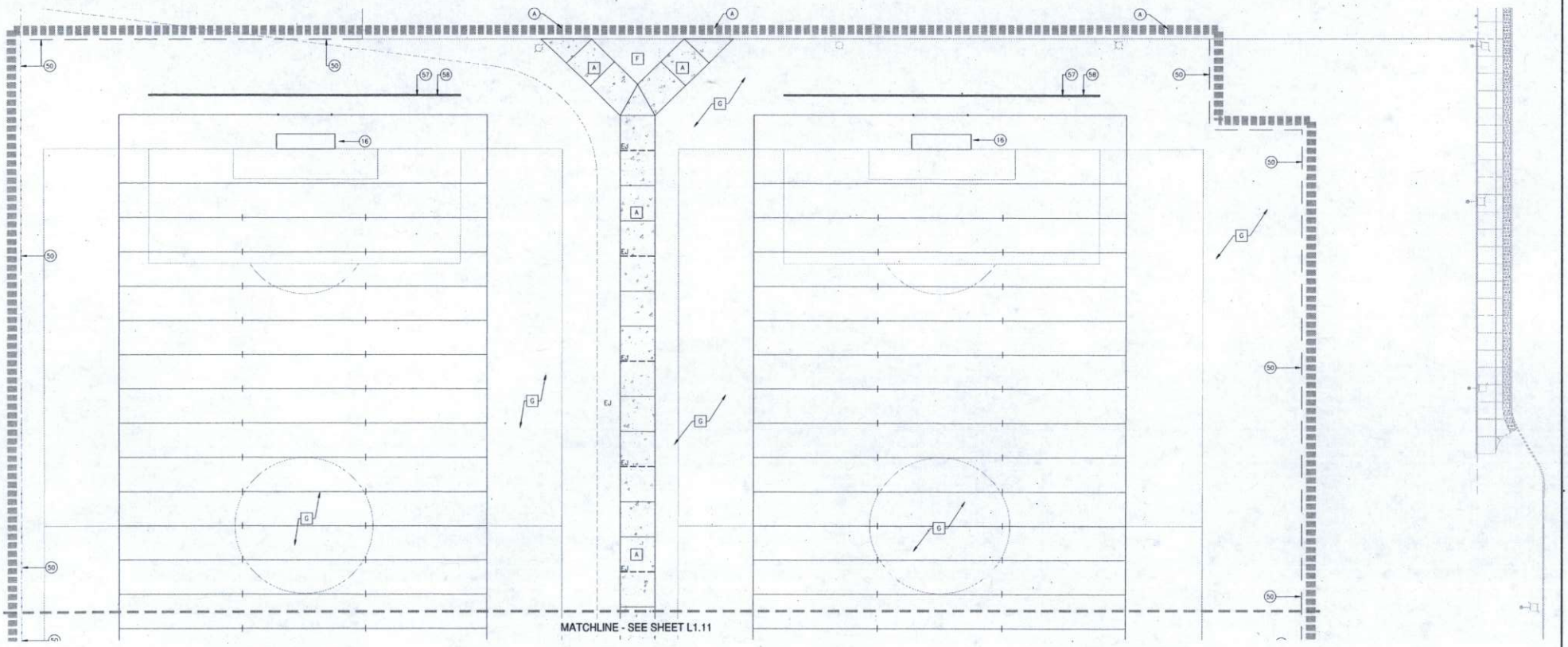
SITE FEATURES AND FINISHES PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: 1"=20'

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24 of 75

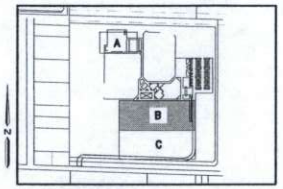
701



SHEET NOTES

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(B) FOR GENERAL NOTES, SEE SHEET L1.0 OF BASE BID IMPROVEMENT PLANS, DATED 2/3/23.



LOCATION MAP

N

SCALE: 1" = 20'

ADDITIONAL SCOPE
BID DOCUMENTS

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
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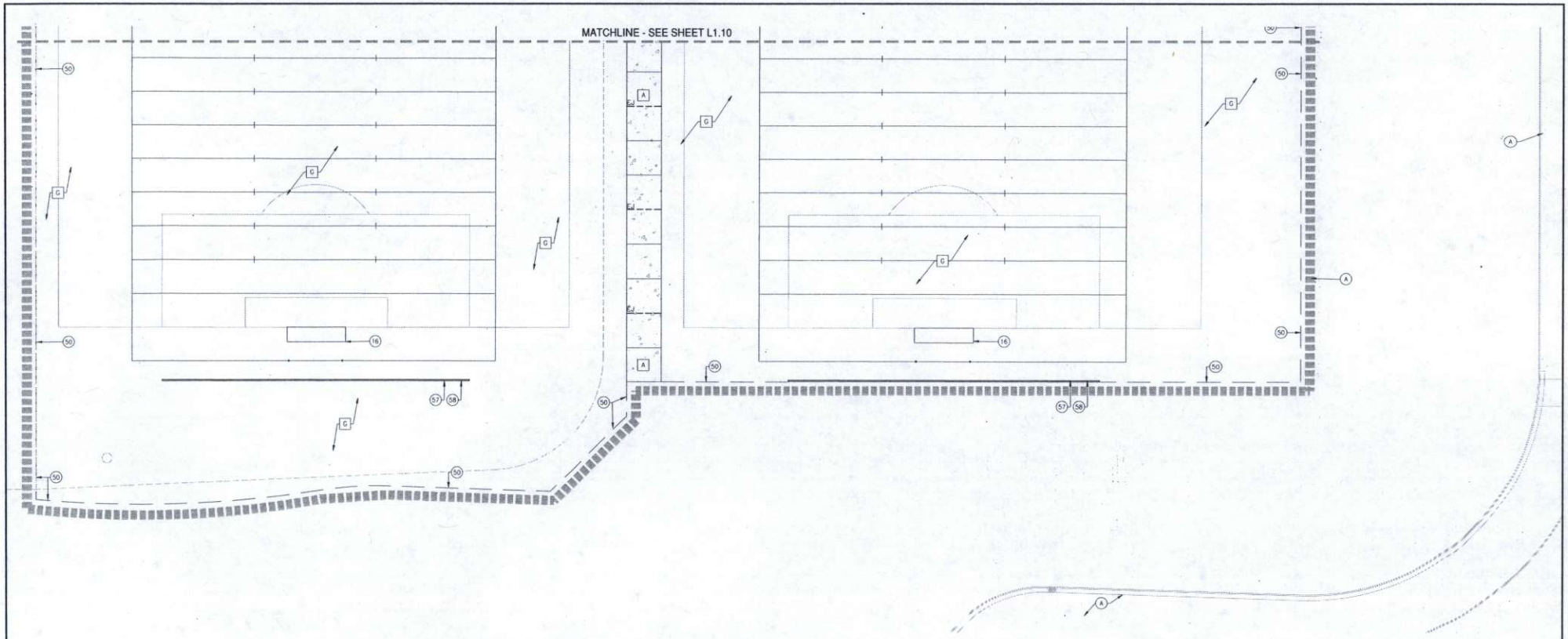
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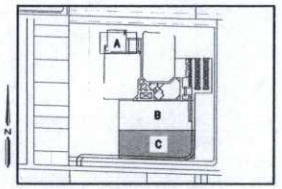
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LOCATION MAP

1"=500'

N

SCALE: 1" = 20'

O'DELL ENGINEERING

ADDITIONAL SCOPE BID DOCUMENTS

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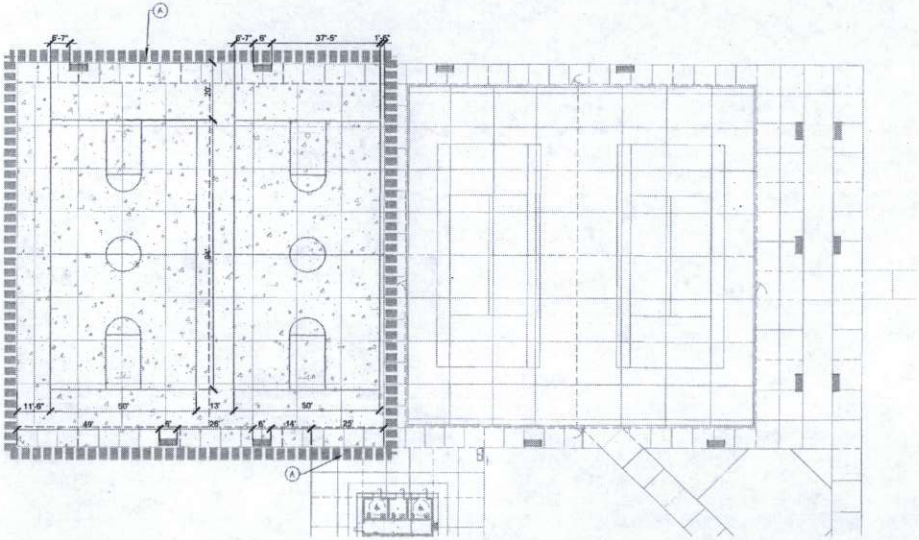
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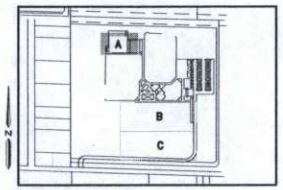
703



SHEET NOTES

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(B) FOR GENERAL NOTES, SEE SHEET L1.0 OF BASE BID IMPROVEMENT PLANS, DATED 2/3/23.



LOCATION MAP

1"=500'

ADDITIONAL SCOPE
BID DOCUMENTS

O'DELL ENGINEERING

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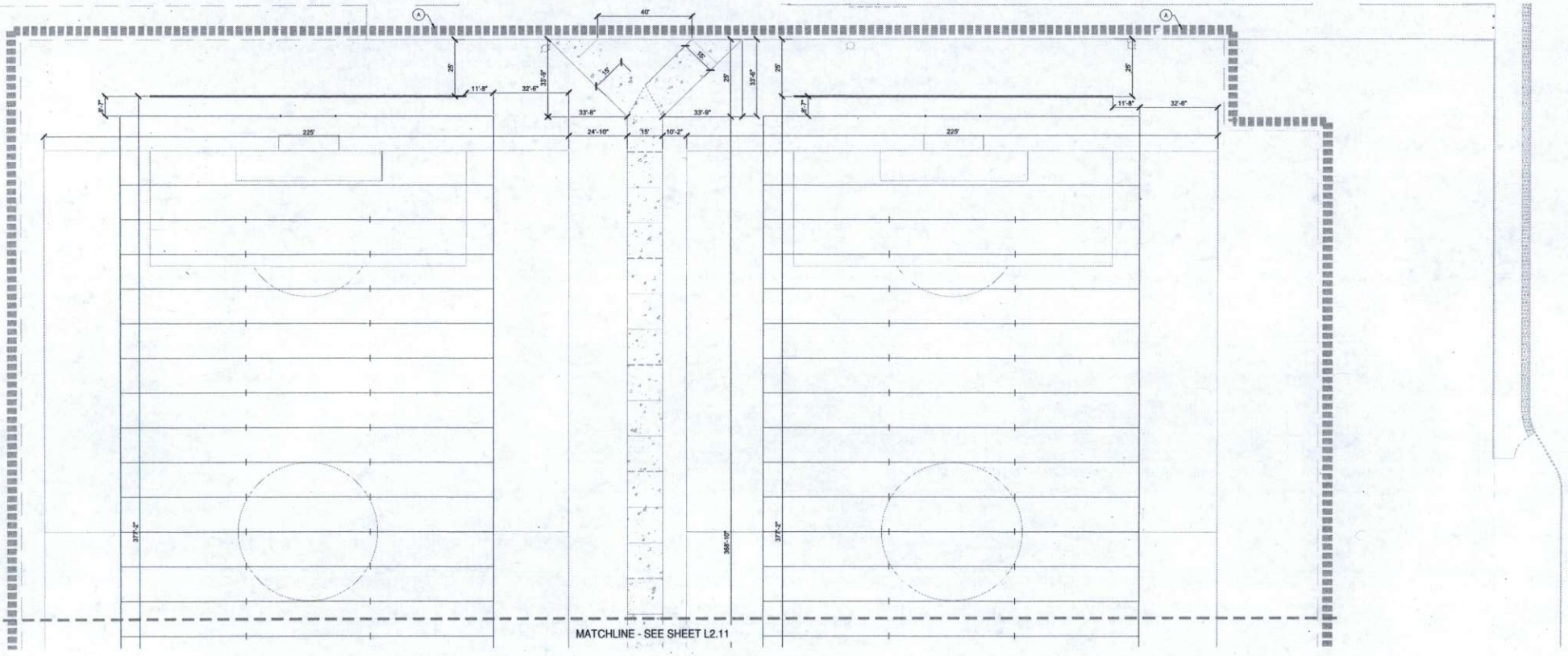
City of Merced
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HORIZONTAL CONTROL PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JH
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SCALE: 1"=20'

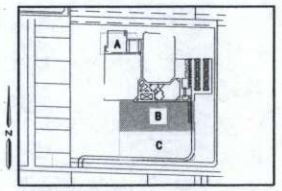
File No. 40320-HCP.DWG
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L2.9
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SHEET NOTES

(A) SEE BASE BID IMPROVEMENT PLANS FOR CONTINUATION AND ADDITIONAL INFORMATION.

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LOCATION MAP

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N

SCALE: 1" = 20'

ADDITIONAL SCOPE BID DOCUMENTS

O'DELL ENGINEERING

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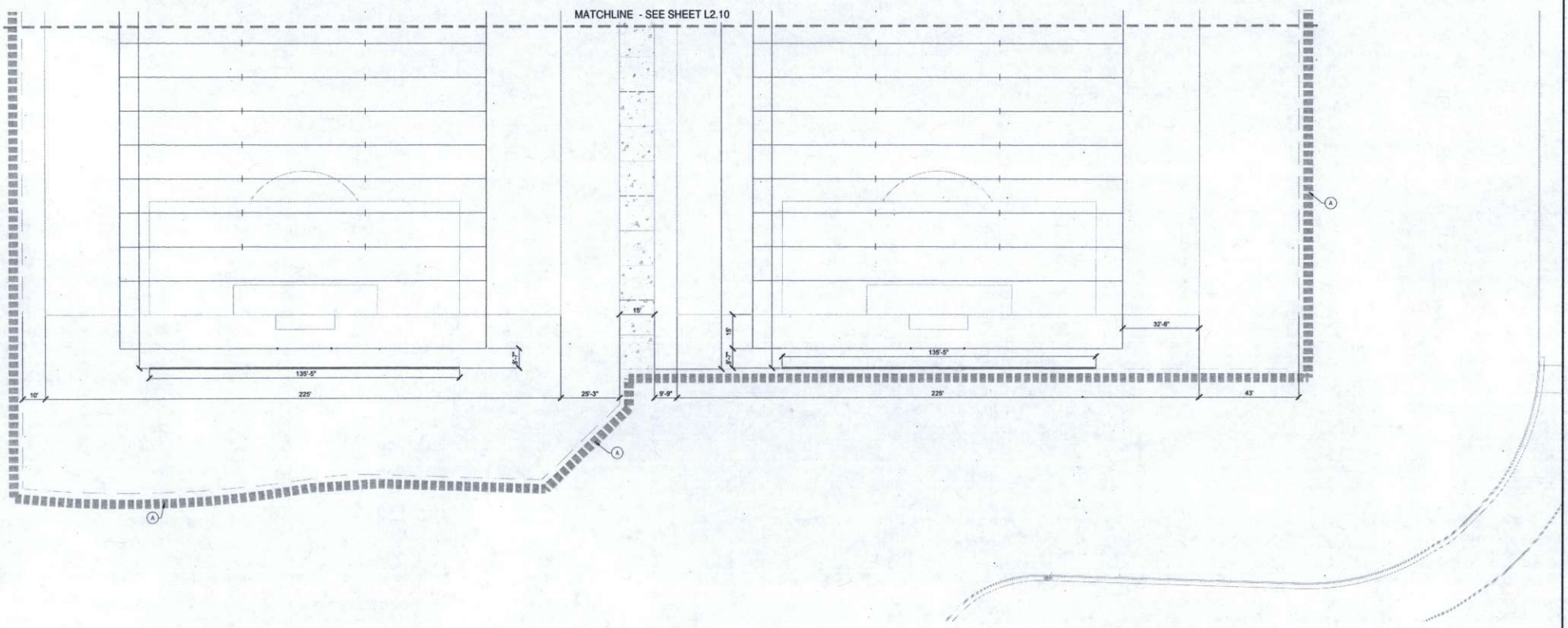
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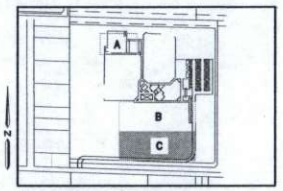
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O'DELL ENGINEERING

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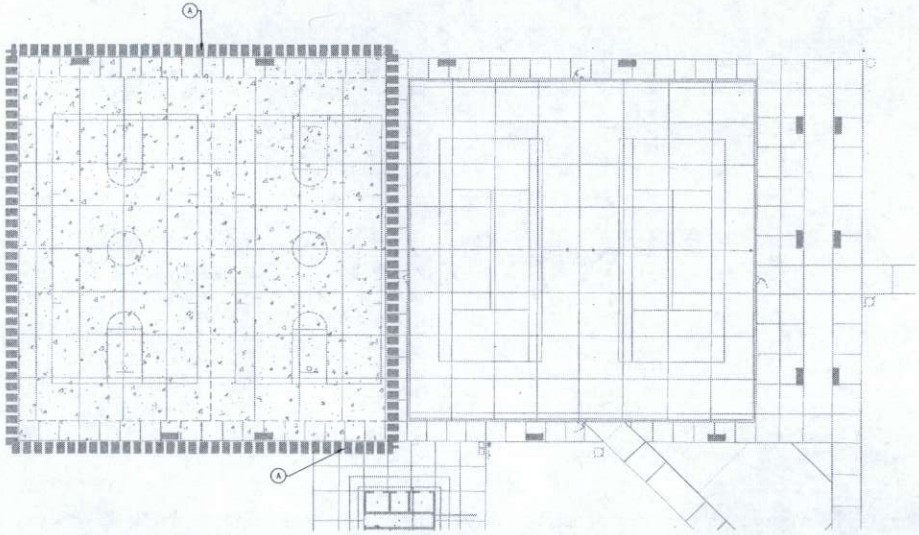
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Sheet
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PIPING SCHEDULE

A	SEE SLEEVING NOTES FOR SIZE
SLEEVE	SCH 40 PVC PIPE
4"	MAINLINE SIZE
10"	MAINLINE SIZE
3/4"	LATERAL SIZE
I	1" LATERAL SIZE
II	1-1/4" LATERAL SIZE
III	1-1/2" LATERAL SIZE
IV	2" LATERAL SIZE
V	2-1/2" LATERAL SIZE
X	3" LATERAL SIZE
XI	4" LATERAL SIZE

IRRIGATION SCHEDULE (SHEETS L3.6-L3.8 ONLY)

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS	DETAIL
ROTORS						
30 ARC	HUNTER I-20-06-MPR-SS 35 TURF ROTOR, 6" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	15	45	VARIES	30' +/-	2/L6.1
24 ARC	HUNTER I-20-06-MPR-SS 30 TURF ROTOR, 6" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	8	45	VARIES	25' +/-	2/L6.1
25	HUNTER I-50-06-SS TURF ROTOR, 6" POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE. STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS. STANDARD NOZZLE.	109	70	25.8	55' +/-	2/L6.1
15	HUNTER I-50-06-SS TURF ROTOR, 6" POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE. STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS. STANDARD NOZZLE.	8	70	16.6	55' +/-	2/L6.1
10	HUNTER I-50-06-SS TURF ROTOR, 6" POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE. STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS. STANDARD NOZZLE.	2	70	12.2	55' +/-	2/L6.1
BUBBLER						
	RAIN BIRD PCT - 05 PRESSURE COMPENSATING THREADED LOW-FLOW BUBBLERS. WITH 1/2" FPT THREADED INLET. LIGHT BROWN = 5 GPH	23	15	5 GPH		3/L6.1
	(1) RAIN BIRD RWS-M-B-C-1401 W/ RWS-GRATE & RWS-SOCK AND (1) RAIN BIRD PCT - 05 PRESSURE COMPENSATING THREADED LOW-FLOW BUBBLERS. WITH 1/2" FPT THREADED INLET. LIGHT BROWN = 5 GPH	2	20	0.25 GPM/.083 GPM		5/L6.1
	RAIN BIRD RWS-M-B-C-1401 W/ RWS-GRATE & RWS SOCK (2 PER TREE)	58	20	0.25 GPM/EA		4/L6.1
IRRIGATION EQUIPMENT						
	RAIN BIRD 100-PESB W/RAIN BIRD LCRBY-100D AND RAIN BIRD PS1-H40X-100 1" PLASTIC INDUSTRIAL VALVES WITH SCRUBBER TECHNOLOGY, DISK Y-FILTER, AND 40PSI PRESSURE REGULATOR. INSTALL IN RAIN BIRD VBSTD VALVE BOX OR EQUAL.	1				8/L6.0
	RAIN BIRD PESB 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES WITH SCRUBBER TECHNOLOGY. INSTALL IN RAIN BIRD VBSTDB AND VBSTDPL VALVE BOX OR EQUAL.	30				7/L6.0
	RAIN BIRD 5-RC 1" 1-PIECE BODY BRASS QUICK-COUPLING VALVE. INSTALL IN RAIN BIRD VB10RND VALVE BOX OR EQUAL.	4				6/L6.0
	NIBCO T-113-K CLASS 125 BRONZE GATE SHUT OFF VALVE WITH CROSS HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION. SIZE RANGE - 1/4" - 3"	3				5/L6.0
PIPING						
	IRRIGATION LATERAL LINE: PVC SCH 40 IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE.	9,869 L.F.				9/L6.1
	4" IRRIGATION MAINLINE: PVC SCH 40 SDR 21 IRRIGATION PIPE. ALL MAINTENANCE FITTINGS TO BE SCH 80	404 L.F.				9/L6.1
	10" IRRIGATION MAINLINE: PVC CLASS 315 SDR 21 GASKETED IRRIGATION PIPE. ALL MAINTENANCE FITTINGS TO BE SCH 80	325 L.F.				9/L6.1
IV IV IV	1" PVC SCHEDULE 40 ELECTRICAL CONDUIT FOR 2-WIRE PATH, WITH PAIGE ELECTRIC P7072D COMMUNICATION CABLE	663 L.F.				1/L6.0
	PIPE SLEEVE: PVC SCH 40 IPS PIPE.	PER PLANS				6/L6.1

IRRIGATED LANDSCAPE WATER EFFICIENCY TABLE

WATER BUDGET CALCULATIONS

MAXIMUM APPLIED WATER ALLOWANCE

MAWA=(ETo)(0.62)((0.45xLA)+((1.0-0.45)xSLA))	LOCAL ETo=	LA =	SLA =		MAWA TOTAL=
	51.5	226,609	225,389		7,214,200 GAL.

ESTIMATED TOTAL WATER USE

ETWU=(ETo)(0.62)(((PFxHA)/IE)+SLA)	LOCAL ETo=	PF =	LA =	SLA =		ETWU TOTAL=
	51.5	SEE BELOW	226,609	225,389		7,213,605 GAL.

HYDROZONE INFORMATION TABLE

HYDROZONE TAG	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (SF)	ETAF X AREA	ESTIMATED TOTAL WATER USE (ETWU)
LANDSCAPE AREAS							
63 (TREE/RWS/MODERATE)	0.40	RWS	0.81	0.49	848 SF	419	13,371 GAL
59 (SHRUB/BUBBLER/LOW)	0.24	BUBBLER	0.81	0.30	372 SF	112	3,563 GAL
					TOTAL AREA= 1,220 SF	TOTAL= 530	TOTAL = 16,935 GAL.
SPECIAL LANDSCAPE AREAS							
47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 (LAWN/ROTOR/MODERATE)				1	225,389 SF	225,389	7,196,671 GAL
					TOTAL AREA= 225,389 SF	TOTAL= 225,389	TOTAL = 7,196,671 GAL.

* THIS INFORMATION DERIVED FROM PLANT FACTOR DESIGNATIONS IN THE WUCOLS IV DOCUMENT.

IRRIGATION SCHEDULE

SCHEDULING NOTES & RUN TIMES

WATERING CYCLES AND DURATION DURING PRE-ESTABLISHMENT PERIODS SHOULD BE ADJUSTED PER PLANT PROVIDER'S RECOMMENDATIONS AND CURRENT WEATHER CONDITIONS.

POST ESTABLISHMENT IRRIGATION SCHEDULE CALCULATED USING AVERAGE CLIMATE CONDITIONS AND AVERAGE PLANT REQUIREMENTS. THIS SCHEDULE SERVES AS A BASE FOR CONTROLLER PROGRAMMING. EXTREME AND SITE SPECIFIC CONDITIONS WILL RESULT IN ETo ADJUSTMENTS AND MAY REQUIRE ADJUSTMENTS TO SCHEDULE FREQUENCY/DURATION.

IRRIGATION CONTROLLER SHALL BE CONFIGURED TO RUN ALL ZONES ON SOAK CYCLES.

STATION RUN-TIMES ARE SHOWN IN MINUTES PER DAY (MIN) AND DAYS PER WEEK (DW)

HYDROZONE TAG	WINTER		SPRING		SUMMER		FALL	
	PRE-EST.	POST-EST.	PRE-EST.	POST-EST.	PRE-EST.	POST-EST.	PRE-EST.	POST-EST.
63 (TREE/RWS/MODERATE)	6 MIN/2 DW	12 MIN/1 DW	21 MIN/2 DW	43 MIN/1 DW	22 MIN/2 DW	44 MIN/1 DW	11 MIN/2 DW	22 MIN/1 DW
59 (SHRUB/BUBBLER/LOW)	2 MIN/4 DW	5 MIN/2 DW	8 MIN/4 DW	16 MIN/2 DW	8 MIN/4 DW	16 MIN/2 DW	4 MIN/4 DW	8 MIN/2 DW
47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 (LAWN/ROTOR/MODERATE)	8 MIN/7 DW	19 MIN/3 DW	30 MIN/7 DW	70 MIN/3 DW	31 MIN/7 DW	73 MIN/3 DW	15 MIN/7 DW	36 MIN/3 DW

SHEET NOTES (NOT ALL MAY APPEAR ON THIS SHEET)

(A) NO NEW IRRIGATION IS PROPOSED FOR THIS AREA UNDER THIS SCOPE OF WORK.

(B) FOR GENERAL IRRIGATION NOTES, SEE SHEET L3.0 OF BASE BID IMPROVEMENT PLANS, DATED 2/3/23.

(C) (1) 3" SCH 40 PVC LATERAL LINE SLEEVE

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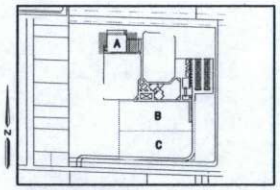
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LOCATION MAP

1"=500'

N

SCALE: 1" = 20'

O'DELL ENGINEERING

ADDITIONAL SCOPE BID DOCUMENTS

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227 - 2600

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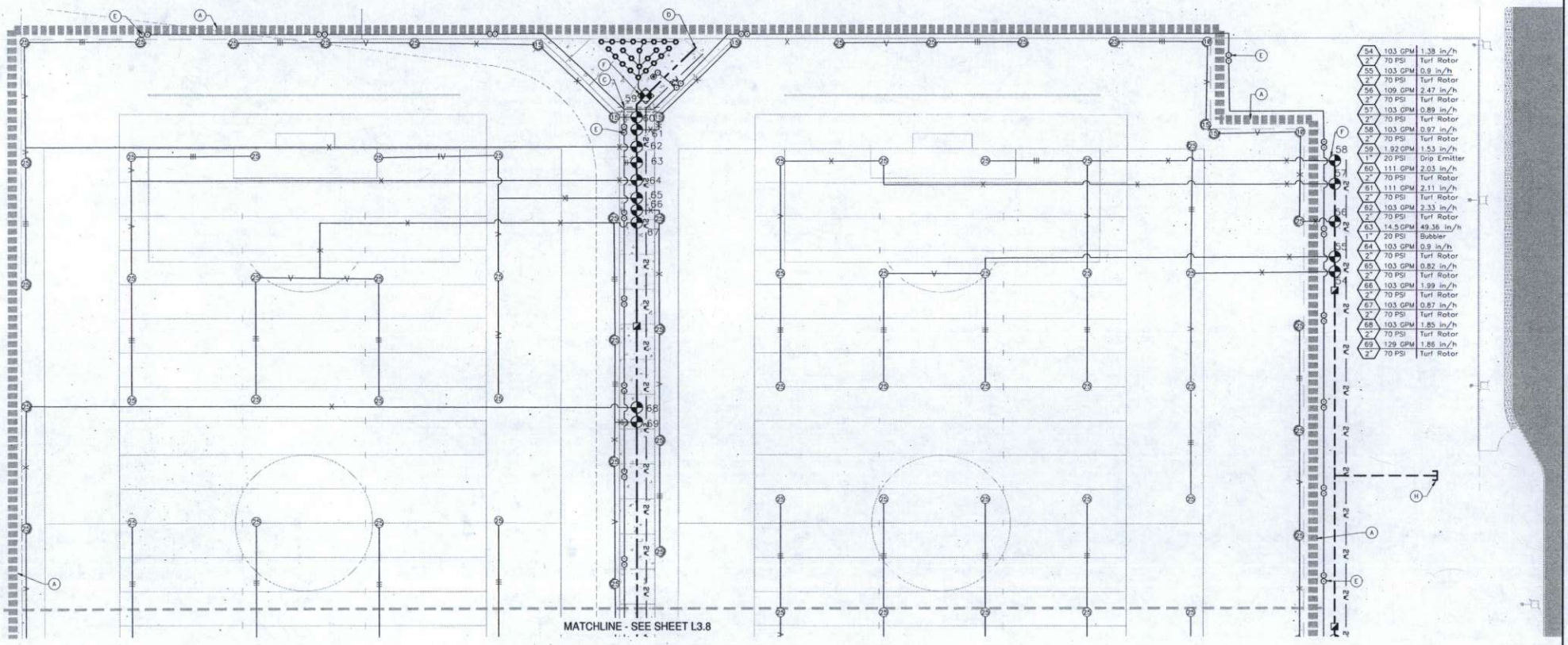
City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

IRRIGATION PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: 1"=20'

File No. 40320-IR.DWG
Sheet
L3.6
42 of 75



54	103 GPM	1.38 in/h	
2"	70 PSI	Turf Rotor	
55	103 GPM	0.9 in/h	
2"	70 PSI	Turf Rotor	
56	109 GPM	2.47 in/h	
2"	70 PSI	Turf Rotor	
57	103 GPM	0.89 in/h	
2"	70 PSI	Turf Rotor	
58	103 GPM	0.97 in/h	
2"	70 PSI	Turf Rotor	
59	1.92 GPM	1.53 in/h	
1"	20 PSI	Drip Emitter	
60	111 GPM	2.03 in/h	
2"	70 PSI	Turf Rotor	
61	111 GPM	2.11 in/h	
2"	70 PSI	Turf Rotor	
62	103 GPM	2.33 in/h	
2"	70 PSI	Turf Rotor	
63	14.5 GPM	49.36 in/h	
1"	20 PSI	Bubbler	
64	103 GPM	0.9 in/h	
2"	70 PSI	Turf Rotor	
65	103 GPM	0.82 in/h	
2"	70 PSI	Turf Rotor	
66	103 GPM	1.99 in/h	
2"	70 PSI	Turf Rotor	
67	103 GPM	0.87 in/h	
2"	70 PSI	Turf Rotor	
68	103 GPM	1.85 in/h	
2"	70 PSI	Turf Rotor	
69	129 GPM	1.86 in/h	
2"	70 PSI	Turf Rotor	

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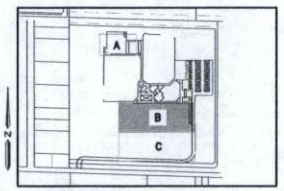
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LOCATION MAP

1"=500'

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SCALE: 1" = 20'

ADDITIONAL SCOPE BID DOCUMENTS

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

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City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
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IRRIGATION PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

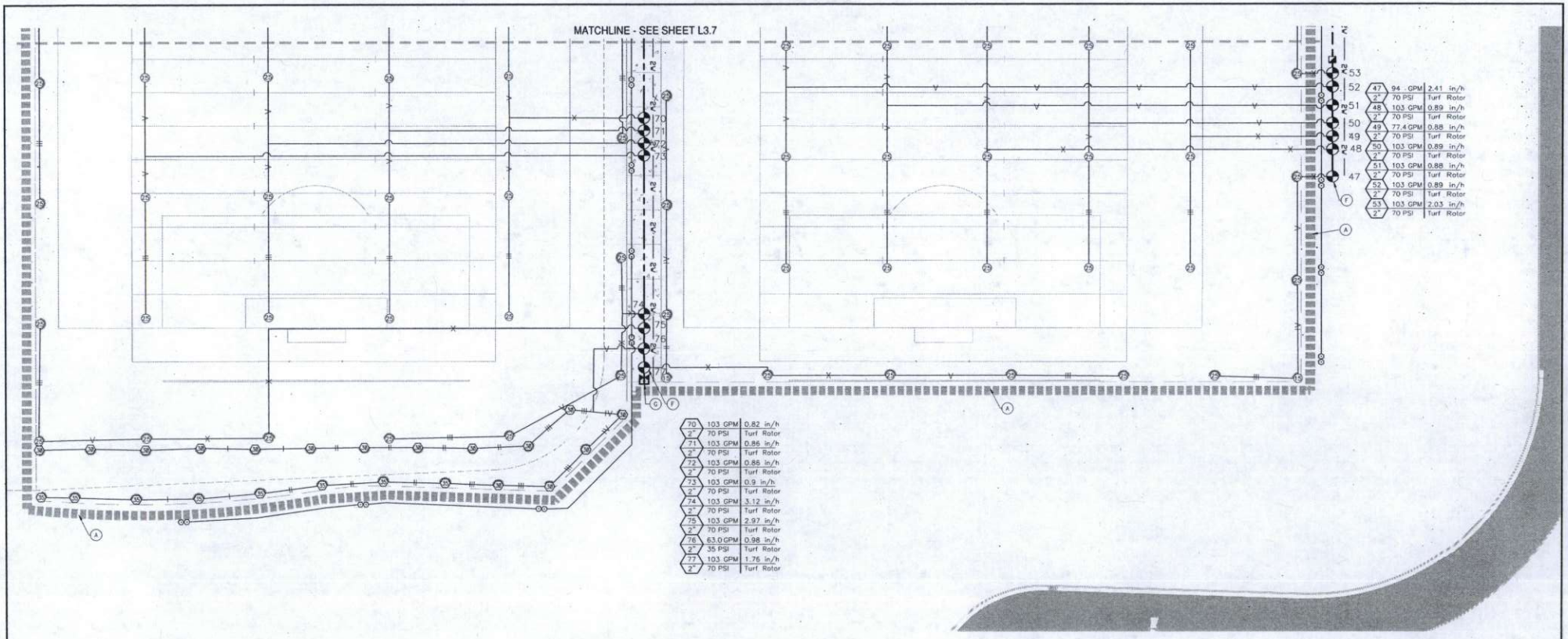
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SCALE: 1"=20'

File No. 40320-IR.DWG

Sheet 1

L3.7

42 of 75



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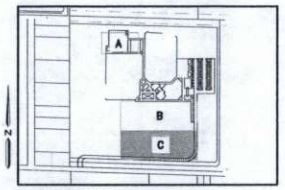
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LOCATION MAP

N

SCALE: 1" = 20'

ADDITIONAL SCOPE
BID DOCUMENTS

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

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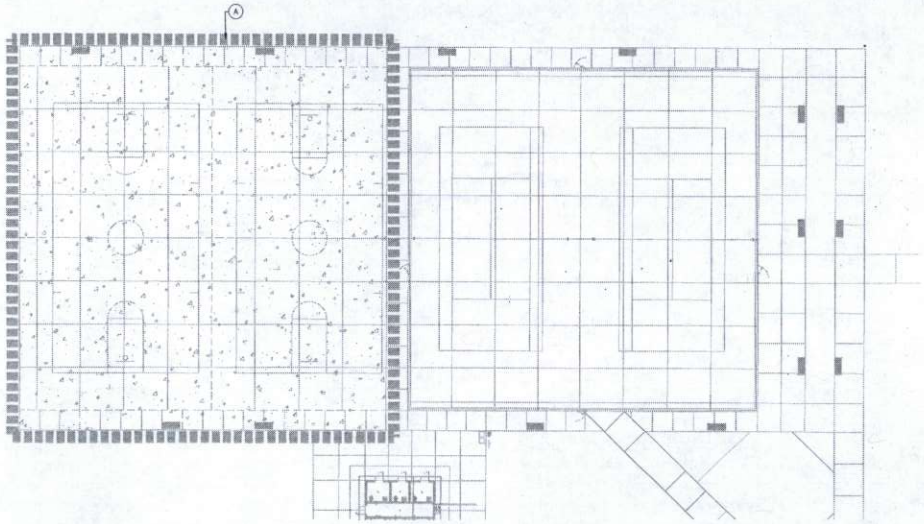
City of Merced
"Gateway to Yosemite"
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IRRIGATION PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
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SCALE: 1"=20'

File No. 4032D-IR.DWG
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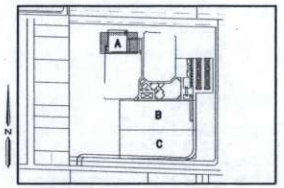


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LOCATION MAP

1"=500'

N

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ADDITIONAL SCOPE
BID DOCUMENTS

O'DELL ENGINEERING

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

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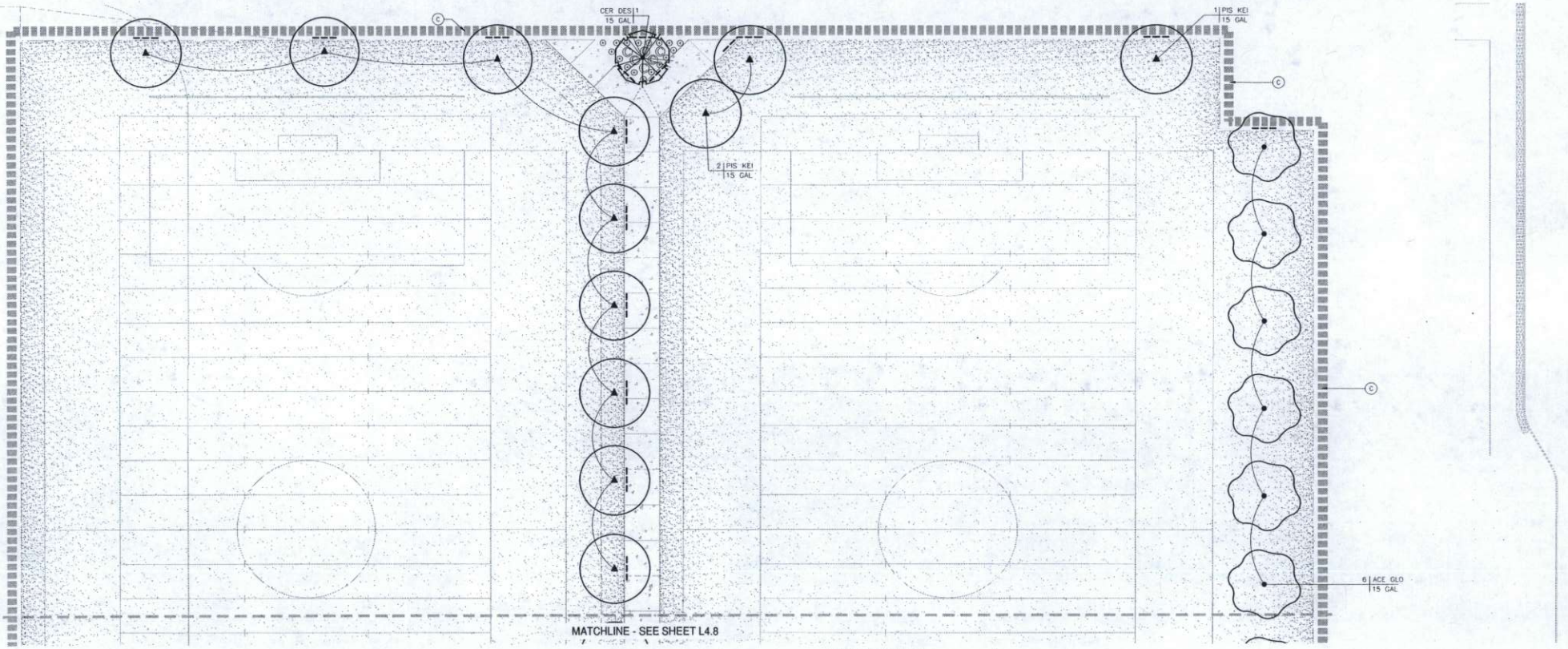
City of Merced
"Gateway to Yosemite"
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

PLANTING PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: 1"=20'

File No. 40320-PT.DWG
Sheet
L4.6
48 of 75



PLANT LEGEND - ADDED SCOPE AREAS ONLY (SHEETS L4.6-L4.8)

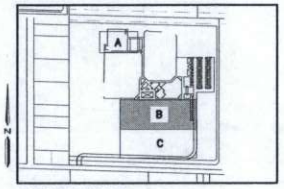
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	APPROX. SPACING	WATER USE	QTY.	REMARKS
TREES							
ACE GLO	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	24" BOX	PER PLAN	MODERATE	10	F&B, FGR, MATCH
CER DES	CERCIDIUM X 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	24" BOX	PER PLAN	MODERATE	1	F&B, FGR, MATCH
PIS KEI	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24" BOX	PER PLAN	LOW	19	F&B, FGR, HI BR, MATCH
SHRUBS							
©	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL	48" O.C.	LOW	6	F&B, FGR, MATCH
⊗	HESPERALOE PARVIFLORA 'PERPA'	BRAKELIGHTS RED YUCCA	1 GAL	30" O.C.	LOW	17	F&B, FGR, RED FLW, MATCH
TURF							
	TIFWAY 419 & TIFWAY II	HYBRID BERMUDA BLEND	HYDROSEED		MODERATE	226,209 SF	
MISCELLANEOUS							
— — —	ROOT BARRIER (DEEP ROOT UB24-2, OR EQUAL)					208 LF	DEEPROOT OR EQUAL. WWW.DEEPROOT.COM. P: (800) 458-7668.

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LOCATION MAP 1"=500'

N

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ADDITIONAL SCOPE BID DOCUMENTS

O'DELL ENGINEERING

LICENSED LANDSCAPE ARCHITECT — TYLER D. FAY — No. 6439 — Signature — 06/30/24 — Renewal Date — 8/11/2023 — Date — STATE OF CALIFORNIA

NO.	DATE	BY	REVISION MADE
1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

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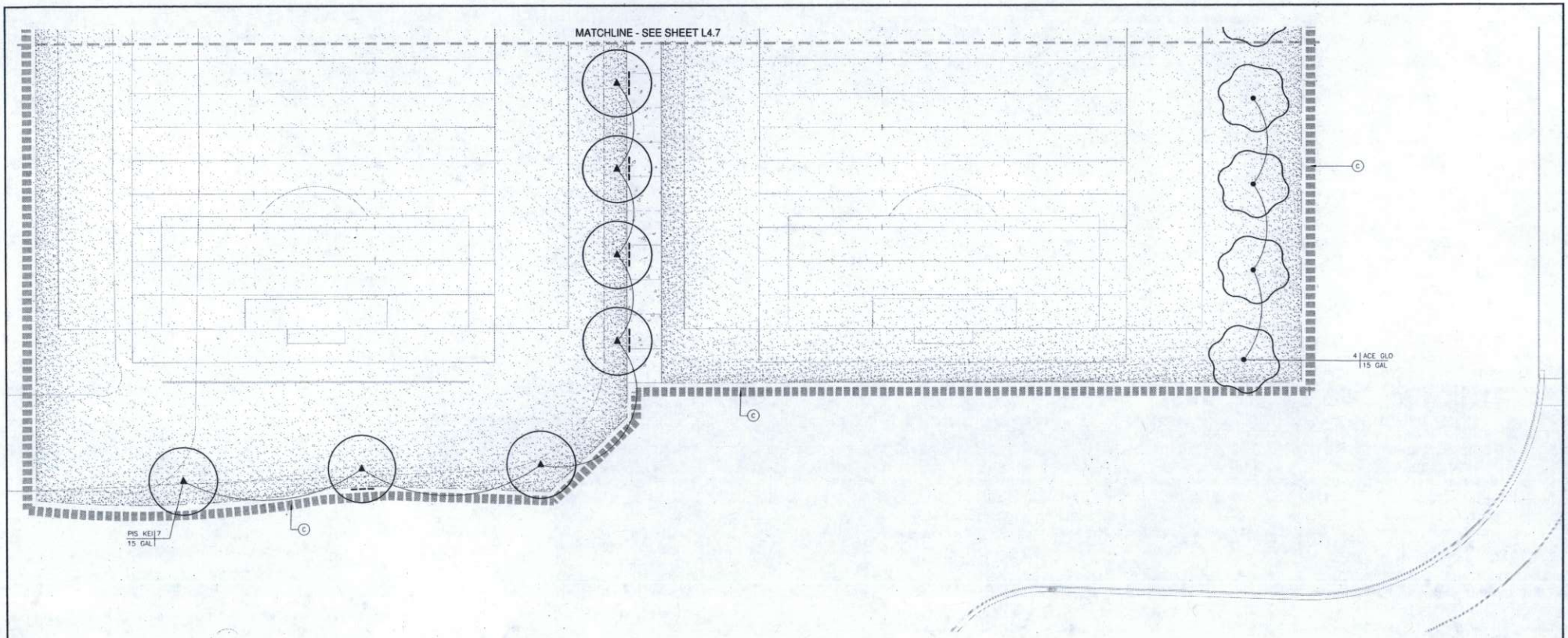
City of Merced — "Gateway to Yosemite" — ENGINEERING — ENGINEERING PROJECTS AND STANDARDS — 678 W. 18th Street (209) 385-6846

PLANTING PLAN

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC
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CH. BY: SK/CK/JN
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File No. 4032D-PT.DWG
Sheet 1
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48 of 75

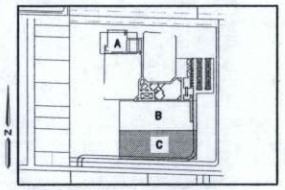


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O'DELL ENGINEERING

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1	6/16/23	TF	ADDED SCOPE AREA REVISIONS

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"Gateway to Yosemite"
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PLANTING PLAN

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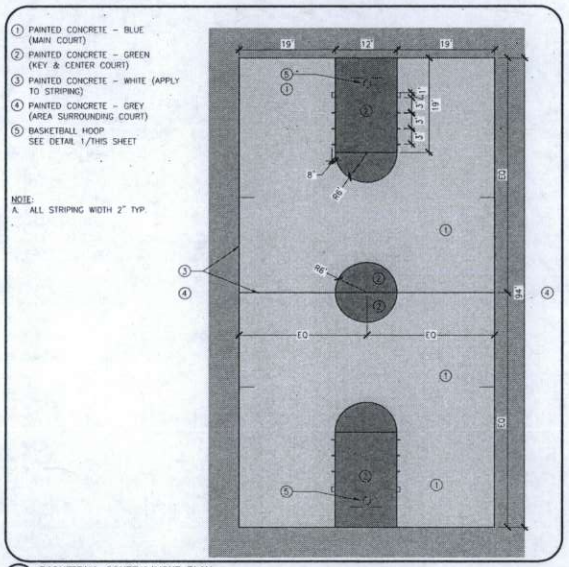
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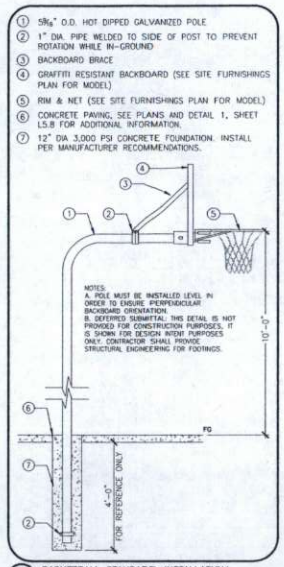
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712



2 BASKETBALL COURT LAYOUT PLAN

NOT TO SCALE



1 BASKETBALL STANDARD INSTALLATION

NOT TO SCALE

O'DELL ENGINEERING

BID SUBMITTAL

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"Gateway to Yosemite"
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CONSTRUCTION DETAILS

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

DR. BY: TF / YC	File No. 40320-DT.DWG
DATE: 01/12/2023	Sheet
CH. BY: SK/CK/JN	L5.10
DATE: 01/12/2023	65 of 75
SCALE: NO SCALE	

GENERAL ELECTRICAL LEGEND

- CONCRETE PULL BOX –SIZE AS NOTED – LIDS AS NOTED 'P' POWER, 'S' SIGNAL, 'F' FIRE ALARM & 'D' DATA; '–T' DENOTES TRAFFIC LID
- CONDUIT –SURFACE MOUNTED OR ABOVE CEILING –EMT WITH COMPRESSION FITTING UNLESS NOTED ON PLANS
- CONDUIT –CONCEALED BELOW FLOOR IN EMT OR UNDERGROUND IN PVC SCH 40 WITH IMC ELBOWS
- DUCT BANK – POWER AND COMMUNICATION. SEE DETAILS FOR CONDUIT ARRANGEMENT
- HOMERUN TO PERSPECTIVE PANEL OR CABINET –BRANCH CIRCUIT WITH OUT FURTHER DESIGNATION IS A #12 WIRE CIRCUIT
- FLEX
- TERMINAL CABINET
- PANEL BOARD –SEE SCHEDULE

GROUND WIRE SIZE – XX – NEUTRAL CKT. WIRE

- MOTOR/EXHAUST FAN –N.I.E.S. –CONNECT AS REQUIRED
- GFCI DUPLEX RECEPTACLE +15" A.F.F. FROM BOTTOM OF BOX U.O.N.
- GFCI QUADPLEX RECEPTACLE +15" A.F.F. FROM BOTTOM OF BOX U.O.N.
- A$3 MOTOR RATED DISCONNECT SWITCH
- 30 FUSED DISCONNECT SWITCH –SIZE AS NOTED –30A. SHOWN

SEE FIXTURE SCHEDULE AND NOTES FOR EXACT CALL OUT & DESCRIPTION

- XX FIXTURE IDENTIFICATION –LETTER INDICATES FIXTURE TYPE –NUMERAL INDICATES LAMP QUANTITY AND WATTAGE

ELECTRICAL COMPLIANCE NOTES

THE INTENT OF THE DRAWINGS AND SPECIFICATION IS TO CONSTRUCT THE PROPOSED BUILDING IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL CONFORM TO THE FOLLOWING CODES AND REGULATIONS AS APPLICABLE:

2019 CALIFORNIA ADMINISTRATIVE CODE (CAC)
PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2019 CALIFORNIA BUILDING CODE (CBC)
PART 2, TITLE 24, CCR
BASED ON THE 2018 INTERNATIONAL BUILDING CODE (IBC)
2019 CALIFORNIA ELECTRICAL CODE (CEC)
PART 3, TITLE 24, CCR
BASED ON THE 2017 NATIONAL ELECTRICAL CODE (NEC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
PART 4, TITLE 24, CCR
BASED ON THE 2018 UNIFORM MECHANICAL CODE (UMC)
2019 CALIFORNIA PLUMBING CODE (CPC)
PART 5, TITLE 24, CCR
BASED ON THE 2018 UNIFORM PLUMBING CODE (UPC)
2019 CALIFORNIA FIRE CODE (CFC)
PART 9, TITLE 24, CCR
BASED ON THE 2018 INTERNATIONAL FIRE CODE (IFC)
2019 NFPA 72, NATIONAL FIRE ALARM & SIGNALING CODE
w/ CALIFORNIA AMENDMENTS.

UNLESS OTHERWISE STATED, IT IS INTENDED THAT THE ABOVE CODES AND REGULATIONS REFER TO THE LATEST EDITION OR REVISION IN EFFECT ON THE DATE OF THE CONTRACT. NOTHING ON THE DRAWING IS TO BE CONSTRUED AS REQUIRING OR PERMITTING WORK THAT IS CONTRARY TO THE ABOVE LISTED CODES AND REGULATIONS, OR OTHER LOCAL, STATE OR FEDERAL CODES OR REGULATIONS WHICH MAY BE APPLICABLE.

GENERAL ELECTRICAL NOTES

1. PROVIDE ALL LABOR, MATERIALS, TOOLS, PLANT EQUIPMENT, TRANSPORTATION AND ALL PERFORM ALL OPERATIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF ALL ELECTRICAL WORK REQUIRED FOR THE COMPLETE AND OPERATING SYSTEMS AS OUTLINED WITHIN THE SCOPE OF WORK.
2. UNDERWRITERS LABORATORIES, INC., SHALL MEET THEIR REQUIREMENTS AND SHALL BEAR THEIR LABEL WHEREVER STANDARDS HAVE BEEN ESTABLISHED AND LABEL SERVICE IS REGULARLY FURNISHED BY THAT AGENCY.
3. THE SIZE AND LOCATIONS OF EQUIPMENT ARE SHOWN TO SCALE WHEREVER POSSIBLE, CONTRACTOR SHALL MAKE USE OF ALL DATA IN ALL CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION AT THE SITE.
4. CONDUCTORS SHALL BE COPPER CONDUCTORS TYPE AS NOTED ON CONSTRUCTION DOCUMENTS.
5. ALL REQUIRED CONDUITS SHALL BE PROVIDED BY E.C. LOW VOLTAGE WIRING SHALL BE BY MECHANICAL CONTRACTOR, LINE VOLTAGE (50 VOLTS OR MORE) SHALL BE BY ELECTRICAL CONTRACTOR.
6. DO NOT PENETRATE STRUCTURAL MEMBERS, INCLUDING BEAMS, COLUMNS, OR FOOTINGS, WITHOUT PRIOR WRITTEN CONSENT OF THE CITY'S STRUCTURAL ENGINEER. SHOULD IT BECOME NECESSARY TO PENETRATE SUCH MEMBERS, NOTIFY THE CITY IN WRITING WITHOUT DELAY, PRIOR TO PROCEEDING WITH CONSTRUCTION AROUND SUCH MEMBERS.
7. ALL ELECTRICAL WORK SHALL CONFORM WITH THE 2019 CALIF. ELECTRICAL CODE CALIFORNIA TITLE 17, 19 & 24 ALONG WITH N.F.P.A. STANDARDS AND THE STATE FIRE MARSHAL'S REQUIREMENTS.
8. ALL WORK TO BE IN ACCORDANCE WITH REQUIREMENTS OF STATE & GOVERNING LOCAL FIRE CODES AND BUILDING CODES.
9. WHERE EXISTING CONSTRUCTION IS CUT, DAMAGED, OR REMODELED, PATCH WITH MATERIALS TO MATCH IN KIND, QUALITY, AND PERFORMANCE.
10. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR SAFETY OF ALL PERSONS ON OR ABOUT THE CONSTRUCTION SITE, IN ACCORDANCE WITH APPLICABLE LAWS AND CODES. GUARD ALL HAZARDS IN ACCORDANCE WITH THE SAFETY PROVISIONS OF THE LATEST MANUAL OF ACCIDENT PREVENTION PUBLISHED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA.
11. CLEAN ALL EXPOSED SURFACES AND NEW EQUIPMENT AFTER COMPLETION.
12. ALL CONDUIT SHALL BE TYPE EMT CONDUIT UNLESS OTHERWISE NOTED. TYPE MC CABLE SHALL NOT BE USED UNLESS SPECIFICALLY NOTED ON THE CONSTRUCTION DOCUMENTS.
13. OPERATED DEVICES SUCH AS, BUT NOT LIMITED TO, TELE/DATA OUTLETS, RECEPTACLE OUTLETS AND LIGHT SWITCHES INSTALLED IN AREAS NOT RESTRICTED TO AUTHORIZED MAINTENANCE PERSONAL SHALL BE MOUNTED AT A MINIMUM OF +15" AFF., AS MEASURED FROM THE BOTTOM OF THE DEVICE OUTLET BOX, AND MAXIMUM OF +48" AFF., AS MEASURED FROM THE TOP OF THE DEVICE OUTLET BOX.
14. ALL CHANGE ORDER PROPOSALS AND CHANGE ORDERS, BOTH ADDITIVE AND DEDUCTIVE, SHALL BE BASED UPON AND BE ACCOMPANIED BY A DETAILED MATERIALS AND LABOR BREAKDOWN FOR EACH SPECIFIC TASK AND/OR ITEM. THE BREAKDOWN SHALL INCLUDE ACTUAL MATERIALS COSTS PLUS OVERHEAD AND PROFIT, AS WELL AS LABOR UNITS BASE UPON THE MOST RECENT NECA MANUAL OF LABOR UNITS (NECA INDEX #4090) OR EQUIVALENT PUBLICATION FOR EACH SPECIFIC TASK AND ITEM. LABOR COSTS SHALL BE COMPUTED AS OUTLINED WITHIN THE GENERAL CONDITIONS, BASED UPON THE NECA LABOR TABLES FOR EACH TASK REQUIRED. MATERIALS COSTS SHALL INCLUDE ACTUAL CONTRACTOR INVOICE PLUS NO MORE THAN 15% MARKUP. THE OWNER AND CONTRACTOR AGREE TO THE ABOVE CHANGE ORDER COST PROCEDURE, FOR BOTH ADDITIVE AND DEDUCTIVE CHANGE ORDERS.
15. ALL PERSONNEL WORKING WITH ENERGIZED EQUIPMENT WITHIN THE RESTRICTED ZONE PER NFPA–70E SHALL COMPLY WITH ALL NFPA–70E AND OSHA REQUIREMENTS AND BE ARC FLASH SAFETY CERTIFIED.

ELECTRICAL ABBREVIATIONS

Δ	DELTA CONNECTED	CATV	CABLE TELEVISION	ENCL	ENCLOSURE	IDF	INTERMEDIATE DISTRIBUTION FRAME	MIN	MINIMUM	PS	PRESSURE SWITCH	TH	THERMOSTAT
Y	WYE CONNECTED	CKT	CIRCUIT	EP	EXPLOSION PROOF	INCAN	INCANDESCENT	MPOE	MAIN POINT OF ENTRY	PWR	POWER	TRANSF	TRANSFORMER
0	PHASE	CLG	CEILING	EQUIP	EQUIPMENT	IDC	INITIATING DEVICE CIRCUIT	MSB	MAIN SWITCHBOARD			TYP	TYPICAL
&	AND	CO	CONDUIT ONLY	ETC	ET CETERA	IN	INCHES			(R)	REMOVE(D)	TSP	TWISTED SHIELDED PAIR
@	AT	COMM	COMMUNICATION	EVAP	EVAPORATOR	INST	INSTANTANEOUS	N	NEUTRAL	RA	REMOTE ANNUNCIATOR	THRU	THROUGH
'	FEET	CONC	CONCRETE					(N)	NEW	RD	ROAD		
"	INCHES	CONN	CONNECT	(F)	FUTURE	J	JUNCTION BOX	NA	NON–AUTOMATIC	REQD	REQUIRED	UG	UNDERGROUND
A	AMPERES	CONT	CONTINUATION OR CONTINUED	FA	FIRE ALARM			NAC	NOTIFICATION APPLIANCE CIRCUIT	REQMTS	REQUIREMENTS	UNO	UNLESS NOTED OTHERWISE
AC	ALTERNATING CURRENT	COORD	COORDINATE	FACP	FIRE ALARM CONTROL PANEL	KV	KILOVOLTS	NC	NORMALLY CLOSED	RGP	REDUNDANT GROUND PATH	V	VOLTS
ACT	ABOVE COUNTERTOP/BACKSPLASH	CR	CONTROL RELAY	FAT	FIRE ALARM TERMINAL CABINET	KVA	KILOVOLT AMPERES	NIES	NOT IN ELECTRICAL SECTION	RM	ROOM	VA	VOLT AMPS
ADJ	ADJACENT, ADJOINING	CT	CURRENT TRANSFORMER	FIXT	FIXTURE	KW	KILOWATTS	NIC	NOT IN ELECTRICAL CODE	RECP	RECEPTACLE	VFD	VARIABLE FREQUENCY DRIVE
AFD	ADJUSTABLE FREQUENCY DRIVE	COMP	COMPRESSOR	FLA	FULL LOAD AMPS	L	LINE	NO., #	NUMBER	RT	RAIN TIGHT	VM	VOLT METER
AFF	ABOVE FINISHED FLOOR	CU	COPPER	FLEX	FLEXIBLE	LB	ELBOW	NO	NORMALLY OPEN				
AL	ALUMINUM			FLUOR	FLUORESCENT	LF	LINEAR FEET	NL	NIGHT LIGHT	SCH	SCHEDULE	W	WIRE
APPROX	APPROXIMATE	DC	DIRECT CURRENT	FS	FLOW SWITCH	LOS	LOCKOUT–STOP			SEC	SECONDS, SECONDARY	W/	WITH
ARCH	ARCHITECT	DET	DETAIL	FOR	FORWARD–OFF–REVERSE	LOH	LOCK–OFF–HALT	OC	ON CENTER	SHT	SHEET	W/O	WITHOUT
AUTO	AUTOMATIC	DISC	DISCONNECT	FT	FEET	LV	LOW VOLTAGE	OH	OVERHEAD	SIG	SIGNAL	WP	WEATHERPROOF
AUX	AUXILIARY	DIST	DISTRIBUTION					OL	THERMAL OVERLOAD RELAY	SPECS	SPECIFICATIONS	WHD	WATT HOUR DEMAND METER
ALT	ALTERNATE	DSA	DIVISION OF THE STATE ARCHITECT	GALV	GALVANIZED	M	MOTOR	OT	OVER TEMPERATURE	SW	SWITCH	WM	WATT METER
AWG	AMERICAN WIRE GAUGE	DWG	DRAWING	GND	GROUND	MAX	MAXIMUM	OSHPD	OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT	SWD	SWITCHED	WH	WATER HEATER
				GC	GENERAL CONTRACTOR	MCA	MINIMUM CIRCUIT AMPS			SP	SPARE	XFMER	TRANSFORMER
B	BARE	(E), EXIST	EXISTING			MCC	MOTOR CONTROL CENTER			STD	STANDARD	(XR)	REMOVE AND RELOCATE(D)
BC	BARE COPPER GROUND	EC	ELECTRICAL CONTRACTOR	HI	HIGH	MCM	THOUSAND CIRCULAR MILLS	PA	PUBLIC ADDRESS	STR	STRANDED		
BKBD	BACKBOARD	EL, ELEV	ELEVATION	HOA	HAND–OFF–AUTO	MCP	MOTOR CIRCUIT PROTECTOR	PB	PULL BOX	SWBD	SWITCHBOARD		
BRKR	BREAKER	EL	EMERGENCY LIGHT			MDF	MAIN DISTRIBUTION FRAME	PNL	PANEL				
BLDG	BUILDING	ELECT	ELECTRICAL	HOS	HAND–OFF–STANDBY	MECH	MECHANICAL	PH	PHASE	TELE	TELEPHONE		
C	CONDUIT OR CONTRACTOR	EMS	ENERGY MANAGEMENT SYSTEM	HV	HIGH VOLTAGE	MFG	MANUFACTURER	PR	PAIR	TEMP	TEMPERATURE		
CAB	CABINET	EMT	ELECTRICAL METALLIC TUBING	HVAC	HEATING, VENTILATION, AIR CONDITIONING			PRI	PRIMARY	TOA	TEST OFF AUTOMATIC		
		EOL	END OF LINE										

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CONSULTING ELECTRICAL ENGINEERS

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REGISTERED PROFESSIONAL ENGINEER KEVIN L. PEZZONI NO. 16288 EXP. 11/24 ELECTRICAL STATE OF CALIFORNIA

DATE	BY	REVISION MADE
2/3/23	CCM	ADDENDUM #3 REVISIONS
2/22/23	KLP	ADDENDUM #4 REVISIONS
6/16/23	KLP	ADDED SCOPE AREA REVISIONS

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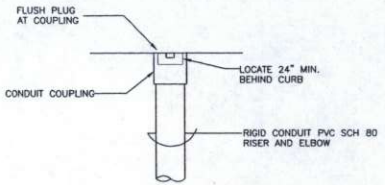
GENERAL NOTES AND ABBREVIATIONS

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: ----
DATE:
SCALE:

File No. –
Sheet
EO.1
of #

714



1 FUTURE EV CHARGER AT WALKWAY
SCALE: N.T.S.

LIGHTING FIXTURE SCHEDULE

SYMBOL	LABEL		MANUFACTURER	CATALOG NUMBER	NUMBER LAMPS	LUMENS PER LAMP	WATTAGE
	A		STERNBERG	FIXTURE: A882R "AUBURN" LAMP:VEGA #D4A-30-G-40K-T3M (30W 5100lm) POLE: "BIRMINGHAM" 7716-T	1	4112	39.6
	B		Leotek Electronics USA LLC	FIXTURE: AR13-48N-MV-NW-2-BK-100-MSL7 PIT:1 POLE: AMERON "N" SERIES, 25' POLE, 11GA. W/TENON ADAPTER	1	10863	73
	C		Leotek Electronics USA LLC	FIXTURE: AR13-48N-MV-NW-4-BK-100-MSL7 PIT:1 POLE: AMERON "N" SERIES, 25' POLE, 11GA. W/TENON ADAPTER	1	11023	73
	D		Leotek Electronics USA LLC	FIXTURE: (4X) AR13-48N-MV-NW-4-BK-100-MSL7 PIT:4 POLE: AMERON "N" SERIES, 25' POLE, 11GA. W/TENON ADAPTER	1	11023	292
	F		KENALL	#MLHA12-48-F-LG-CP-45L40K -DCC-1-120-MS	1	5,300	45

ELECTRICAL VAULT SCHEDULE

LOCATION	POWER	COMM.
EV1	2X3	2X3
EV2	3X5	2X3
EV3	3X5	2X3
EV4	2X3	2X3
EV5	2X3	2X3
EV6	2X3	2X3
EV7	2X3	2X3
EV8	2X3	2X3
EV9	N48	N36
~~EV10~~	~~N18~~	~~N18~~
EV11	2X3	2X3
EV12	2X3	2X3

NOTE:
CONDUITS TYPES "H", "HL", & "L" TERMINATE IN POWER
CONDUITS TYPE "C" TERMINATE IN COMM.

CONDUIT & CABLE SCHEDULE

CONDUIT ID#	FROM	TO	CONDUIT QNTY	CONDUIT SIZE	CONDUIT TYPE	CONDUCTOR QNTY	CONDUCTOR SIZE	CONDUCTOR GND	CABLE QNTY	CABLE TYPE	NOTES
P 001	(E) MID VAULT	(N) MID XFMER PAD	1	4"	PVC 40				1	PULL ROPE	
H 001	(N) MID XFMER PAD	(N) MSB	2	4"	PVC 40	4	500MCM				
H 002	(N) MSB	(N) PANEL "HL1"	1	2"	RMC	4	#3/0	#6			[2]
H 003	(N) MSB	(N) XFMER "TX-LS"	1	1"	PVC 40	3	#6	#8			
H 004	(N) MSB	(N) XFMER "TX-LC"	1	3"	PVC 40	3	#3/0	#6			
H 005	(N) MSB	(N) XFMER "TX-LR"	1	2"	PVC 40	3	#1	#6			
H 006	(N) MSB	EV9/(E) EVC DISTRIB	1	3"	PVC 40				1	PULL ROPE	VIA EV2-EV3-EV4-EV5
H 007	(N) MSB	(N) IRRIG PUMP #1	1	1"	PVC 40	3	#4	#8			
H 008	(N) MSB	(E) IRRIG PUMP #2	1		PVC 40				1	PULL ROPE	[4]
H 009	(N) MSB	(N) PANEL "HL2"	1	2"	RMC	4	#3/0	#6			[4]
HL 001	(N) GUTTER	EV4/(E) FIELD #1 LTG	1	3"	RMC					PULL ROPE	[2] VIA EV2-EV3
HL 002	(N) GUTTER	EV5/(E) FIELD #2 LTG	1	3"	RMC	12	#8	#8			[2] VIA EV2-EV3-EV4
HL 003	(N) GUTTER	EV8/(E) FIELD #3 LTG	1	3"	RMC	12	#6	#8			[2] VIA EV2-EV3
HL 004	(N) GUTTER	EV2/(E) FIELD #4 LTG	1	2"	RMC					PULL ROPE	[2]
HL 005	(N) GUTTER	EV2/(N) FIELD #5/6 LTG	1	2"	RMC	24	#8	#8			[2]
HL 006	(N) FIELD #2 POLE	EV8	1	1"	PVC 40	3	#8	#8			
HL 007	(N) FIELD #3 POLE	EV8	1	1"	PVC 40	3	#6	#8			
HL 010	(N) PED POLE	(N) PED POLE/EV#	1	1"	PVC 40	2	#4	#8			PATHWAY CIRCUIT
HL 010 A	(N) PED POLE	STUB	1	1"	PVC 40						STUB& CAP 24" FROM FOOTING
HL 011 A	(N) PANEL "HL1"	EV2	1	2"	PVC 40	4	#4	#8			CKTS. HL1-1,2,3
HL 011 B	EV2	EV3	1	2"	PVC 40	6	#4	#8			CKTS. HL1-1,3
HL 012	(N) GUTTER	EV1	2	2"	RMC				1	PULL ROPE	[1][2]
HL 013	(N) FIELD #5 POLE	EV11	1	1"	PVC 40	3	#8	#8			
HL 014	(N) FIELD #5/6 POLE	EV11	1	1"	PVC 40	6	#8	#8			
HL 015	(N) FIELD #6 POLE	EV2	1	1"	PVC 40	3	#8	#8			
L 001	(N) XFMER "TX-LS"	(N) PANEL "LS"	1	1 1/2"	LFMC	4	#2	#8			
L 002	(N) XFMER "TX-LC"	(N) PANEL "LC"	1	2 1/2"	LFMC	4	#3/0	#6			[3]
L 003	(N) XFMER "TX-LR"	(N) PANEL "LR"	1	1 1/2"	LFMC	4	#2	#8			[3]
L 004	(N) PANEL "LS"	IRRIG. CONTROLLER	1	3/4"	RMC	2	#12	#12			[2]
L 005	(N) PANEL "LS"	EV1	2	1 1/2"	RMC				1	PULL ROPE	[1][2]
L 020	(F) EV CHARGER	EV9/(F) EVC DISTRIB	1	1 1/2"	PVC 40				1	PULL ROPE	TERMINATE IN FIELD PER 1/E1.0
L 030 A	(N) PANEL "LC"	EV5	1	2"	PVC 40	8	#6	#10			RECP CKTS (X4)
						2	#10				LTG CKT
L 030 B	EV5	PICNIC SHELTER	1	1 1/4"	PVC 40	4	#6	#10			RECP CKT (X2)
						2	#10				LTG CKT
L 030 C	EV5	PICNIC SHELTER	1	1 1/4"	PVC 40	4	#6	#10			RECP CKT (X2)
L 031	(N) PANEL "LC"	EV5	2	2"	PVC 40				1	PULL ROPE	
L 032	EV5	EV10	1	2"	PVC 40				1	PULL ROPE	VIA EV8
L 040 A	(N) PANEL "LR"	EV7	1	2"	PVC 40	2	#6	#10			RECP CKT
						2	#10				LTG CKT
L 040 B	EV7	PICNIC SHELTER	1	1"	PVC 40	2	#6	#10			RECP CKT
						2	#10				LTG CKT
L 041	(N) PANEL "LR"	EV7	2	2"	PVC 40				1	PULL ROPE	
C 001	EV1	EV2	2	2"	PVC 40				1	PULL ROPE	[1]
C 002	EV2	EV3	2	2"	PVC 40				1	PULL ROPE	[1]
C 003	EV3	EV9	2	2"	PVC 40				1	PULL ROPE	[1]
C 004	EV3	EV4	2	2"	PVC 40				1	PULL ROPE	[1]
C 005	EV3	EV8	2	2"	PVC 40				1	PULL ROPE	[1]
C 006	EV4	EV5	2	2"	PVC 40				1	PULL ROPE	[1]
C 007	EV5	EV8	2	2"	PVC 40				1	PULL ROPE	[1]
C 008	EV8	EV10	2	2"	PVC 40				1	PULL ROPE	[1]
C 009	EV5	EV9	2	2"	PVC 40				1	PULL ROPE	[1]
C 010	(N) FIELD #2 POLE	EV5	1	1 1/2"	PVC 40				1	PULL ROPE	
C 011	(N) FIELD #3 POLE	EV8	1	1 1/2"	PVC 40				1	PULL ROPE	
C 012	EV5	EV7	2	2"	PVC 40				1	PULL ROPE	[1]
C 013	EV5	CONCESSION BLDG	2	2"	PVC 40				1	PULL ROPE	[1] STUB & CAP +6"AFF
C 014	EV7	RESTROOM BLDG	2	2"	PVC 40				1	PULL ROPE	[1] STUB & CAP +6"AFF
C 015	EV2	EV11	2	2"	PVC 40				1	PULL ROPE	[1]
C 016	EV11	EV12	2	2"	PVC 40				1	PULL ROPE	[1]
C 017	(N) FIELD #5 POLE	EV11	1	1 1/2"	PVC 40				1	PULL ROPE	
C 018	(N) FIELD #6 POLE	EV11	1	1 1/2"	PVC 40				1	PULL ROPE	
C 019	(N) FIELD #5 POLE	EV4	1	1 1/2"	PVC 40				1	PULL ROPE	
C 020	(N) FIELD #6 POLE	EV4	1	1 1/2"	PVC 40				1	PULL ROPE	
XH 001	(N) MSB	EV2	2	2"	PVC 40				1	PULL ROPE	[1] VIA EV1
XH 002	EV2	EV3	2	2"	PVC 40				1	PULL ROPE	[1]
XH 003	EV3	EV9	2	2"	PVC 40				1	PULL ROPE	[1]
XH 004	EV3	EV4	2	2"	PVC 40				1	PULL ROPE	[1]
XH 005	EV3	EV8	2	2"	PVC 40				1	PULL ROPE	[1]
XH 006	EV8	EV10	2	2"	PVC 40				1	PULL ROPE	[1]
XH 007	EV4	EV5	2	2"	PVC 40				1	PULL ROPE	[1]
XH 008	EV5	EV8	2	2"	PVC 40				1	PULL ROPE	[1]
XH 009	EV5	EV6	2	2"	PVC 40				1	PULL ROPE	[1]
XH 010	EV6	EV7	2	2"	PVC 40				1	PULL ROPE	[1]
XH 011	EV2	EV11	2	2"	PVC 40				1	PULL ROPE	[1]
XH 012	EV11	EV12	2	2"	PVC 40				1	PULL ROPE	[1]

NOTES:
[1] = PROVIDE CONDUCTOR/CABLES IN ALL CONDUITS
[2] = RACEWAY BELOW GRADE & NOT EXPOSED MAY BE PVC SCH 40
[3] = PROVIDE FLEXIBLE LFMC CONNECTION AT TRANSFORMER
[4] = CAP CONDUIT @ +6"AFG

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2/22/23	KLP	ADDENDUM #4 REVISIONS
6/16/23	KLP	ADDED SCOPE AREA REVISIONS

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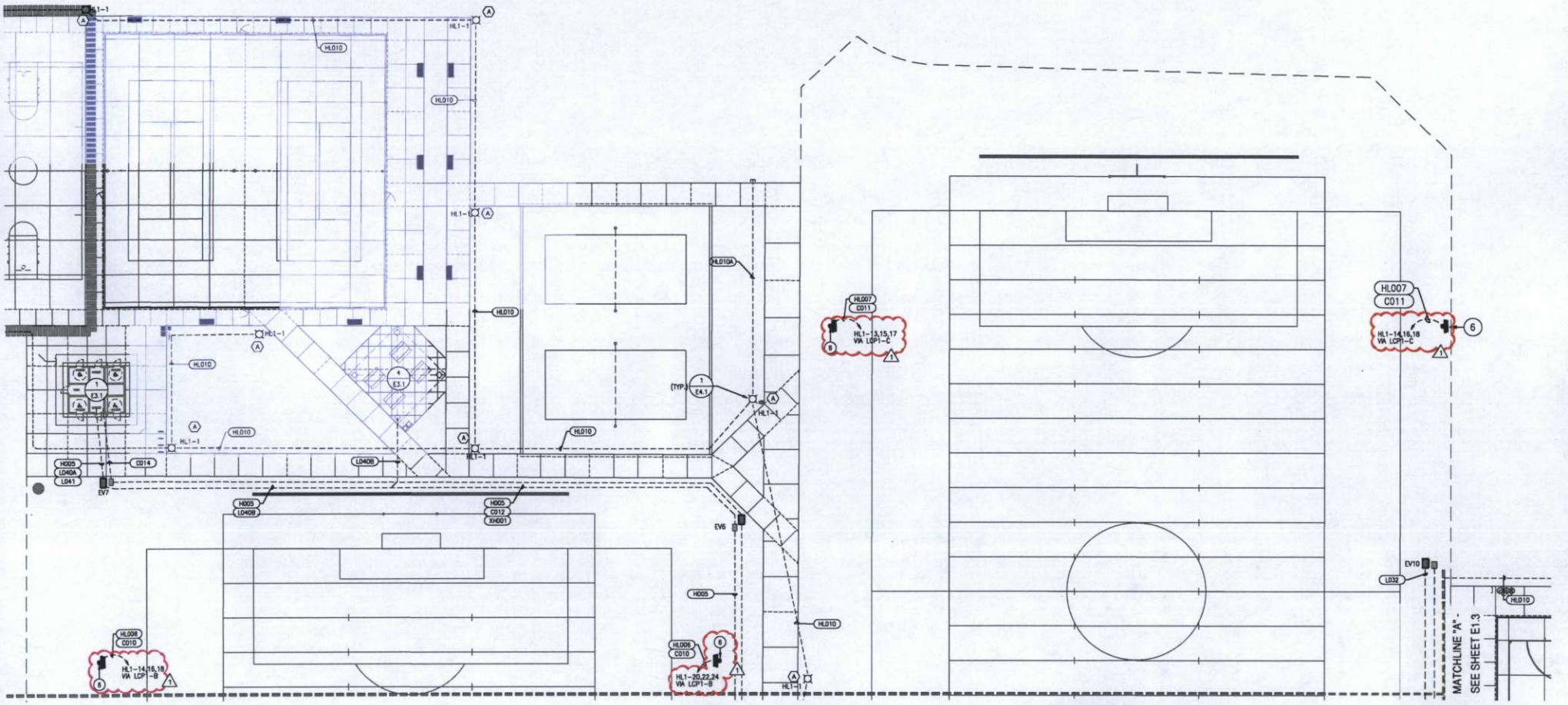
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"Gateway to Yosemite"
PUBLIC WORKS
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

CONDUIT AND LIGHITNG SCHEDULES

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: -----
DATE:
SCALE:

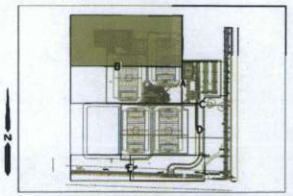
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Sheet E1.0 of #



NOTES:

NOT ALL NOTES MAY BE USED ON THIS SHEET

1. (N) 4"C PG&E PRIMARY PER PG&E GREENBOOK --COORDINATE ROUTING TO (E) POLE
2. (N) N48 POWER & N36 COMM PULLBOXES PER DETAIL 2/E4.1.
3. (N) N36 POWER PULLBOX PER DETAIL 2/E4.1.
4. (N) POWER DUCT BANK PER DETAIL 3/E4.1.
5. (N) POWER & COMMUNICATION DUCT BANK PER DETAIL 3/E4.1.
6. (N) SPORT LIGHTING POLE LOCATION W/ (N) 1 1/2"C TO NEAREST POWER PULLBOX
7. (N) POWER & COMM FEEDS TO CONCESSION BUILDING
8. (N) POWER & COMM FEEDS TO RESTROOM BUILDING
9. (N) RESTROOM BUILDING W/(N) XFMER "TX-LP" & PANEL "LP"
10. (N) CONCESSION BUILDING W/(N) XFMER "TX-LC" & PANEL "LC"
11. (N) N48 POWER PULLBOX PER DETAIL 2/E4.1.



LOCATION MAP

1"=500'

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KEVIN L. PEZZONI NO. 16288 EXP. 12/31 REGISTERED PROFESSIONAL ENGINEER ELECTRICAL

PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"

NO.	DATE	BY	REVISION MADE
	2/3/23	CCM	ADDENDUM #3 REVISIONS
	2/22/23	KLP	ADDENDUM #4 REVISIONS
	6/16/23	KLP	ADDED SCOPE AREA REVISIONS

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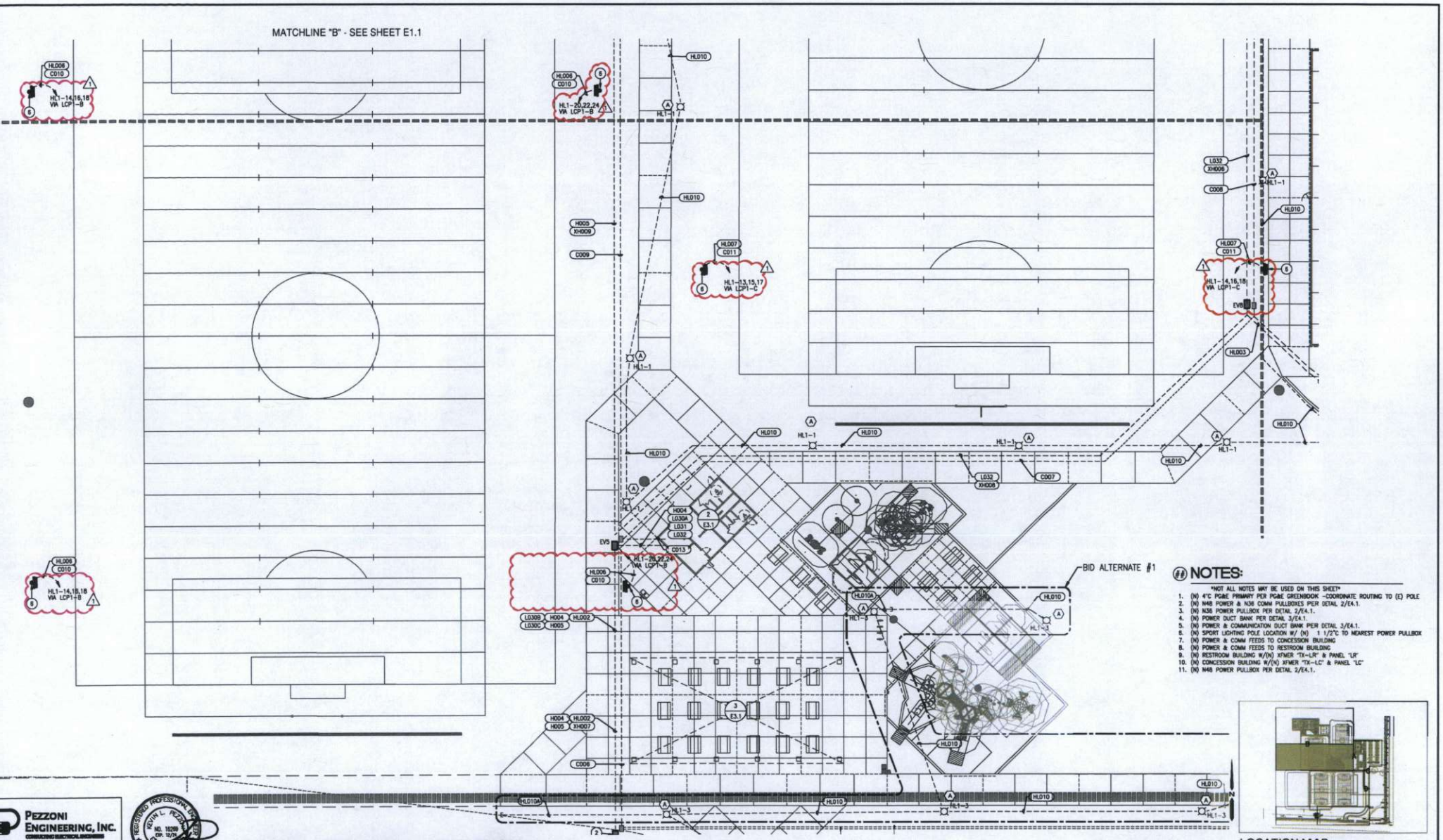
AREA A - PARTIAL ELECTRICAL PLAN

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: -----
DATE:
SCALE:

File No. –
Sheet E1.1 of #

716



PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"

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DATE	BY	REVISION MADE
2/3/23	CCM	ADDENDUM #3 REVISIONS
2/22/23	KLP	ADDENDUM #4 REVISIONS
6/16/23	KLP	ADDED SCOPE AREA REVISIONS

Underground Service Alert
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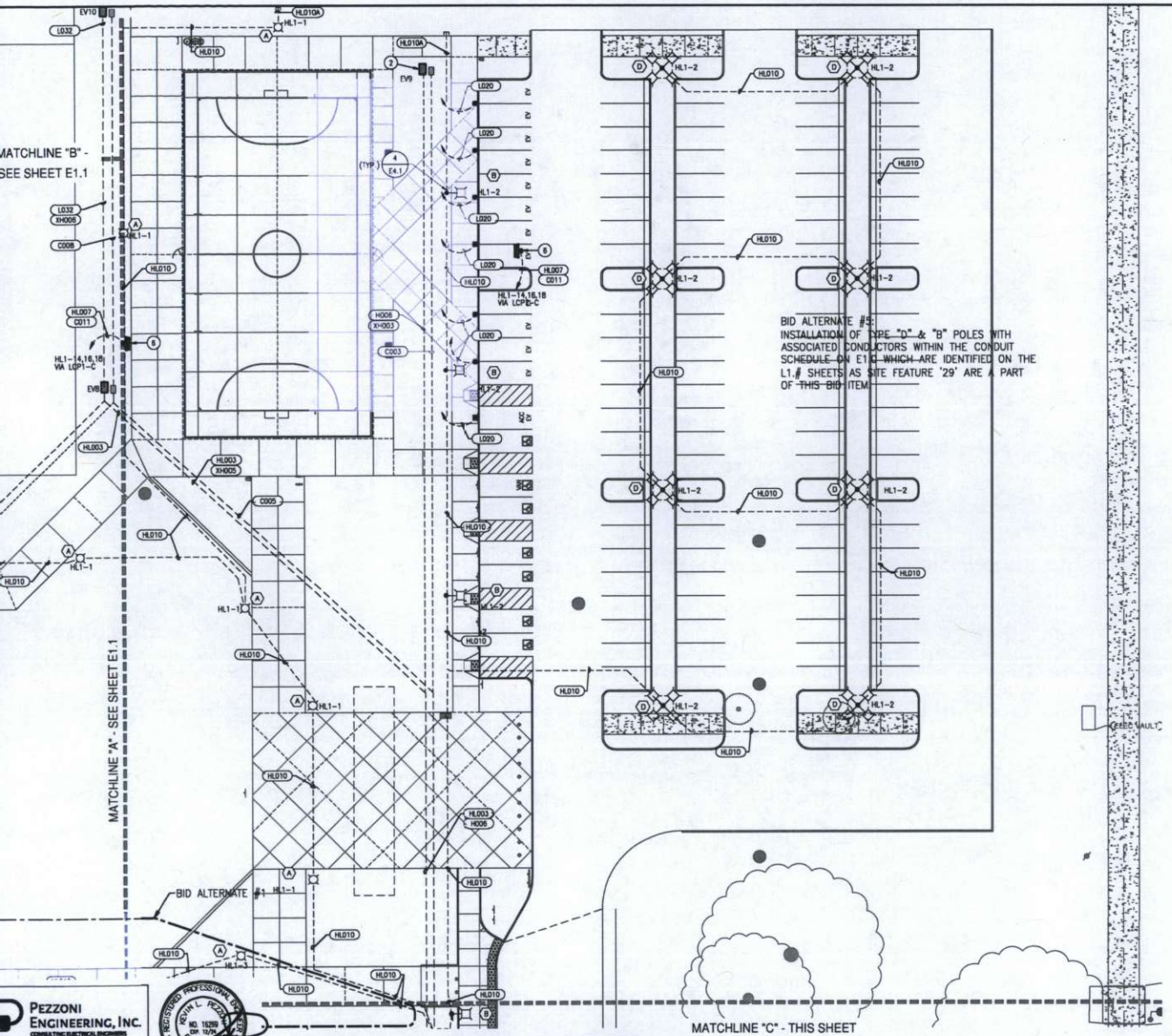
City of Merced
"Gateway to Yosemite"
PUBLIC WORKS
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

AREA B - PARTIAL ELECTRICAL PLAN

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

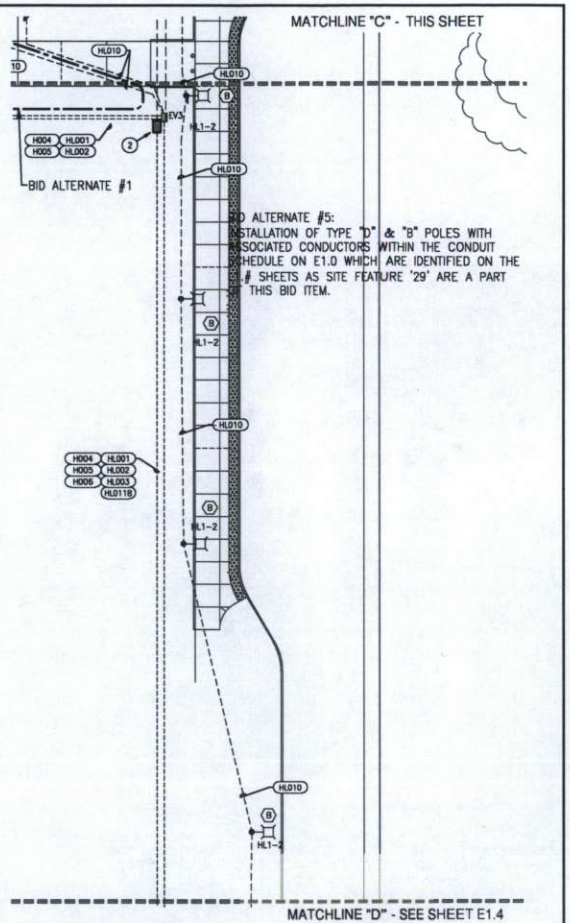
DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: ----
DATE:
SCALE:

File No. -
Sheet E1.2
of #



PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"



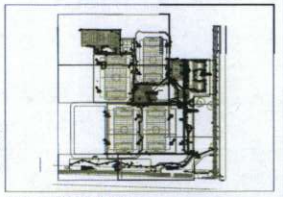
PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"

NOTES:

NOT ALL NOTES MAY BE USED ON THIS SHEET

1. (N) 4"C PG&E PRIMARY PER PG&E GREENBOOK - COORDINATE ROUTING TO (E) POLE
2. (N) N48 POWER & N36 COMM PULLBOXES PER DETAIL 2/E4.1.
3. (N) N36 POWER PULLBOX PER DETAIL 2/E4.1.
4. (N) POWER DUCT BANK PER DETAIL 3/E4.1.
5. (N) POWER & COMMUNICATION DUCT BANK PER DETAIL 3/E4.1.
6. (N) SPORT LIGHTING POLE LOCATION W/ (N) 1 1/2"C TO NEAREST POWER PULLBOX
7. (N) POWER & COMM FEEDS TO CONCESSION BUILDING
8. (N) POWER & COMM FEEDS TO RESTROOM BUILDING
9. (N) RESTROOM BUILDING W/(N) XFMER "TX-LR" & PANEL "LR"
10. (N) CONCESSION BUILDING W/(N) XFMER "TX-LC" & PANEL "LC"
11. (N) N48 POWER PULLBOX PER DETAIL 2/E4.1.



LOCATION MAP

1"=500'

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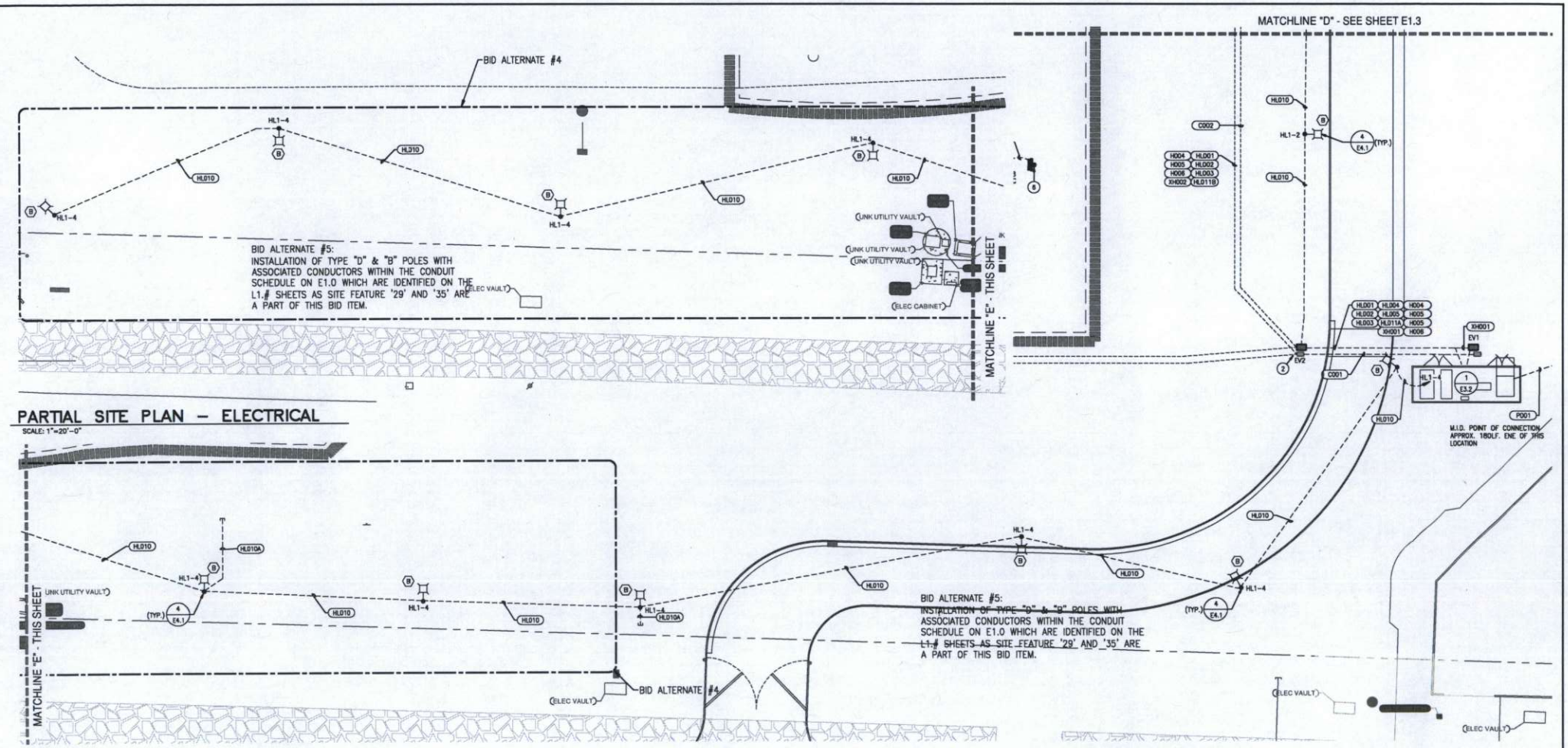
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AREA C - PARTIAL ELECTRICAL PLAN

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

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CH. BY: ----
DATE:
SCALE:

File No. –
Sheet E1.3 of #



PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"

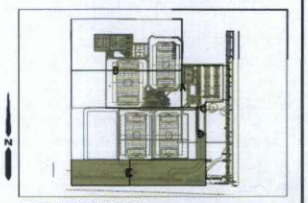
PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"

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9. (N) RESTROOM BUILDING W/(N) XFMER "TX-LR" & PANEL "LR"
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11. (N) H48 POWER PULLBOX PER DETAIL 2/E4.1.



LOCATION MAP

1"=500'

PEZZONI ENGINEERING, INC.
CONSULTING ELECTRICAL ENGINEERS
1762 17th Street, Suite #107 Modesto, CA 95354
PHONE: 209 394 4402
http://www.pezzoni.com

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REGISTERED PROFESSIONAL ENGINEER KEVIN L. PEZZONI NO. 16259 EXP. 12/24 STATE OF CALIFORNIA

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AREA D - PARTIAL ELECTRICAL PLAN

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

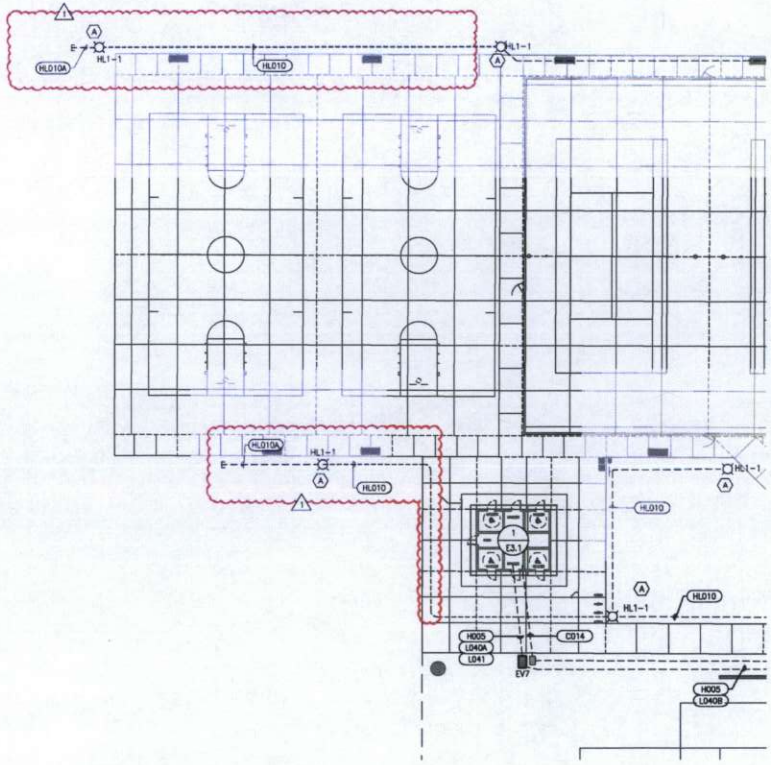
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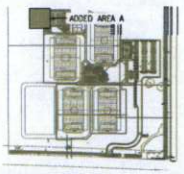
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11. (N) H48 POWER PULLBOX PER DETAIL 2/E4.1.



ADDED AREA A, PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"



N

LOCATION MAP

1"=500'

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REGISTERED PROFESSIONAL ENGINEER KEVIN L. PEZZONI NO. 16269 EXP. 12/24 ELECTRICAL

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ADDED AREA A, PARTIAL ELECTRICAL PLAN - ELECTRICAL

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

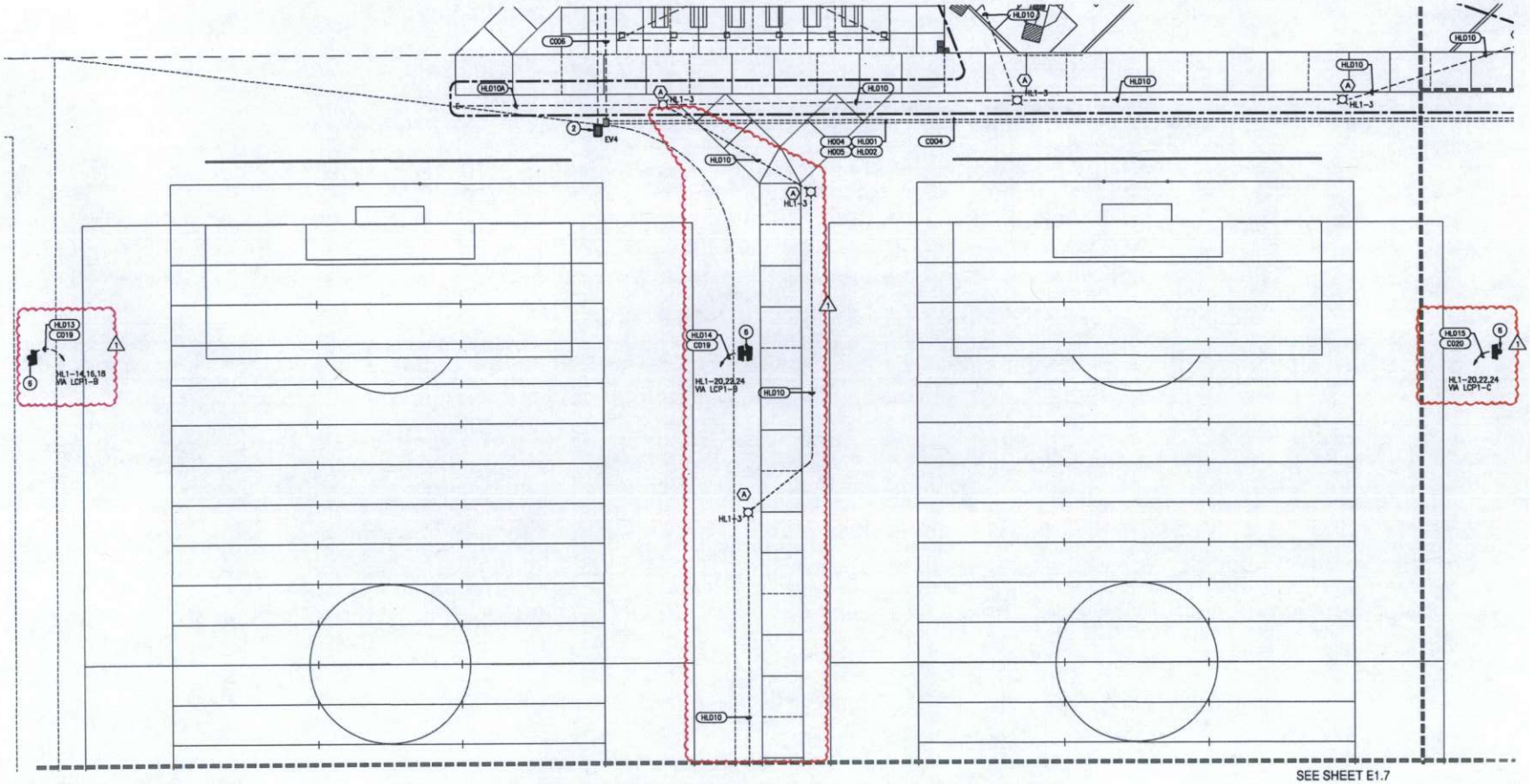
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NOTES:

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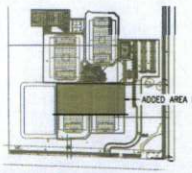
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11. (N) N48 POWER PULLBOX PER DETAIL 2/E4.1.



SEE SHEET E1.7

ADDED AREA B, PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"



LOCATION MAP

1"=500'

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ADDED AREA B, PARTIAL ELECTRICAL PLAN - ELECTRICAL

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

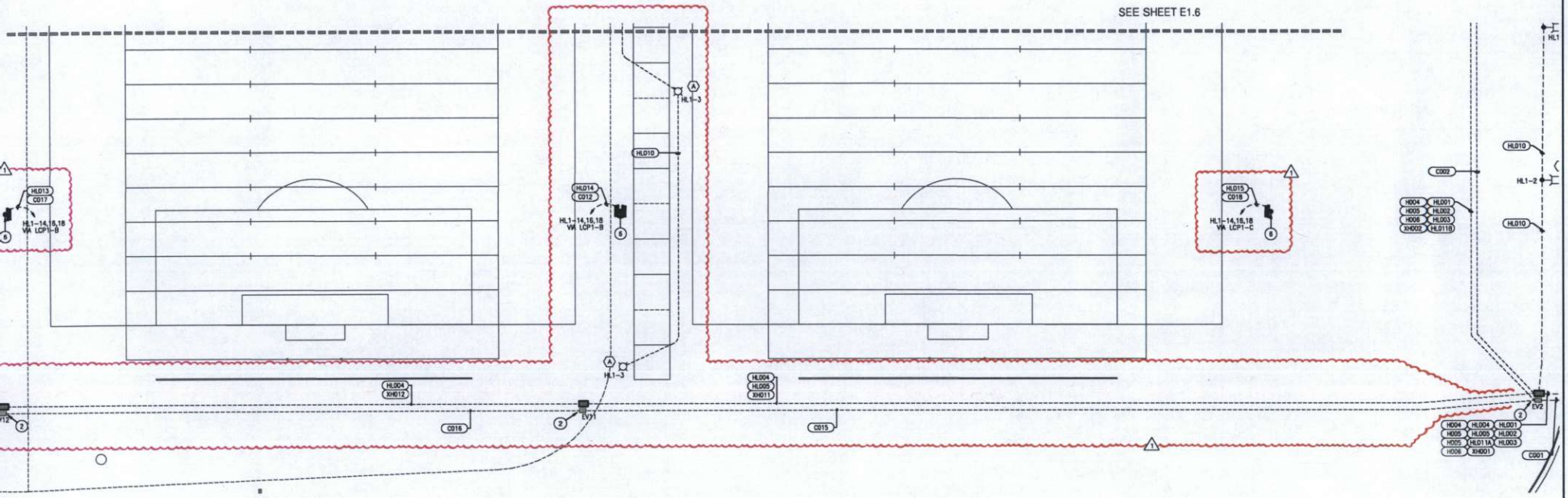
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of #

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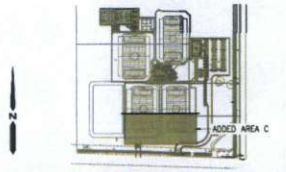
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ADDED AREA C, PARTIAL SITE PLAN – ELECTRICAL

SCALE: 1"=20'-0"



LOCATION MAP

1"=500'

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ADDED AREA C, PARTIAL ELECTRICAL PLAN - ELECTRICAL

PROJECT# 40320
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COMMUNITY PARK-42
BID SET

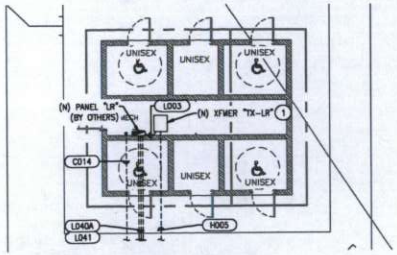
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of #

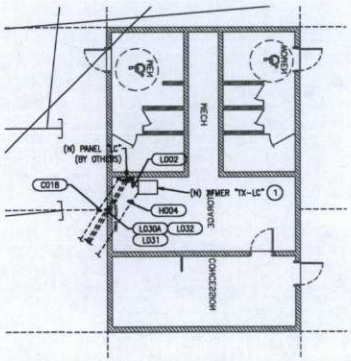
722

(#) PLAN NOTES:

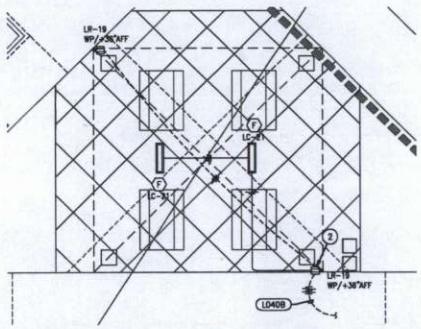
1. FIELD LOCATE TRANSFORMER WITHIN BUILDING & MAINTAIN CEC 110.26 CLEARANCES -INSTALL PER DETAIL ---------.
2. BASE BID SCOPE WILL BE TO STUB & CAP CONDUIT IN TRENCH AT FIRST COLUMN LOCATION W/UTILITY LOCATER BEACON -DELETE CONDUCTORS WITHIN HOMERUN.



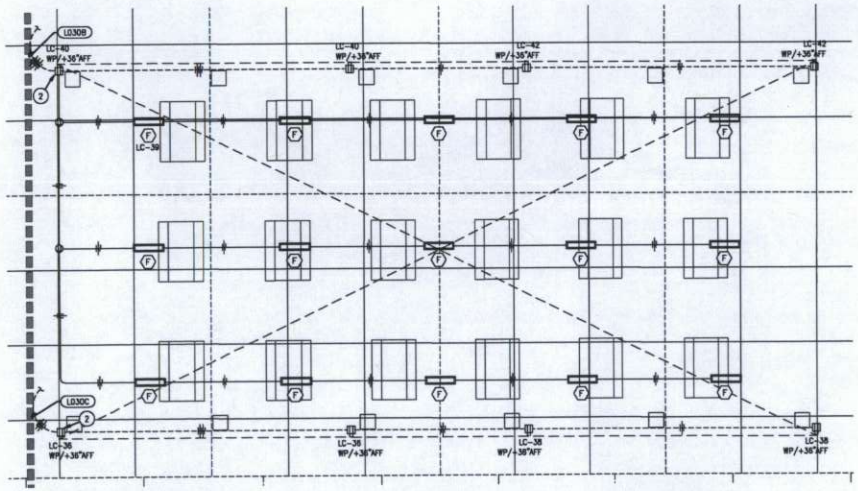
1 RESTROOM BUILDING
SCALE: 1/8" = 1'-0"



2 CONCESSION/RESTROOM BUILDING
SCALE: 1/8" = 1'-0"



4 PICNIC LAYOUT – ELECTRICAL (BID ALTERNATE #3)
SCALE: 1/8" = 1'-0"



3 MAIN PICNIC LAYOUT – ELECTRICAL (BID ALTERNATE #2)
SCALE: 1/8" = 1'-0"

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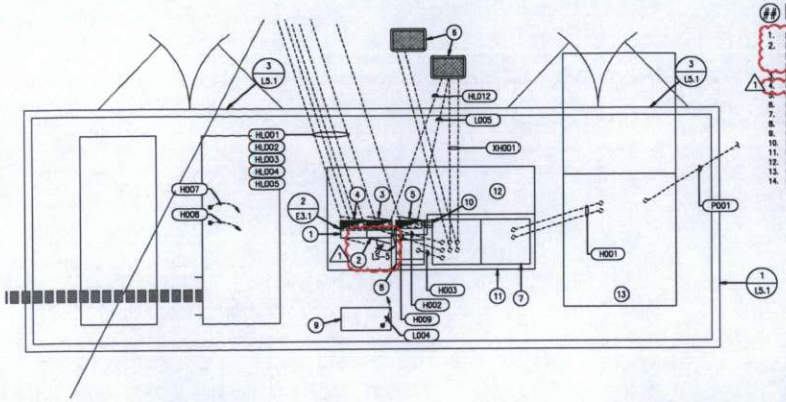
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PARTIAL PLOT PLANS

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
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CH. BY: ------
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SCALE:

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Sheet E3.1 of #

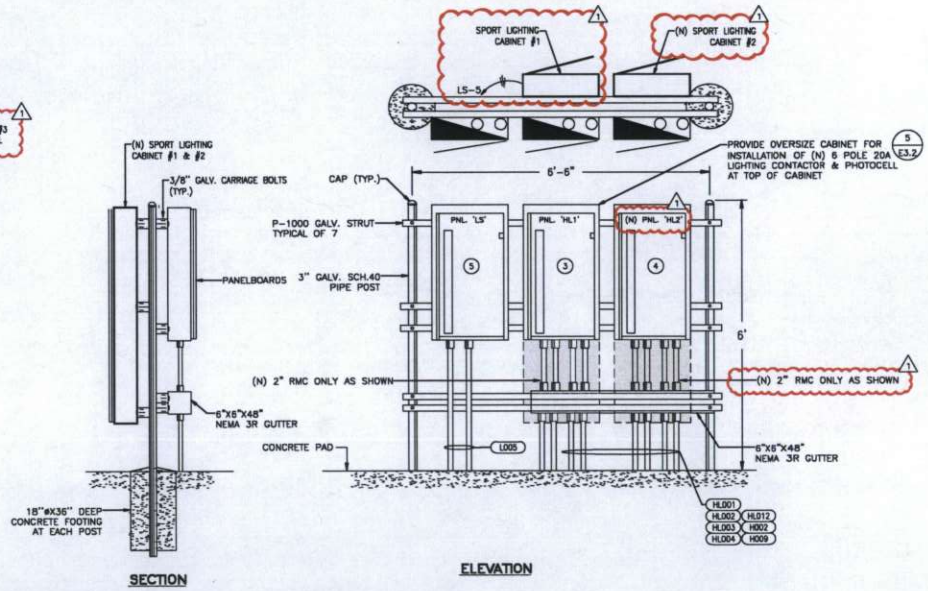


(##) NOTES:

1. (N) SPORT LTG. CONTROL CABINET #2.
2. (N) SPORTL LGHTING CONTROL CABINET 'LCP1' -CONNECT FIELDS #2 & #3 FEEDERS VIA (N) -3-2" STUBS INTO GUTTER BELOW -CONNECT CONTROL POWER ONTO (N) PNL 'LS' CKT. SHOWN.
3. (N) PANEL 'LS'.
4. (N) PANEL 'HL2'.
5. (N) PANEL 'L3'.
6. (N) 2X3 VAULT.
7. (N) MAIN DISTRIBUTION BOARD 'MSB' -DETAIL 3/E3.2.
8. (N) TRANSFORMER 'TX-LS'.
9. (N) IRRIGATION CONTROLLER -CONNECT 120V POWER.
10. (N) DUPLEX WEATHERPROOF GFCI RECEPTACLE W/20A CIRCUIT TO PANEL 'LS.'
11. (N) EQUIPMENT FOUNDATION PER DETAIL 4/E3.2.
12. (N) CONCRETE PAD 4" THICK MINIMUM.
13. (N) MID PAD MOUNTED TRANSFORMER PER MID REQUIREMENTS.
14. (N) IRRIGATION PUMP SKID -SEE LA SHEETS FOR REQUIREMENTS.

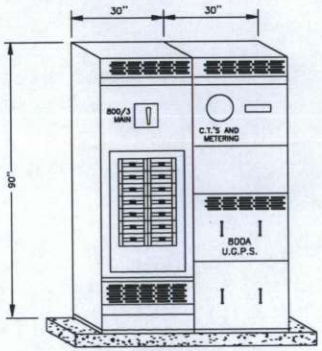
1 PARTIAL SITE PLAN – UTILITY YARD

SCALE: 1"=4'-0"



2 ELECTRICAL EQUIP. MOUNTING DETAIL

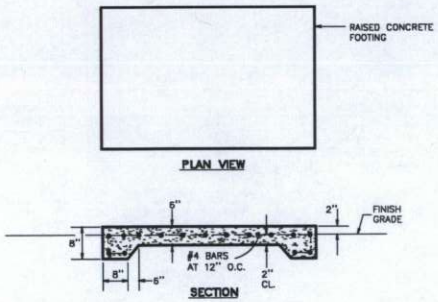
SCALE: NTS



ELEVATION

3 NEW MAIN SWITCHBOARD

SCALE: NTS

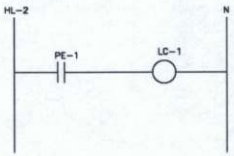


PLAN VIEW

SECTION

4 FOUNDATION DETAIL

SCALE: NTS



NOTE:
SEE PANEL SCHEDULE FOR EXACT NUMBER OF STREET LIGHTING CIRCUITS NEEDED AT SERVICE PEDESTAL-(POC's) THIS DIAGRAM SHOWS GENERAL REQUIREMENTS NEEDED AND EXACT LAYOUT FOR CONTROLS MAY VARY. VERIFY REQMTS. PRIOR TO CONSTRUCTION.

LC-1 : LTG. CONTACTOR -6 POLE -20A- 277V.-50. #8903

P.E.: FISHER PIERCE :5660

5 LIGHTING CONTROL DIAGRAM

SCALE: NTS

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REGISTERED PROFESSIONAL ENGINEER — KEVIN L. PEZZONI — NO. 16285 — EXP. 12/31 — STATE OF CALIFORNIA

DATE	BY	REVISION MADE
2/3/23	CCM	ADDENDUM #3 REVISIONS
2/22/23	KLP	ADDENDUM #4 REVISIONS
6/16/23	KLP	ADDED SCOPE AREA REVISIONS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
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NOTE:
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City of Merced
"Gateway to Yosemite"
PUBLIC WORKS
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

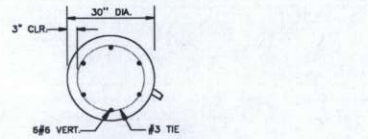
PARTIAL SITE PLAN - ELECTRICAL YARD

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

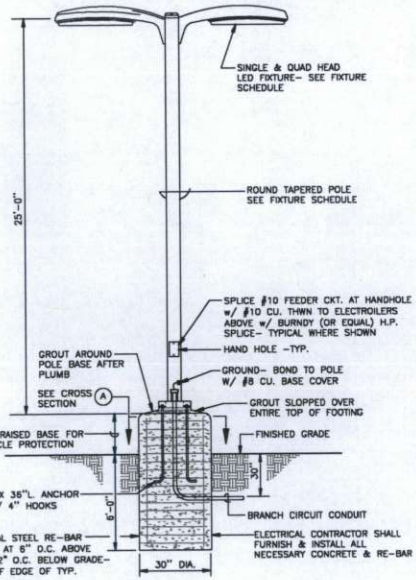
DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: -----
DATE:
SCALE:

File No. -
Sheet E3.2
of #

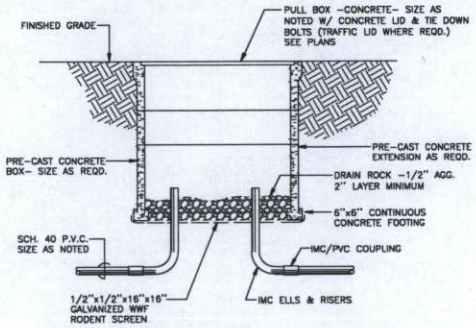
724



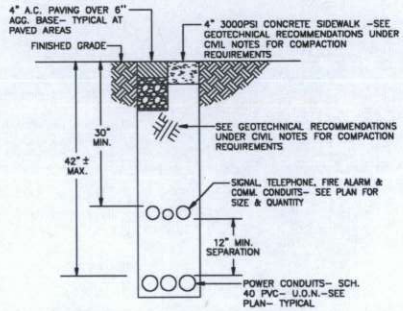
A CROSS SECTION DETAIL
SCALE: N.T.S.



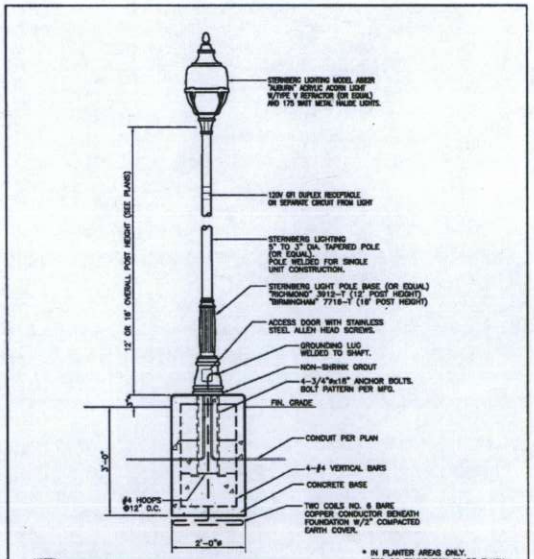
4 LIGHT STANDARD & BASE
SCALE: N.T.S.



2 PULL BOX –TYPICAL
SCALE: N.T.S.



3 ELECTRICAL TRENCH SECTION –TYPICAL
SCALE: N.T.S.



1 POST TOP ELECTROLIER, POLE & BASE– TYPICAL
SCALE: NONE

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NO.	DATE	BY	REVISION MADE
A	2/3/23	CCM	ADDENDUM #3 REVISIONS
B	2/22/23	KLP	ADDENDUM #4 REVISIONS
1	6/16/23	KLP	ADDED SCOPE AREA REVISIONS

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City of Merced
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DETAILS

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: ----
DATE:
SCALE:

File No. –
Sheet E4.1 of #

725

PANELBOARD SCHEDULE

PANEL: HL1 | SUB RATING: 250 A. | VOLTAGE: 277/480 V. | PHASE: 3Φ | WIRE: 4 | SCCR: 35k | BUSSING: Cu | LOCATION: ELEC YARD | NEMA TYPE: 3R | MOUNTING: SURFACE

CKT	DESCRIPTION	BRKR	TYPE	LOAD	A (va)	B (va)	C (va)	LOAD	TYPE	BRKR	DESCRIPTION	CKT
1	LTG -PATHWAY/PED	20/1	L	720	800			100	C	30/1	LTG CONTROL CKT.	2
3	LTG -PATHWAY/PED	20/1	L	240		240				20/1	SPARE	4
5	SPARE	20/1					0			20/1	SPARE	6
7	SPARE	20/1			0					20/1	SPARE	8
9	SPARE	20/1				0				20/1	SPARE	10
11	SPARE	20/1					0			20/1	SPARE	12
13	FIELD #3 WEST POLES	30/3	L	8000	16000			8000	L	30/3	FIELD #3 EAST POLES	14
15		/	L	8000		16000		8000	L	/		16
17		/	L	8000			16000	8000	L	/		18
19	FIELD #2 WEST POLES	30/3	L	8000	16000			8000	L	30/3	FIELD #2 EAST POLES	20
21		/	L	8000		16000		8000	L	/		22
23		/	L	8000			16000	8000	L	/		24
					32820	32240	32000					

CONTINUOUS (C):	125 VA
NON-CONTINUOUS (NC):	0 VA
RECEP. (R):	0 VA
MOTOR (M) OR (MT):	0 VA
LIGHTING (L):	99990 VA
KITCHEN >1750W (K):	0 VA

MCB: –
MLO: YES

MAX. PHASE @125% =	148.1 A.
DEMAND TOTAL =	97.1 kVA
=	116.8 A.
@125% =	148.0 A.

DEMAND CALC. PER ART 220

PANELBOARD SCHEDULE

PANEL: LR | SUB RATING: 100 A. | VOLTAGE: 120/208 V. | PHASE: 3Φ | WIRE: 4 | PROVIDED BY BUILDING VENDOR | SCCR: 10k | BUSSING: Cu | LOCATION: RESTROOM | NEMA TYPE: 1 | MOUNTING: SURFACE

CKT	DESCRIPTION	BRKR	TYPE	LOAD	A (va)	B (va)	C (va)	LOAD	TYPE	BRKR	DESCRIPTION	CKT
1	(E) CKT				0						(E) CKT	2
3	(E) CKT					0					(E) CKT	4
5	(E) CKT						0				(E) CKT	6
7	(E) CKT				0						(E) CKT	8
9	(E) CKT					0					(E) CKT	10
11	(E) CKT						0				(E) CKT	12
13					0							14
15						0						16
17							0					18
19	PICNIC -RECP	20/1	R	360	360					20/1	SPARE	20
21	PICNIC -LTG	20/1	L			0				20/1	SPARE	22
23	SPARE	20/1					0			20/1	SPARE	24
					360	0	0					

CONTINUOUS (C):	0 VA
NON-CONTINUOUS (NC):	0 VA
RECEP. (R):	360 VA
MOTOR (M) OR (MT):	0 VA
LIGHTING (L):	0 VA
KITCHEN >1750W (K):	0 VA

MCB: 100/3
MLO: –

MAX. PHASE @125% =	3.0 A.
DEMAND TOTAL =	0.4 kVA
=	1.0 A.
@125% =	1.2 A.

DEMAND CALC. PER ART 220

PANELBOARD SCHEDULE

PANEL: LS | SUB RATING: 100 A. | VOLTAGE: 120/208 V. | PHASE: 3Φ | WIRE: 4 | SCCR: 22k | BUSSING: Cu | LOCATION: ELEC YARD | NEMA TYPE: 3R | MOUNTING: SURFACE

CKT	DESCRIPTION	BRKR	TYPE	LOAD	A (va)	B (va)	C (va)	LOAD	TYPE	BRKR	DESCRIPTION	CKT
1	IRRIGATION CONTROL	20/1	C	50	50					20/1	SPARE	2
3	RECP -YARD	30/2	R	180		180				20/1	SPARE	4
5	MUSCO CONTROL PWR	20/1	C	500			500			20/1	SPARE	6
7	SPARE	20/1			0					20/1	SPARE	8
9	SPARE	20/1				0				20/1	SPARE	10
11	SPARE	20/1					0			20/1	SPARE	12
13					0							14
15						0						16
17							0					18
19					0							20
21						0						22
23							0					24
					50	180	500					

CONTINUOUS (C):	888 VA
NON-CONTINUOUS (NC):	0 VA
RECEP. (R):	180 VA
MOTOR (M) OR (MT):	0 VA
LIGHTING (L):	0 VA
KITCHEN >1750W (K):	0 VA

MCB: 100/3
MLO: –

MAX. PHASE @125% =	5.2 A.
DEMAND TOTAL =	0.9 kVA
=	2.4 A.
@125% =	3.0 A.

DEMAND CALC. PER ART 220

PANELBOARD SCHEDULE

PANEL: LC | SUB RATING: 200 A. | VOLTAGE: 120/208 V. | PROVIDED BY BUILDING VENDOR | PHASE: 3Φ | WIRE: 4 | SCCR: 10k | BUSSING: Cu | LOCATION: CONCESSION | NEMA TYPE: 1 | MOUNTING: SURFACE

CKT	DESCRIPTION	BRKR	TYPE	LOAD	A (va)	B (va)	C (va)	LOAD	TYPE	BRKR	DESCRIPTION	CKT
1	(E) CKT				0						(E) CKT	2
3	(E) CKT					0					(E) CKT	4
5	(E) CKT						0				(E) CKT	6
7	(E) CKT				0						(E) CKT	8
9	(E) CKT					0					(E) CKT	10
11	(E) CKT						0				(E) CKT	12
13	(E) CKT				0						(E) CKT	14
15	(E) CKT					0					(E) CKT	16
17	(E) CKT						0				(E) CKT	18
19	(E) CKT				0						(E) CKT	20
21	(E) CKT					0					(E) CKT	22
23							0					24
25					0							26
27						0						28
29							0					30
* 31	SPARE	20/1			0					20/1	SPARE	32 *
* 33	SPARE	20/1				0				20/1	SPARE	34 *
* 35	SPARE	20/1					0		R	20/1	PICNIC -RECP	36 *
* 37	SPARE	20/1			0				R	20/1	PICNIC -RECP	38 *
* 39	PICNIC -LTG	20/1	L			0			R	20/1	PICNIC -RECP	40 *
* 41	SPARE	20/1					0		R	20/1	PICNIC -RECP	42 *
					0	0	0					

CONTINUOUS (C):	0 VA
NON-CONTINUOUS (NC):	0 VA
RECEP. (R):	0 VA
MOTOR (M) OR (MT):	0 VA
LIGHTING (L):	0 VA
KITCHEN >1750W (K):	0 VA

MCB: 200/3
MLO: –

MAX. PHASE @125% =	0.0 A.
DEMAND TOTAL =	0.0 kVA
=	0.0 A.
@125% =	0.0 A.

DEMAND CALC. PER ART 220

PANELBOARD SCHEDULE

PANEL: HL2 | SUB RATING: 250 A. | VOLTAGE: 277/480 V. | PHASE: 3Φ | WIRE: 4 | SCCR: 35k | BUSSING: Cu | LOCATION: ELEC YARD | NEMA TYPE: 3R | MOUNTING: SURFACE

CKT	DESCRIPTION	BRKR	TYPE	LOAD	A (va)	B (va)	C (va)	LOAD	TYPE	BRKR	DESCRIPTION	CKT
1	FIELD #3 WEST POLES	30/3	L	5400	10800			5400	L	30/3	FIELD #3 EAST POLES	2
3		/	L	5400		10800		5400	L	/		4
5		/	L	5400			10800	5400	L	/		6
7	FIELD #4 WEST POLES	30/3	L	5400	10800			5400	L	30/3	FIELD #4 EAST POLES	8
9		/	L	5400		10800		5400	L	/		10
11		/	L	5400			10800	5400	L	/		12
13	FIELD #5 WEST POLES	30/3	L	5400	10800			5400	L	30/3	FIELD #5 EAST POLES	14
15		/	L	5400		10800		5400	L	/		16
17		/	L	5400			10800	5400	L	/		18
19	FIELD #6 WEST POLES	30/3	L	5400	10800			5400	L	30/3	FIELD #6 EAST POLES	20
21		/	L	5400		10800		5400	L	/		22
23		/	L	5400			10800	5400	L	/		24
					43200	43200	43200					

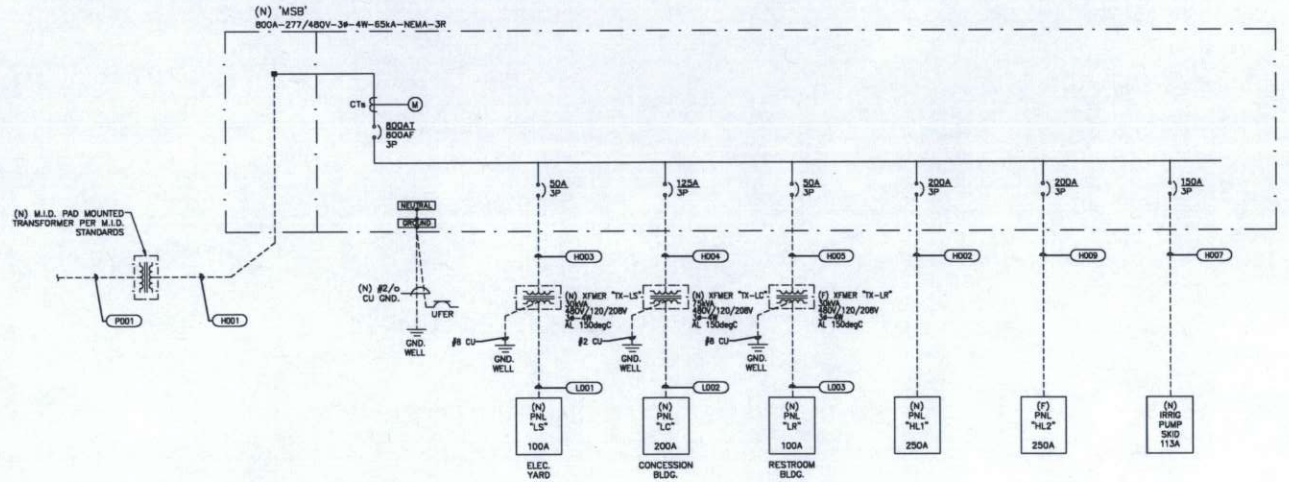
CONTINUOUS (C):	0 VA
NON-CONTINUOUS (NC):	0 VA
RECEP. (R):	0 VA
MOTOR (M) OR (MT):	0 VA
LIGHTING (L):	129600 VA
KITCHEN >1750W (K):	0 VA

MCB: –
MLO: YES

MAX. PHASE @125% =	194.9 A.
DEMAND TOTAL =	129.6 kVA
=	155.9 A.
@125% =	194.9 A.

DEMAND CALC. PER ART 220

NOTE: '*' DENOTES BREAKER TO BE SUPPLIED BY BIDDER.



1 SINGLE LINE DIAGRAM
SCALE: N.T.S.

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REGISTERED PROFESSIONAL ENGINEER — KEVIN L. PEZZONI — NO. 16268 — EXP. 12/24 — ELECTRICAL — STATE OF CALIFORNIA

DATE	BY	REVISION MADE
2/3/23	CCM	ADDENDUM #3 REVISIONS
2/22/23	KLP	ADDENDUM #4 REVISIONS
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City of Merced
"Gateway to Yosemite"
PUBLIC WORKS
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

PANEL SCHEDULES & SINGLE LINE DIAGRAM

PROJECT# 40320
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SET

DR. BY: XX
DATE: MO/DY/YEAR
CH. BY: ----
DATE:
SCALE:

File No. –
Sheet E5.1 of #

726

Link to CP-42 Original Contract & Change Order No. 1

https://www.cityofmerced.org/departments/city-clerk/council-meetings/-fsiteid-1

ADMINISTRATIVE REPORT

File #: 26-519 Meeting Date: 6/15/2026

Report Prepared by: Jennifer Flachman, Senior Management Analyst

SUBJECT: Report on the Arts and Culture Advisory Commission's Selection of the Metal Canal Street Blossom Public Art Project in the Arch at Bob Hart Square Design Award

REPORT IN BRIEF
City staff to report on the Arts and Culture Advisory Commission's selection of the metal Canal Street Blossom Public Art Project to be installed in the Arch at Bob Hart Square.

RECOMMENDATION
Information Only.

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the 2025-26 Council Goals and Priorities: Public Works & City Beautification.

DISCUSSION
As part of the ongoing enhancements to Bob Hart Square in downtown Merced, the City identified an opportunity to incorporate a permanent public art feature within the existing arch display. The project was envisioned as a visually distinctive sculptural element that would serve as a focal point for the square while enhancing the character and identity of this important community gathering space.

To facilitate the project, the City issued a Request for Proposals (RFP) seeking qualified artists with experience in metal fabrication to design, fabricate, and install a sculpture at the center of the Bob Hart Square arch display. The solicitation was publicly advertised through the City's website and procurement platform to attract experienced public artists and fabricators.

Following the close of the solicitation period, submitted proposals were evaluated based on the criteria outlined in the RFP, including artistic merit, project approach, relevant experience, technical capability, project schedule, and overall value.

After reviewing the proposals, the Arts and Culture Advisory Commission selected *Canal Street Blossom* by Jesus Eduardo Magana, Paulina Bouyer-Magana, and Jason M. Saunders. The Commission determined that the proposal best reflected the goals of the project and demonstrated the artistic vision, creativity, and technical expertise necessary to deliver a high-quality public art installation for Bob Hart Square.

Canal Street Blossom will be installed within the Bob Hart Square arch display and will serve as a permanent public art feature in downtown Merced. Upon completion of the installation, the City will host an official unveiling ceremony to celebrate the artwork and recognize the contributions of the artist team.

IMPACT ON CITY RESOURCES

Bob Hart Square Medallion Project: A total of $25,000 in funding is available within the Fiscal Year 2025-26 budget for this expense in the City Manager's Professional Services Account Line 10001000 -511012.

Funding for this project was approved at the January 6, 2025, City Council meeting.

ATTACHMENT

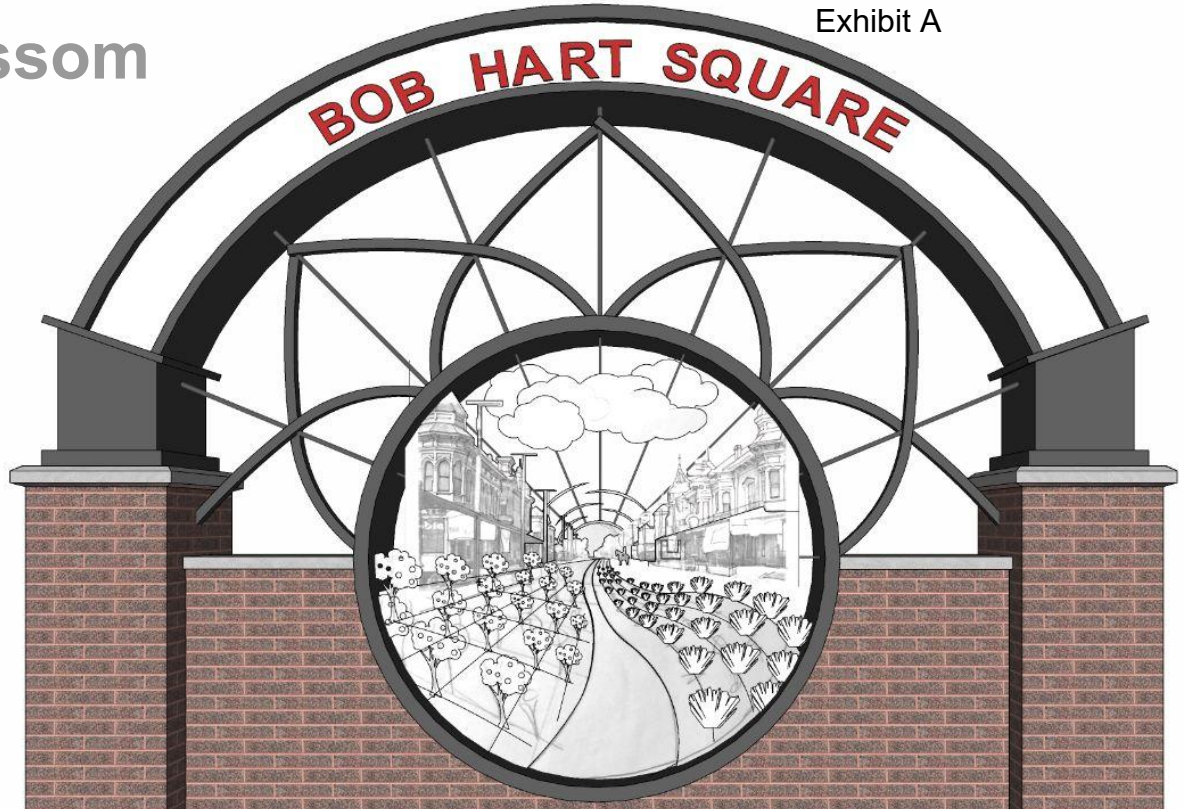
1. Canal Street Blossom Submission

Exhibit A

Canal Street Blossom

Public Art Project

Aphidoidea + Saunders

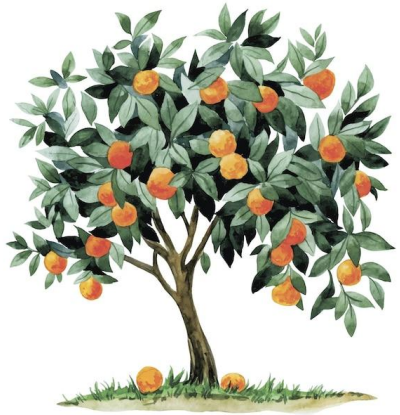


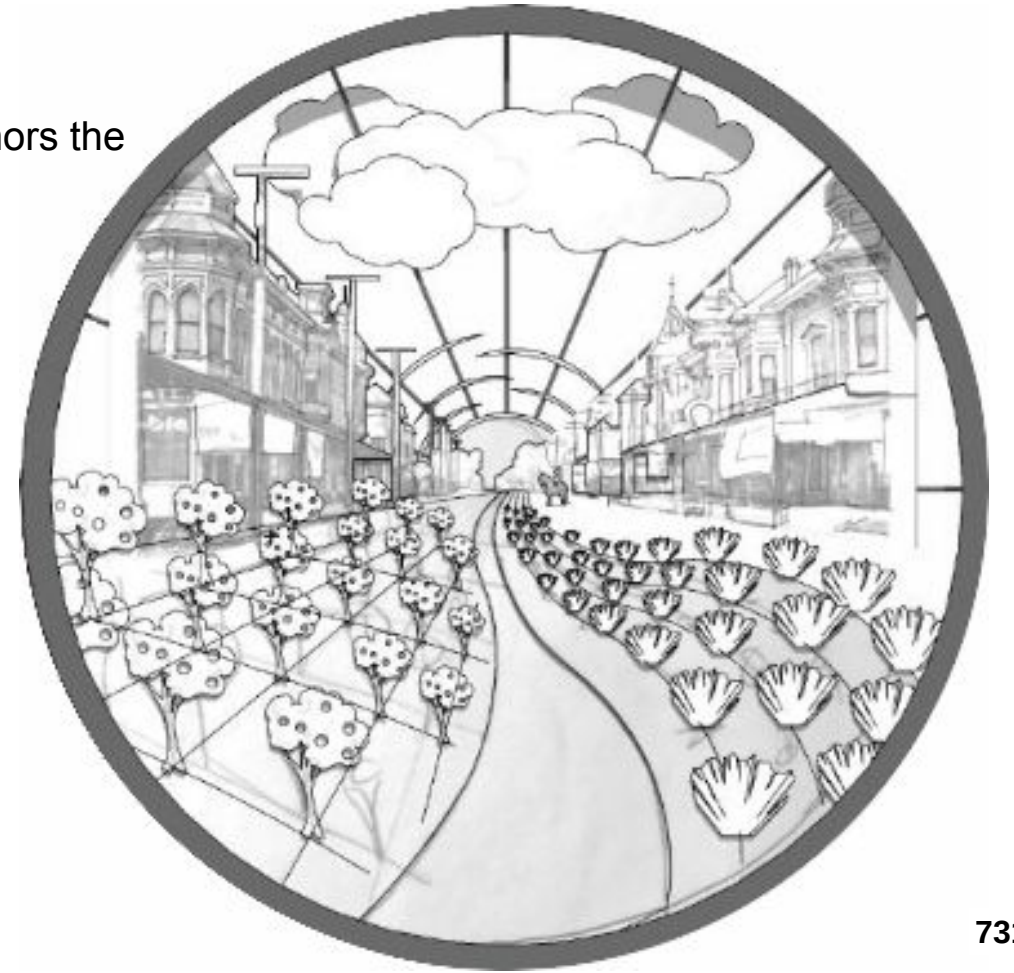
Bob Hart Square: Merced, 2026

Agricultural Heritage

Our intent is to create an artwork that honors the rich architectural and agricultural history of Canal Street.

We incorporated images of the old canal, long lost historic buildings and the orchards and farms of Merced.





Irrigation Canal



Photo Merced Irrigation District

Canal Street
Architecture

We are inspired by photographic postcards of Canal Street buildings during the late 1800s and early 1900s.









Blossom & Sunrays

Radiating from the inner circle are sun rays and a abstracted flower pattern. The flower gives the work more presence and speaks to the agricultural heritage of Merced.



Physical Description



This artwork has two primary design elements. The center ring contains a panorama of Canal Street over time. The space between the arch and inner circle contains an abstract flower design and sun burst radiating from the inner circle.

The panorama will be made of steel plates set at different depths and angles to give the work three dimensionality. All design elements will remain within the 17” available band width.

The montage in the inner ring will be cut with a CNC plasma cutter and welded together into more complex shapes that will in turn be welded to the existing archway structure.

The artwork is a open design formate; meaning air, light and vision can go through the visual field of the work and will be constructed in such a way that it able to be appreciated from both the plaza and street sides of the arch.

We anticipate the work weighing less than 300 pounds.

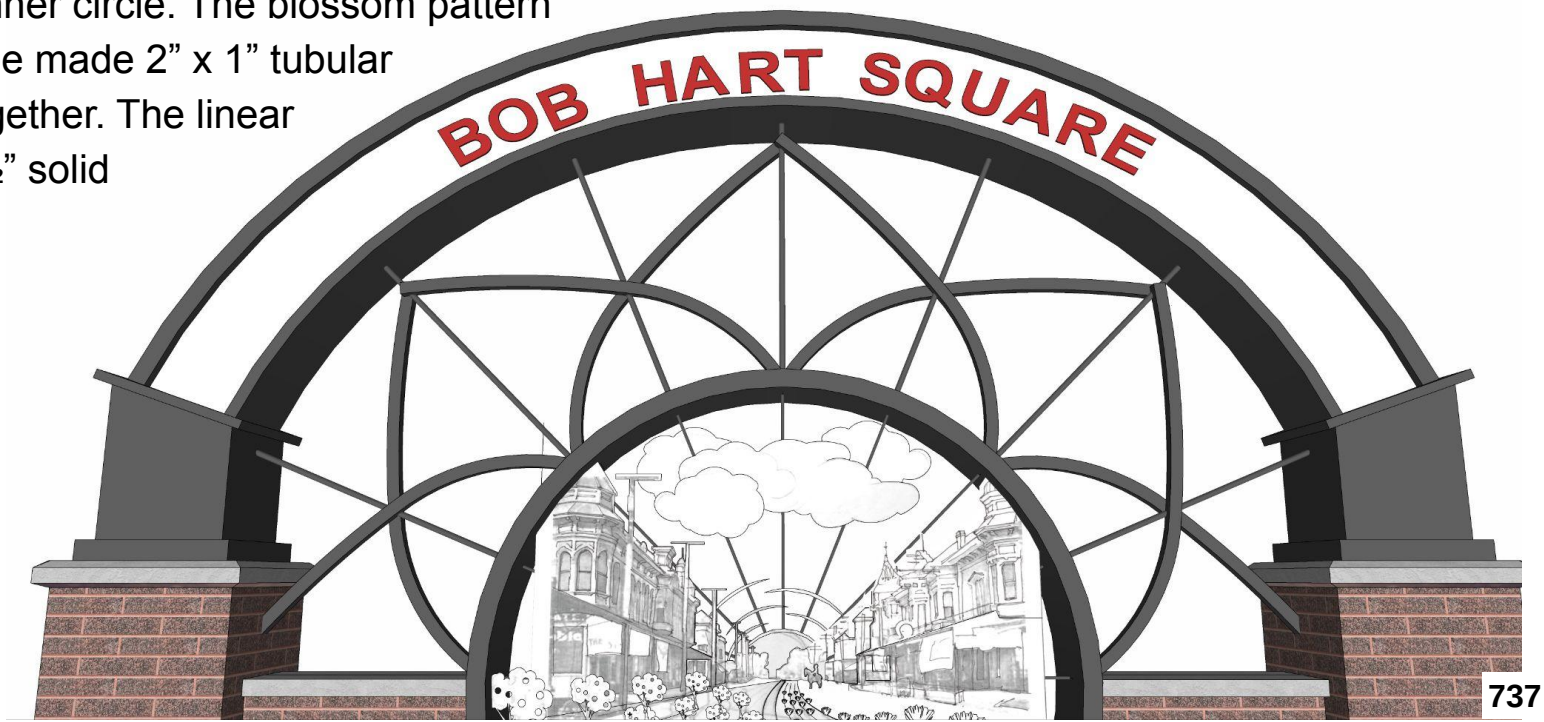
Blossom and Sun Rays

Physical Description

The blossom and sun ray pattern will be welded to the exterior of the inner circle. The blossom pattern is proposed to be made 2” x 1” tubular steel welded together. The linear sun rays are ½” solid steel bars.

The finish be powder coated.

.





Title: The Sprouts
Date: 2025
Medium: Aluminum Composite Panels, Steel, LED, Micro controllers
Dimensions: 16’ x 8’ x 4’
Description: We wanted to conceptually capture the notion of growth by creating a series of tree canopies that take root and sprout along the vein of water/flow.



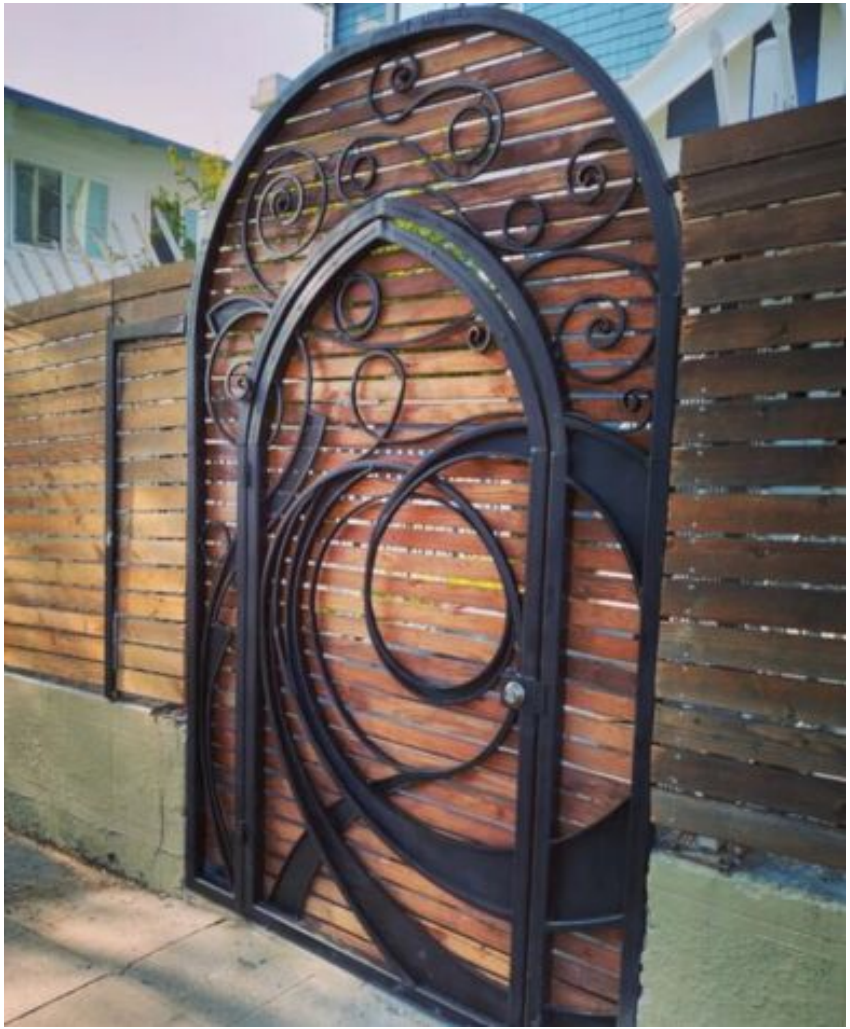
Title: Moment in Time (Aphidoidea and Jason Saunders)
Date: 2025
Medium: Powder Coated Steel
Dimensions: 12’ x 240’ x 6"



Description: The gateway artwork for the Ridgefield National Wildlife Refuge and the City of Ridgefield features 72 steel sandhill cranes, a species native to the area. This artwork spans two bridges, including 240 feet across Interstate 5, and incorporates the city's colors



Title: Point of Reference
Date: 2021
Medium: Carbon Steel, Concrete, LED lights, Powder Coating
Dimensions: 18’ x 11.5’ x 11.5’
Description: inspired by the spirit of endurance, perseverance and the history of the region - from the American Revolution, the westward expansion, and the industrial revolution; The artwork explores ideas of tradition, old/new culture, and history. It is shaped by the motion of past, present and future of Erie



Title: The Wind
Date: 2023
Medium: Steel Iron, Wood, Stain, Metal plate
Dimensions: 9’ x 6’ x 4"
Description: This eight foot tall gate is made of hand forged iron and wood. It depicts energy and movement in a fantastical way.



Title: Wisdom Tree
Date: 2016
Medium: Steel
Dimensions: 14’ x 20’ x 6"
Description: This artistic fencing for a transitional housing facility for men transitioning out of California's penal system. I created a dreamlike abstract tree blowing in the wind. Artwork of Jason M. Saunders



Title: Owl Gate
Date: 2023
Medium: Steel, wood,
Dimensions: 9’ x 12’ x 4"
Description: This twelve foot wide double gate depicts a stylized two dimensional owl, made of hand forged steel and wood. Artwork of Jason Saunders



Title: Look Ahead
Date: 2013
Medium: HDPE, Aluminum, CorTen Steel
Dimensions: 15’ x 74’ x 3’
Description: Red Rocks College Light Rail Station artistic canopy. The installation is inspired by the exchange between the campus, the transit station and the red rocks in the region.



Title: Hello Sunshine
Date: 2020
Medium: Aluminum Composite Panels, Steel, LED, Micro controllers
Dimensions: 16’ x 8’ x 4’
Description: This sculpture is one of five distinct installations throughout West Palm Beach. Individually they each symbolize a single burst of sunlight. Together they coalesce the character of West Palm Beach as a full sunrise and represent the vibrant personality of this city.



Title: Rigalletes (Pinwheels)
Date: 2016
Medium: metal piping, plastic
Dimensions: 10’ x 4’ x 4’ (Various Size)
Description: This artwork is inspired by the all time joyful kids toy, the pinwheel. In Mexico, it is common for street vendors to sell reguiletes at parks or other places with large gatherings. We drew inspiration from the festival cultural history and tradition, and from the Metro station's site conditions.



Title: The Seed
Date: 2017
Medium: Metal, Polycarbonate, LED lights
Dimensions: 12’ x 4’ x 4’ Various Size
Description: Whoever came up with the idea that if you blow away the seeds of a dandelions you can make a wish? As a child, I remember doing this; I would run around and pick up curb side dandelion flower and blow their tiny seeds into the wind and make a wish. This art piece is an homage to those seeds wishes



Title: Spirling Droplets
Date: 2016
Medium: Acrylic, Metal Pipe, Coroplast, LEDs
Dimensions: 8’ x 600’ x 6’ (various Size)
Description: The art work consist of two water splashes, each containing 15 consecutive illuminated water droplets that progressively grow in size and shape. The consecutive evolution of the water droplets mimics the still motion frames of a water drop.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-456 Meeting Date: 6/15/2026

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF
Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 26-457 Meeting Date: 6/15/2026

SUBJECT: City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.